



## SUBDIVISION-MAJOR / PRELIMINARY

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

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

- ☒ 1. Development Application Form (pg. 4)
- ☒ 2. Application Fees (pg. 2)
- ☒ 3. Written Explanation of the Project
- X ☐ 4. ~~Site Plan Showing Proposed Development~~ N/A
- ☒ 5. Copy of Plat prepared by Registered Land Surveyor (pg. 7)
- X ☐ 6. School Impact Analysis (contact applicable District) N/A
- ☒ 7. Fire Protection Report (required prior to public hearing)
- ☒ 8. Proof of Ownership (title policy dated within 30 days of submittal)
- ☒ 9. Proof of Water and Sewer Services INDIVIDUAL WELL AND SEPTIC
- ☒ 10. Proof of Utilities (e.g. electric, gas)
- ☒ 11. Legal Description
- ☒ 12. Statement of Taxes Paid
- ☒ 13. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12)
- X ☐ 14. Certificate of Surface Development (pg. 13) WILL PROVIDE PRIOR TO PUBLIC HEARING

Required Engineering Documents (see notes on next page)

- ☒ 1. Preliminary Drainage Report
- ☒ 2. Preliminary Traffic Impact Study
- X ☒ 3. Preliminary Erosion and Sediment Control Plans N/A - NO SITE IMPROVEMENTS
- X ☐ 4. Preliminary Construction/ Engineering Design Plans N/A - NO SITE IMPROVEMENTS

*continued on next page...*



### Application Type:

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

**PROJECT NAME:**

### APPLICANT

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

### OWNER

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

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

Name:  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

## DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES ☒ NO ☐

If Yes, please list PRE#:

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



*Property Consultants, llc*

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February 13, 2023

Adams County  
Community & Economic Development Department  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218

**Re: Oak Park Road Estates Preliminary Plat  
Written Explanation**

Oak Park Road Estates (the "Property") is a 35.02-acre site located at the northeast corner of Old Victory Road and Oak Park Road in Adams County, Colorado. The proposal is to subdivide the property into three (3) future residential lots via Subdivision Plat. A rezoning request from A-3 to A-2 has been applied for concurrent with this application.

A Neighborhood Meeting was conducted on February 1, 2023 in regard to the rezone and plat proposals. The only respondent to the mailing invitation was the previous owner of the property.

No improvements are proposed with the development of this parcel other than three single-family homes and appurtenant items.

If you should have any questions, or need any additional information, please don't hesitate to call me at 303-317-300 or email me at [Aaron@aperiopc.com](mailto:Aaron@aperiopc.com).

Sincerely,

Aaron Thompson

Cc: Dan Fahey, F & C Realty



# OAK PARK ESTATES SUBDIVISION FILING No. 1

A PARCEL OF LAND SITUATE IN THE SOUTEAST QUARTER OF SECTION 26,  
TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO.  
SHEET 1 OF 2

**PURPOSE STATEMENT:**

THIS OAK PARK ESTATES SUBDIVISION FILING No. 1 IS INTENDED TO SUBDIVIDE 35.0253 ACRES INTO 3 SINGLE FAMILY LOTS AND EASEMENTS. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENT TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

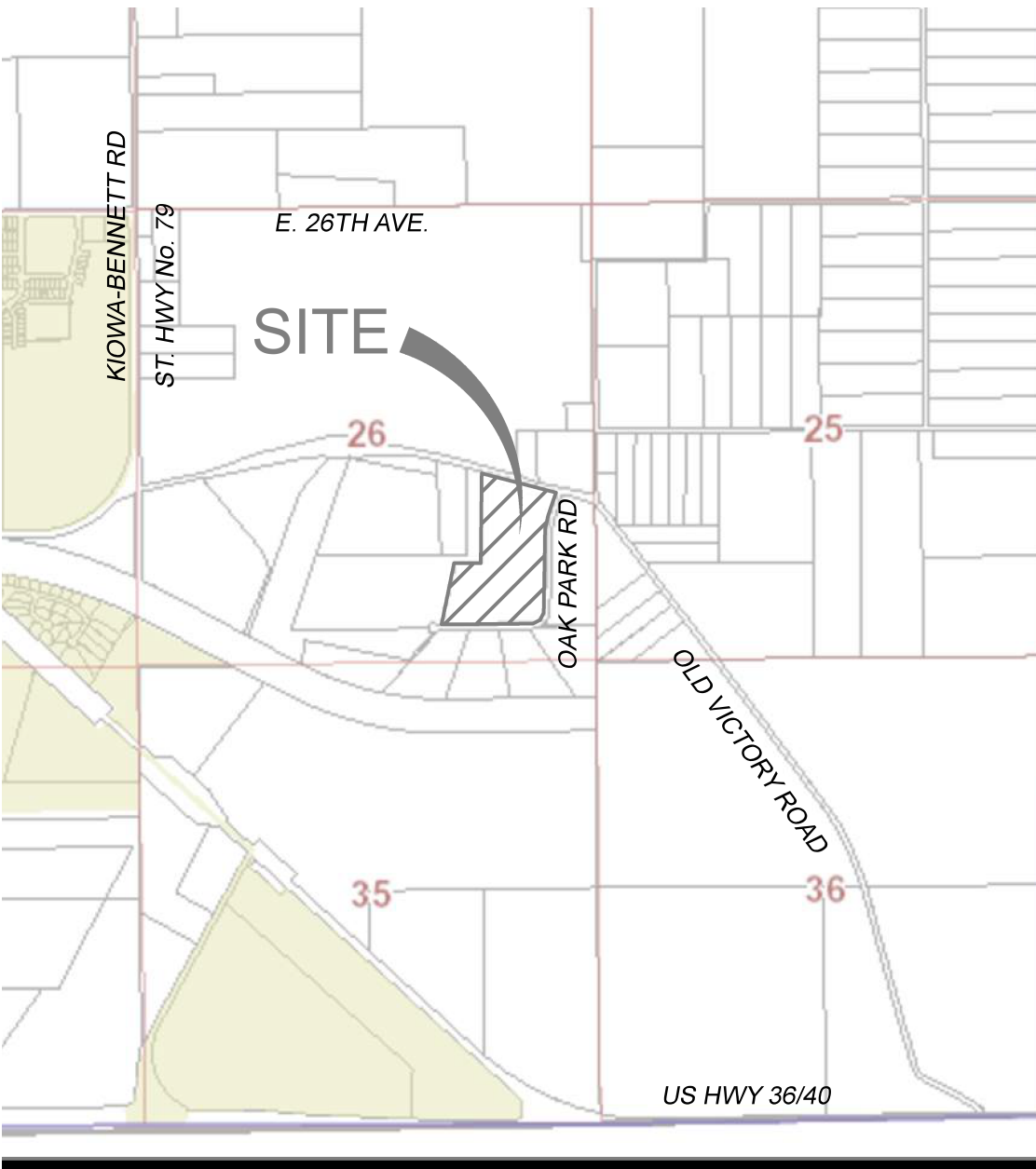
**LEGAL DESCRIPTION:**

A PARCEL OF PROPERTY LOCATED IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 TO BEAR SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2664.34 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTH 1/2 OF SECTION 26, A DISTANCE OF 846.15 FEET TO A POINT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF THE OLD VICTORY HIGHWAY;  
THENCE NORTH 67 DEGREES 08 MINUTES 33 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 179.98 FEET;  
THENCE NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 198.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE CONTINUING NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF THE OLD VICTORY HIGHWAY, A DISTANCE OF 895.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;  
THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY, SOUTH 00 DEGREES 03 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1059.35 FEET;  
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 306.94 FEET;  
THENCE SOUTH 12 DEGREES 49 MINUTES 44 SECONDS WEST, A DISTANCE OF 729.80 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE ALONG THE NORTH AND WEST RIGHT OF WAY LINE OF SAID OAK PARK ROAD THE FOLLOWING SIX (6) COURSES:  
1) THENCE NORTH 89 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 1027.38 FEET TO AN ARC WITH A CURVE TO THE LEFT;  
2) THENCE ALONG AN ARC WITH A CURVE TO THE LEFT A DISTANCE OF 245.23 FEET, HAVING A CENTRAL ANGLE OF 87 DEGREES 00 MINUTES 20 SECONDS, A RADIUS LENGTH OF 161.49 FEET, A CHORD LENGTH OF 222.34 FEET WHICH CHORD BEARS NORTH 46 DEGREES 02 MINUTES 36 SECONDS EAST, TO A POINT OF TANGENCY;  
3) NORTH 02 DEGREES 32 MINUTES 26 SECONDS EAST, A DISTANCE OF 964.73 FEET TO A POINT OF CURVATURE;  
4) ALONG THE ARC TO THE RIGHT A DISTANCE OF 91.16 FEET, HAVING A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 41 SECONDS, A RADIUS LENGTH OF 330.00 FEET, A CHORD LENGTH OF 90.87 FEET WHICH CHORD BEARS NORTH 10 DEGREES 27 MINUTES 17 SECONDS EAST;  
5) NORTH 18 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 299.97 FEET;  
6) NORTH 27 DEGREES 50 MINUTES 02 SECONDS WEST, A DISTANCE OF 27.68 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE SAID SOUTH RIGHT OF WAY LINE OF OLD VICTORY HIGHWAY AND THE POINT OF BEGINNING.

**DEDICATION:**

THE UNDERSIGNED OWNERS HAS BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS AND BLOCK, EASEMENTS AND BUFFERS AS SHOWN ON THIS PLAT UNDER THE NAME OAK PARK ESTATES SUBDIVISION FILING No. 1. THE UNDERSIGNED DOES HEREBY GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND / OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.



VICINITY MAP  
SCALE 1"=2000'

**OWNERS CERTIFICATE**

IN WITNESS THEREOF F & C REALTY COMPANY, A COLORADO CORPORATION, HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ AD.

MANAGER: DANIEL FAHEY

BY: \_\_\_\_\_  
DANIEL FAHEY

DANIEL FAHEY, 56321 EAST COLFAX AVENUE STRASBURG, CO 80136

**NOTARY PUBLIC**

STATE OF COLORADO )  
 ) SS  
COUNTY OF ADAMS )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ AD.  
BY DANIEL FAHEY.

WITNESS MY HAND AND OFFICIAL SEAL

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

**SURVEYOR'S CERTIFICATE:**

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

DATE: 2/24/2023

\_\_\_\_\_  
HAROLD J. PONSERELLA  
COLORADO P.L.S. NO. 19766  
FOR & ON BEHALF OF:  
P.O. BOX 694 STRASBURG CO, 80136  
303.549.7992

**EASEMENT STATEMENT**

FIFTEEN-FOOT (15') WIDE UTILITY AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES OF EACH LOT IN THE SUBDIVISION. TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE REAR LINES OF EACH LOT AND TO THE SIDE LINES OF EACH LOT. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.

**ACCESS PROVISION STATEMENT**

STATEMENT RESTRICTING ACCESS: ACCESS ACROSS THE RIGHT-OF-WAY LINES OF MAJOR HIGHWAYS, PARKWAYS, STREETS OR FREEWAYS, MUST BE APPROVED BY ADAMS COUNTY.

**CERTIFICATE OF CLERK AND RECORDER:**

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT \_\_\_\_\_.M. ON  
THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 202\_\_.

\_\_\_\_\_  
COUNTY CLERK AND RECORDER

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

COTTONWOOD SURVEYING AND ASSOCIATES, INC.

P.O. BOX 694, STRASBURG, COLORADO (303) 549-7992

JOB No. 2023-04

DATE: 2/24/2023

SHEET 2 OF 2

PRELIMINARY  
FOR REVIEW ONLY





# Bennett-Watkins Fire Rescue

District Office: 303-644-3572 Fax: 303-644-3401

355 4<sup>th</sup> Street, Bennett, CO 80102

Email: LifeSafety@BennettFireRescue.org

*"Striving to Preserve Life and Property"*

February 28, 2023

Adams County Planning & Development  
4430 South Adams County Parkway  
1<sup>st</sup> Floor - Suite W2000A  
Brighton, CO 80601-8216

Re: PRE2022-00070

Planner DeBoskey,

In regards to the case PRE2022-00070 and the subsequent proposed subdivision into 3 lots, Bennett-Watkins Fire Rescue (BWFR) is providing this letter of comments for Adams County as follows:

- Bennett-Watkins Fire Rescue (BWFR) has no objections to the proposed subdivision of the single larger parcel into 3 separate lots.
- Any structures built on the sites will need to comply with all current Adams County adopted codes and standards, including Ordinance 4, which adopts the 2018 International Fire Code.
- Current fire code requirements in Adams County require residential fire sprinklers for homes greater than 3,600 square feet or that are located more than 1,000 feet from an approved fire flow fire hydrant. In this case, the second aspect of the requirement applies as these lots are not located within a 1,000 feet of an approved fire flow fire hydrant, therefore residential fire sprinklers will be required for dwellings on these lots.
- The applicant will need to submit for plan review directly to the fire department as part of the building permit process when development occurs. Applicable review and impact fees will apply at the time of submission.
- The applicant may contact the fire district directly at 303-644-3572 to discuss these requirements further.

If you have any other questions or concerns, please feel free to contact me directly.

Thank You

Victoria Flamini  
Deputy Fire Marshal - Life Safety Division  
Bennett-Watkins Fire Rescue  
303-644-3572 - Headquarters / 720-893-7673 - Direct  
www.BennettFireRescue.org



## LAND TITLE GUARANTEE COMPANY

Date: November 10, 2022

Subject: Attached Title Policy F & C REALTY COMPANY, A COLORADO CORPORATION for VACANT LAND, BENNETT, CO 80102

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



## OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, LAND TITLE INSURANCE CORPORATION, a Colorado corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
  - a. A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880

Craig B. Rants, Senior Vice President



Land Title Insurance Corporation  
P.O. Box 5645  
Denver, Colorado 80217  
(303)331-6296

John E. Freyer, Jr.  
President

Tracy M. Sickels, Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION



## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## **4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## **5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

## **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

## **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## **14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.



## **16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

## **17. CHOICE OF LAW; FORUM**

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## **18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: P.O. Box 5645, Denver, Colorado 80217

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

This anti-fraud statement is affixed to and made a part of this policy.

Applies to policies in excess of \$500,000.00.

This Certificate is attached to and constitutes a part of The Title Insurance Policy of Land Title Insurance Corporation. In consideration of the premium paid under this policy, it is here by understood and agreed that OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY assumes liability under this policy for all loss in excess of \$500,000.00. In the event of any valid claim under this policy by reason of loss or damage insured against in excess of \$500,000.00, such excess loss shall be assumed and paid by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY in the same manner and to the same extent as if such excess loss had been insured by a policy of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. IN WITNESS WHEREOF the OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused this certificate to be executed by its duly authorized officers.



Old Republic National Title Insurance Company, a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

A handwritten signature in dark ink, appearing to read "Mark Billbrey".

Mark Billbrey, President

A handwritten signature in dark ink, appearing to read "Rande Yeager".

Rande Yeager, Secretary

**Land Title Insurance Corporation**  
**Schedule A**

**Order Number:** K70786526

**Policy No.:** 70786526.23847835OX

**Amount of Insurance:** \$300,000.00

**Property Address:**

VACANT LAND, BENNETT, CO 80102

**1. Policy Date:**

October 12, 2022 at 5:00 P.M.

**2. Name of Insured:**

F & C REALTY COMPANY, A COLORADO CORPORATION

**3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:**

A FEE SIMPLE

**4. Title to the estate or interest covered by this policy at the date is vested in:**

F & C REALTY COMPANY, A COLORADO CORPORATION

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

A PARCEL OF PROPERTY LOCATED IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 TO BEAR SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2664.34 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTH 1/2 OF SECTION 26, A DISTANCE OF 846.15 FEET TO A POINT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF THE OLD VICTORY HIGHWAY;  
THENCE NORTH 67 DEGREES 08 MINUTES 33 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 179.98 FEET;  
THENCE NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 198.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE CONTINUING NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF THE OLD VICTORY HIGHWAY, A DISTANCE OF 895.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;  
THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY, SOUTH 00 DEGREES 03 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1059.35 FEET;  
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 306.94 FEET;  
THENCE SOUTH 12 DEGREES 49 MINUTES 44 SECONDS WEST, A DISTANCE OF 729.80 FEET TO THE

**Land Title Insurance Corporation**

**Schedule A**

NORTH RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE ALONG THE NORTH AND WEST RIGHT OF WAY LINE OF SAID OAK PARK ROAD THE FOLLOWING  
SIX (6) COURSES:

- 1) THENCE NORTH 89 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 1027.38 FEET TO AN  
ARC WITH A CURVE TO THE LEFT;
- 2) THENCE ALONG AN ARC WITH A CURVE TO THE LEFT A DISTANCE OF 245.23 FEET, HAVING A  
CENTRAL ANGLE OF 87 DEGREES 00 MINUTES 20 SECONDS, A RADIUS LENGTH OF 161.49 FEET, A  
CHORD LENGTH OF 222.34 FEET WHICH CHORD BEARS NORTH 46 DEGREES 02 MINUTES 36 SECONDS  
EAST, TO A POINT OF TANGENCY;
- 3) NORTH 02 DEGREES 32 MINUTES 26 SECONDS EAST, A DISTANCE OF 964.73 FEET TO A POINT OF  
CURVATURE;
- 4) ALONG THE ARC TO THE RIGHT A DISTANCE OF 91.16 FEET, HAVING A CENTRAL ANGLE OF 15  
DEGREES 49 MINUTES 41 SECONDS, A RADIUS LENGTH OF 330.00 FEET, A CHORD LENGTH OF 90.87  
FEET WHICH CHORD BEARS NORTH 10 DEGREES 27 MINUTES 17 SECONDS EAST;
- 5) NORTH 18 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 299.97 FEET;
- 6) NORTH 27 DEGREES 50 MINUTES 02 SECONDS WEST, A DISTANCE OF 27.68 FEET TO THE POINT OF  
BEGINNING SAID POINT BEING ON THE SAID SOUTH RIGHT OF WAY LINE OF OLD VICTORY HIGHWAY  
AND THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY KEITH WESTFALL, PLS 30127, ON BEHALF OF HIGH  
PRAIRIE SURVEY CO., PO BOX 384, KIOWA, CO.

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**Land Title Insurance Corporation**  
**(Schedule B)**

Order Number: K70786526

Policy No.: 70786526.23847835OX

**This policy does not insure against loss or damage by reason of the following:**

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

ITEM NOS. 1 THROUGH 4 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

6. 2022 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT OF RECORD STORED AS OUR ESI [40825487](#)  
(AFFECTS THE S 1/2 OF THE S 1/2 OF SECTION 26)
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT OF RECORD STORED AS OUR ESI [40825497](#)
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT STORED AS OUR ESI [40825497](#)  
(ITEMS 9-10 AFFECT NW 1/4 OF THE SW 1/4 OF SECTION 26)
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT OF RECORD STORED AS OUR ESI [40825515](#)  
(AFFECTS THE NE 1/4 OF THE SOUTHWEST 1/4 AND THE N 1/2 OF THE SE 1/4)
11. RESERVATIONS AND EXCEPTIONS AS CONTAINED IN WARRANTY DEED RECORDED OCTOBER 1, 1932 UNDER RECEPTION NO. [181083](#).
12. THE EFFECT OF MINERAL DEED, RECORDED SEPTEMBER 12, 1977, IN BOOK 2173 AT PAGE [65](#).
13. RIGHT OF WAY LEASE RECORDED JUNE 08, 1979 IN BOOK 2354 AT PAGE [486](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
14. OIL AND GAS LEASE RECORDED NOVEMBER 12, 1980 IN BOOK 2506 AT PAGE [612](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
15. THE EFFECT OF MINERAL AND ROYALTY CONVEYANCE, RECORDED MARCH 06, 1981, IN BOOK 2536 AT PAGE [326](#) AND [328](#).
16. TERMS, CONDITIONS AND PROVISIONS OF STIPULATION AND AGREEMENT RECORDED NOVEMBER 16, 1989 IN BOOK 3621 AT PAGE [995](#).
17. THE EFFECT OF MINERAL DEED, RECORDED MAY 16, 1989, IN BOOK 3564 AT PAGE [304](#).

**Land Title Insurance Corporation**  
**(Schedule B)**

**Order Number:** K70786526

**Policy No.:** 70786526.23847835OX

18. THE EFFECT OF MINERAL DEED, RECORDED SEPTEMBER 28, 1990, IN BOOK 3715 AT PAGE [122](#).
19. THE EFFECT OF MINERAL DEED, RECORDED SEPTEMBER 28, 1990, IN BOOK 3715 AT PAGE [124](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF AGREEMENT RECORDED APRIL 06, 1990 IN BOOK 3662 AT PAGE [97](#).  
  
NOTE: LETTER IN CONNECTION WITH SAID AGREEMENT RECORDED JUNE 23, 1994 IN BOOK 4344 AT PAGE 360.
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION RECORDED MARCH 28, 1994 IN BOOK 4284 AT PAGE [548](#) AND [554](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF RESOLUTION RECORDED AUGUST 28, 1995 IN BOOK 4575 AT PAGE [803](#).
23. OIL AND GAS LEASE RECORDED JANUARY 06, 2017 UNDER RECEPTION NO. [2017000001633](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
24. RIGHT OF WAY AND RIGHTS OF OTHERS TO USE OLD VICTORY ROAD AND OAK PARK DRIVE.
25. ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.
26. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON LAND SURVEY PLAT CERTIFIED SEPTEMBER 17, 2021 PREPARED BY HIGH PRAIRIE SURVEY CO., PO BOX 384, KIOWA, CO , JOB #21225-LSP  
SAID DOCUMENT STORED AS OUR IMAGE [53060371](#)  
1. FENCES NOT COINCIDENT WITH PROPERTY LINES
27. TERMS, CONDITIONS AND PROVISIONS OF LAND SURVEY PLAT RECORDED OCTOBER 12, 2022 UNDER RECEPTION NO. [2022000083864](#).
28. DEED OF TRUST DATED OCTOBER 07, 2022, FROM F & C REALTY COMPANY, A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF TBK BANK, SSB TO SECURE THE SUM OF \$240,000.00 RECORDED OCTOBER 12, 2022, UNDER RECEPTION NO. [2022000083866](#).



# The United States of America,

To all to whom these Presents shall come, Greeting:

Homestead Certificate No. 1952

Application 4130

**Whereas**, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at

Denver, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Thomas Bades

has been established and duly consummated, in conformity to law, for the South half of the South west quarter and the South half of the South east quarter of Section Twenty Six in Township Three South of Range Fifty Three West of the Sixth Principal Meridian in Colorado containing one hundred and sixty acres.

according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

Now know ye that there is, therefore, granted by the United States unto the said

Thomas Bades

the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said

Thomas Bades and to his

heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. Garret Cleveland, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



Given under my hand, at the City of Washington, the Sixteenth day of October, in the year of our Lord one thousand eight hundred and eighty six, and of the Independence of the United States the one hundred and tenth.

By the President: Garret Cleveland

By M. M. Keane, Secretary

J. S. Lyle, Recorder of the General Land Office.

# The United States of America,

To all to whom these presents shall come, Greeting:

HD

Denver 04562.

WHEREAS, There has been deposited in the GENERAL LAND OFFICE of the United States a Certificate of the Register of the Land Office at Denver, Colorado, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of

**FRED J. MACK**

has been established and duly consummated, in conformity to law, for the west half of the northwest quarter and the northwest quarter of the southwest quarter of Section twenty-six in Township three south of Range sixty-three west of the Sixth Principal Meridian, Colorado, containing one hundred twenty acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said

**Fred J. Mack**

the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said **Fred J. Mack**

and to **his** heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, **William H. Taft**, President of the

United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

(SEAL)

GIVEN under my hand, at the City of Washington, the ELEVENTH day of JULY, in the year of our Lord one thousand nine hundred and TEN, and of the Independence of the United States the one hundred and THIRTY-FIFTH.

By the President: Wm H. Taft  
By M. P. Le Roy Secretary.

H. J. Langford  
Recorder of the General Land Office.





# The United States of America,

To all to whom these Presents shall come, Greeting:

Homestead Certificate No. 1100

Application 3141

**Whereas**, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Denver, Colorado,

whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of *Christian Traub*

has been established and duly consummated, in conformity to law, for the northeast quarter of the southeast quarter of the north half of the southeast quarter, and the southwest quarter of the northeast quarter of section twenty-five, township three south, of range sixty-three, within the district of lands subject to sale at Denver, Colorado, containing one hundred and sixty acres

according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

Now know ye that there is, therefore, granted by the United States unto the said *Christian Traub*

the tract of Land above described: To have and to hold the said tract of Land, with the appurtenances thereof, unto the said *Christian Traub* and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, *J. Buchanan* for *R. B. Hayes*, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed



Given under my hand, at the City of Washington, the *fifteenth* day of *May*, in the year of our Lord one thousand eight hundred and *eighty*, and of the Independence of the United States the one hundred and *twenty*th.

By the President:

*R. B. Hayes*

By

*W. H. Crook*, Secretary.

*J. H. Clark*, Recorder of the General Land Office.

This Deed, Made this 12th day of August, in the year of our Lord one thousand nine hundred and thirty-two, between  
ALFRED N. MITCHEM, sometimes also known as A. N. MITCHEM,-----  
of the County of Kiowa, and State of Colorado, of the first part, and  
ANNIE E. MITCHEM,-----  
of the County of Kiowa, and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS, and other valuable consideration,  
to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, her heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of Adams, and State of Colorado, to-wit:

The North Half of The Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-four (34), Township 3 South, Range 63 West of The Sixth Principal Meridian, and That Part of The South Half (S $\frac{1}{2}$ ) of Section Twenty-six (26), Township 3 South, Range 63 West of The Sixth Principal Meridian, lying South of County Road No. 69, Except U.P. RR. Right of way.

And also (but subject to The Union Pacific Land Company reservations), That Part of The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-seven (27), Township 3 South, Range 63 West of The Sixth Principal Meridian, lying South of The Union Pacific Railway Right of Way, excepting from said last described parcel, however, the land heretofore platted as Mitchem's First and Second Additions to The Town of Bennett, as well as the present right of way for U. S. Highway Number 40;

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

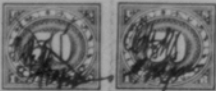
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, her heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, her heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has full right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except encumbrances of record, and the General Taxes for 1932, payable in 1933;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Alfred N. Mitchem* [SEAL]  
Sometimes Also Known As  
*Annie E. Mitchem* [SEAL]



STATE OF COLORADO,  
City and County of Denver.

The foregoing instrument was acknowledged before me this 12th day of August, 1932, by ALFRED N. MITCHEM, sometimes also known as A. N. MITCHEM.  
WITNESS my hand and official seal.  
My commission expires February 20, 1936



\*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

## MINERAL DEED

BOOK 2173 PAGE 65

KNOW ALL MEN BY THESE PRESENTS, That Shawn J. Capps

of Bennett, Colorado 80102 hereinafter called Grantor (whether one or more)  
 (Give Exact Postoffice Address)  
 for and in consideration of the sum of Ten Dollars and Other Good and Valuable Consideration  
 (\$Ten & OVC) cash in hand paid and other good and valuable considerations, the receipt of which is hereby  
 acknowledged, do ES hereby grant, bargain, sell, convey, transfer, assign and deliver unto Melvin J.  
 Mitchell and Ida M. Mitchell of P.O. Box 103, Bennett, Colorado 80102  
 (Give Exact Postoffice Address)  
 hereinafter called Grantee (whether one or more) an undivided One-half (1/2) interest in  
 and to all of the oil, gas, and other minerals in and under and that may be produced from the following described  
 lands situated in Adams County, State of Colorado, to-wit:

See attached description--Exhibit "A"

## EXHIBIT "A"

A tract of land situated in the South half of Section 26, Township 3 South, Range 63 West of the 6th Principal Meridian, Adams County, Colorado, described as follows. Commencing at the Southeast corner of said Section 26; thence South 0° 15' West, 1700 feet to a point on the south right of way line of a County road; thence North 73° 05' W along said right of way line, 1558.5 feet to the true point of beginning; thence South 0° 05' E 990 feet; thence S 89° 58' W, 1746.4 feet to a point on property line in center of a dry creek; thence North 19° 45' E along said center line of a dry creek, 1371 feet to a point on said south right of way line of a County road; thence South 78° 03' E, along said right of way line 978.5 feet; thence South 73° 05' E, along said right of way line, 341.5 feet to the point of beginning. Containing 40.8 acres, more or less, except the following described tract in the Northwest corner of said 40.8 acre tract:

A tract of land situated in the South half of Section 26, Township 3 South, Range 63 West of the 6th Principal Meridian, Adams County, Colorado, described as follows: Commencing at the Southeast corner Section 26, Township 3 South, Range 63 West of the 6th Principal Meridian, Adams County, Colorado, thence North 0° 15' East, 1700 feet to a point on the South right of way line of a County Road; thence northwesterly along said right of way line, 1878.5 feet to the true point of beginning; thence South 0° 0' East 171.5 feet; thence west on a line parallel to the south right of way line of a County Road, 1030 feet to a property line in the center of a dry creek; thence North 19° 45' East along said property line 178 feet to a point on said right of way line of a County Road; thence Southeasterly along said right of way line 1000 feet to the point of beginning. Containing 4.0 acres, more or less.

It is the intention of the Grantor herein to convey all of his mineral interest in the tract described above.

STC

SEP 12 8 00 AM '99

WILLIAM SOKOL  
COUNTY RECORDER  
ADAMS COUNTY, COLO.

B 092460

~~containing~~XXXXXXXXXXXXXXXXXXXX, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein their heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do es hereby warrant said title to Grantee the i heirs, executors, administrators, personal representatives, successors and assigns forever and do es hereby agree to defend all and singular the said property unto the said Grantee herein the i heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

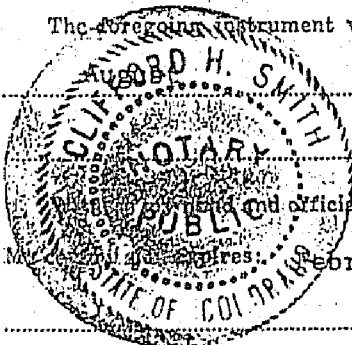
WITNESS                                  hand this 28th day of August 19 77

Shawn J. Capps  
SHAWN J. CAPPS

(COLORADO—GENERAL FORM)

STATE OF Colorado }  
COUNTY OF Arapahoe } ss.

The foregoing instrument was acknowledged before me this 26th day of August, 19 77, by Shawn J. Capps



Clifford H. Smith  
Notary Public



Audit No. OMA-3907

Div. No.

Land Dept. No. M.

BOOK 2354 PL 486

## RIGHT OF WAY LEASE

UNION PACIFIC RAILROAD COMPANY (hereinafter called "Lessor") hereby leases to

MELVIN J. MITCHELL and IDA M. MITCHELL

(abutting land owner's.)

of Bennett

Adams

County,

Colorado

80102

(hereinafter collectively called "Lessee"), for a period of twenty years from August 1,

1978

(unless sooner terminated in accordance with the terms hereof), a portion of its 400 foot right of way

in Adams

County,

Colorado

to be used for agricultural purposes only.

described as follows:

All that part of the right of way of the Lessor in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Twenty-six (26), Township Three (3) South, Range Sixty-three (63) West of the Sixth Principal Meridian, which is included between lines parallel with and distant respectively fifty (50) feet and two hundred (200) feet, measured at right angles from and on the northerly side of the center line of the main track of the railroad of the Lessor, as constructed, maintained and operated over and across said Section Twenty-six (26).

The Lessor hereby grants to the Lessee the right, at the Lessee's sole cost and expense, to remove and relocate one thousand three hundred eighty-four (1384) feet of the Lessor's present right of way fence now located on the outer boundary of the Lessor's right of way on the north side of the Lessor's railroad tracks to a location not less than fifty (50) feet from the center line of the Lessor's main railroad track in said South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Twenty-six (26), with the understanding that upon the expiration or sooner termination of this lease agreement, or whenever required so to do by the Lessor, the Lessee will reconstruct a fence on the outer boundary of the Lessor's right of way on the north side of the Lessor's railroad tracks in said South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Twenty-six (26).

This lease agreement is made with the express condition that the present Lessee, their successors or assigns, will upon the expiration or sooner termination of this lease, or whenever required so to do by the Lessor, reconstruct and relocate said fence to the outer boundary of the Lessor's right of way on the north side of the Lessor's railroad tracks.

Such reconstruction shall be done by the Lessee at the Lessee's sole cost and expense, and if the Lessee fails to reconstruct said fence, the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost of such reconstruction within thirty days after bill rendered.

All work of relocating and reconstructing said fence shall be done in accordance with the standards of the Lessor and in a manner satisfactory to the Lessor.

Effective upon the commencement of the term of the lease herein made, to wit, August 1, 1978, there shall be and hereby is terminated that certain lease agreement between the parties hereto dated March 5, 1965, identified in the records of the Lessor as L.D. No. M-57571 and having been recorded in the office of the County Recorder for Adams County, Colorado, on September 20, 1965, in Book 1248 at Page 391, covering the above described lease premises in Adams County, Colorado; provided, however, that such termination shall not affect any of the rights or obligations of the parties to said agreement dated March 5, 1965, which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior to such termination.

The leasehold estate hereby granted shall run with the title to the abutting land, situated in Adams County, Colorado, and described as follows: all that part of the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Twenty-six (26), Township Three (3) South, Range Sixty-three (63) West of the Sixth Principal Meridian, lying adjacent northerly to the right of way of the Lessor leased to the Lessee hereunder.

vol 13/127

Terminates L.D. No. M-57571, Aud. No. A-92777 - Same.

FORM 5386-A

B. T.

Should the title of this leasehold at any time during its life become severed from the title to the abutting land, then this lease shall become ipso facto null and void. Any sale or conveyance of such abutting land shall carry with it said leasehold estate and the purchaser or grantee shall become bound by the terms hereof as fully as the original Lessee. The Lessee is also to notify the Lessor of any transfer of the title of the abutting property owned by the Lessee.

As a consideration for this lease the Lessee is to pay in advance to the Lessor One Dollar per annum; to pay all taxes and assessments levied upon the leased premises during the continuance of this lease; not including taxes or assessments levied against the leased premises as a component part of the railroad property of Lessor in the state as a whole; to plow and maintain upon the outer boundary of Lessor's 400 foot right of way, or as near thereto as practicable, a fireguard at least six feet wide; to keep the leased premises free from combustible material; to plant no trees or shrubbery, and to erect no structures thereon; to put nothing upon the leased premises which might obstruct or interfere with the view; to close safely and securely, immediately after using, any gate, opening or bars in the fences of the Lessor which the Lessee may have acquired, or during the term hereof may acquire, the right to use, and not to use any such gate, opening or bars which the Lessee may not have acquired the right to use. Lessor reserves the right to take temporary or permanent possession of all or any portion of the leased premises whenever their use may become necessary or expedient, in the judgment of the Lessor, for railroad purposes, including the location of public or private warehouses, elevators, or other industries with the design to facilitate and promote traffic, or for, or in connection with, drilling for or mining of oil, gas, coal or other minerals of whatsoever nature upon or underlying the surface of the leased premises by the Lessor or by others with its permission.

In addition to the foregoing covenants and agreements, the Lessee agrees to cut and remove, or spray with weed-killing chemicals, all weeds on the leased premises. If the weeds are not controlled as above specified, and any governmental agency takes action to eradicate the same and bills the Lessor for the cost thereof, Lessee agrees to either pay the bill so rendered or reimburse the Lessor in the amount thereof, if paid by the Lessor.

This lease is subject to all outstanding superior rights, including those in favor of telegraph and telephone companies and for public highway purposes. This lease is made without covenant of title or to give possession or for quiet enjoyment. If by reason of a line change, or otherwise, the title of the Lessor shall cease before the expiration of the term above provided as to the whole or any part of the leased premises, or if the leasing of the above described premises is held to be, or should become, inconsistent with the law of the land, or if the whole or any part of the leased premises is required by or taken by action of any governmental authority or body for any street or highway or other public use, this lease and all rights, privileges and obligations hereby granted or imposed shall forthwith cease and terminate, in whole or in part as the case may be, but without prejudice to any right of either or both parties hereto, in the situation last mentioned, to make claim against such governmental authority or body. The Lessee shall have the right to cancel this lease at any time upon 30 days' written notice.

This lease is made subject to the right of the Lessor to grant such licenses and easements unto third persons as it in its sole discretion shall deem to be necessary, convenient or appropriate.

Lessor also reserves to itself the exclusive right to permit the location of advertising signs of any kind whatsoever on the leased premises.

This lease is to become null and void upon the failure of Lessee to keep any of the conditions hereof and is not to be assigned without the written consent of the Lessor. The Lessee will surrender peaceable possession of said premises at the expiration or termination of this lease.

It is understood that all covenants and agreements herein recited are made by the parties hereto for, and shall be binding upon, themselves and their heirs, executors, administrators, successors and assigns.

Dated this 26<sup>th</sup> day of December, 1978.

Witness: [Signature] UNION PACIFIC RAILROAD COMPANY,

By [Signature]

Director - Real Estate

Attest: [Signature] (Seal)  
Assistant Secretary.

The foregoing lease is accepted upon the terms therein stated on this 26<sup>th</sup> day

of September, 1978.

Witness:

[Signature] x [Signature]  
(Melvin J. Mitchell) Lessee  
[Signature] x [Signature]  
(Ida M. Mitchell) Lessee  
[Signature]

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 26<sup>th</sup> day of December, 1978, before me, a Notary

Public in and for said County, personally appeared E. D. DURHAM  
to me personally known to be the identical person whose name is signed to the foregoing instrument as  
Director - Real Estate of Union Pacific Railroad Company, a corporation, who, being by me duly sworn, did  
say that he is the Director - Real Estate and that the seal affixed to the foregoing instrument is the corporate  
seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by  
authority duly conferred according to law and said E. D. DURHAM

..... acknowledged said instrument to be his free and voluntary act and deed  
and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at OMAHA, NEBRASKA 68179  
....., on the date last aforesaid.

My commission expires 2-2-80

(Seal)

GLORIA M. JACOBY  
GENERAL NOTARIAL  
SEAL  
STATE OF NEBRASKA  
Commission Expires  
February 2, 1980

Gloria M. Jacoby  
Notary Public.

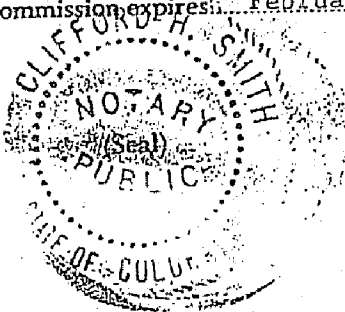
STATE OF Colorado }  
COUNTY OF Arapahoe } ss. ✓

On this 26th day of September, 1978, before me a Notary Public in and for

said County, personally appeared the above named Melvin J. Mitchell & Ida M. Mitchell  
....., who ..... personally known to me to be the identical person whose name they  
subscribed to the foregoing instrument as Lessee, and then and there acknowledged the execution of said  
instrument to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strasburg, Colorado  
....., on the date last aforesaid.

My commission expires February 14th, 1980



Clifford H. Smith  
Notary Public.

WILLIAM SOX  
COUNTY RECORDER  
ADAMS COUNTY, COLO.  
JUN 8 8 00 AM '79

B203390

294584  
OIL AND GAS LEASE

BOOK 2506 PAGE 612

THIS AGREEMENT, Entered into this the 3rd day of October, 1980  
between Melvin J. Mitchell and Ida M. Mitchell, husband and wife  
P. O. Box 103  
Bennett, Colorado 80102 Denver, Colo. 80203  
and Continental Gas Transmission Company, 243 E. 19th Ave., Suite 200 hereinafter called lessor, does witness:  
Ten (\$10.00) Dollars in hand paid and of the covenants and agreements hereinafter contained

1. That lessor, for and in consideration of the sum of Ten (\$10.00) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let, and by these presents does hereby grant, lease, and let exclusively unto the lessee the herinafter described land, and with the right to enter this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereunto provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and all other gases and their respective constituent vapors, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and for housing and boarding employees, said tract of land with any reversionary rights therein being situated in the County of Adams State of Colorado and described as follows:

Township 3 South, Range 63 West  
All that part of the South  $\frac{1}{2}$  of Section 26 which lies South of the South line of County Road #69 and North of the Union Pacific Railroad Right of Way, except the West 30 feet thereof and except the East 30 feet thereof.

and containing 278.97 acres, more or less.

2. It is agreed that this lease shall remain in full force for a term of Three (3) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land or from lands with which said land is consolidated, or the premises are being developed or operated.

3. In consideration of the premises the said lessee covenants and agrees:  
To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth ( $\frac{1}{8}$ ) part of all oil produced and saved from the leased premises.

4. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth ( $\frac{1}{8}$ ) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth ( $\frac{1}{8}$ ) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth ( $\frac{1}{8}$ ) of the proceeds received by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth ( $\frac{1}{8}$ ) of the value, at the mouth of the well, of the proceeds computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee off the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereto.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually on the anniversary date of this lease following the end of each such year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 3rd day of October, 1981 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First Nat'l Bank of Strasburg Bank at Strasburg, Colorado 80136 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Two hundred seventy eight & 97/100 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like terms shall the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereupon surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

6. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof shall continue in force just as though there had been no interruption in the rental payments.

7. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so required.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of, this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing. Lessee agrees, upon the completion of any test as a dry hole or upon the abandonment of any producing well, to restore the premises to their original contour as near as practicable and to remove all installations within a reasonable time.

9. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

10. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling at any time while this lease is in force, this lease shall remain in force and its terms shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins, or resumes the payment of rentals to the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within sixty (60) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee is hereby expressly granted the right and privilege (which Lessee may exercise at any time either before or after production has been obtained upon this premises or any premises consolidated herewith) to consolidate the gas leasehold estate created by the execution and delivery of this lease, or any part or parts thereof, with any other gas leasehold estate or estates to form one or more gas operating units of not to exceed approximately 640 acres each. If such operating unit or units is so created by Lessee, Lessor agrees to accept and shall receive out of the gas production from each such unit such portion of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit. The computation of the gas royalty as the number of acres out of this lease placed in such unit bears to the total number of acres included in such unit shall be incommenced or completion of a well, or the continued operation or production of gas from an existing well, on any portion of an operating unit shall be construed and considered as the commencement or completion of a well, or the continued operation of, or production of gas from a well on each and all of the lands within and comprising such operating unit; provided, that the provisions of this paragraph shall not affect the payment or non-payment of delay rentals with respect to portions of this premises not included in the unit, but this lease as to such portions of this premises not included in a unit shall be deemed to be a separate lease. In the event portions of the above described lands are included in several units, each portion so included shall constitute a separate lease, and the particular owner or owners of the lands under each separate lease shall be solely entitled to the benefits of and be subject to the obligations of lessor under each separate lease. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the consolidated acreage.

14. This lease and all its terms, conditions and stipulations shall extend to, and be binding on each of the parties who signs this lease, regardless of whether such lessor is named above and regardless of whether it is signed by any of the other parties herein named as lessors. This lease may be assigned in counterparts, each to have the same effect as the original.

IN WITNESS WHEREOF, we sign the day and year first above written.  
Witness:

Melvin J. Mitchell  
MELVIN J. MITCHELL SS#523-30-6619  
Ida M. Mitchell  
IDA M. MITCHELL SS#521-34-6178



STATE OF COLORADO }  
COUNTY OF ADAMS }

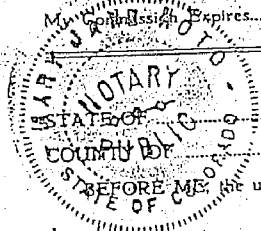
Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of October, 1980, personally appeared Melvin J. Mitchell

and Ida M. Mitchell, husband and wife,  
to me known to be the identical person... described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires December 13, 1982

Mary Jane Noto  
Mary Jane Noto Notary Public



Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of 19, personally appeared

and to me known to be the identical person... described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires Notary Public.

ACKNOWLEDGMENT (For use by Corporation)

State of ss.  
County of

On this day of A. D. 19, before me personally appeared to me personally known, who, being by me duly sworn, did say that he is the of

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this day of A. D. 19

Notary Public.

(SEAL)

My Commission expires

B 294584

No. WILLIAM SCOTT  
COUNTY RECORDER  
ADAMS COUNTY, COLO.

FROM NOV 12 8 00 AM '80

TO

Dated 19

No. Acres

County

Term

This instrument was filed for record on the

day of 19 at

o'clock M., and duly recorded in

Volume Page

of the records of this office.

County Clerk.

By Deputy

When recorded return to

CONTINENTAL GAS TRANSMISSION COMPANY  
243 East 18th Avenue, Suite 200 York Bldg. Denver, CO 80203

400

MHC 15

312323

MINERAL AND ROYALTY CONVEYANCE

Fully Non-Participating

BOOK 2536 PAGE 326

KNOW ALL MEN BY THESE PRESENTS, That MELVIN J. MITCHELL AND  
IDA M. MITCHELL, HUSBAND AND WIFE,

of Adams County, State of Colorado hereinafter called Grantor,  
for and in consideration of the sum of Ten and more DOLLARS  
(\$ 10.00 ) cash in hand paid by Wayne A. Mitchell

hereinafter called Grantee s, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee s an undivided one-third (1/3) interest in and to all of the oil, gas and other minerals in and under, and that may be produced from the following described land situated in Adams County, State of Colorado to-wit:

All that part of the South one-half which lies South of the South line of County Road #69 and North of the Union Pacific Railroad Right-of-Way except the West 30 feet thereof and except the East 30 feet thereof

of Section 26 Township 3 South Range 63 West containing 278.97 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, and exploring said lands for oil, gas, and other minerals and removing the same therefrom, with the right at any time to remove any or all equipment in connection therewith, subject, however, to the further provisions hereof.

It is understood that this conveyance is made subject to the terms and provisions of any valid, subsisting oil and gas lease which may appear of record covering the hereinabove described lands and includes the undivided interest herein granted of all royalties due and to be paid under the terms of any such lease insofar as it covers said land, subject in all respects to the provisions of the next succeeding paragraph hereof.

It is understood and agreed that none of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantees and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event none of the lease interests, future rentals and bonuses on said land for oil, gas, and other mineral privileges shall be owned by the said Grantee s. Grantor reserves the sole and exclusive right to lease the premises for oil and gas purposes for such period and upon such terms and conditions as Grantor deems satisfactory, provided that any such lease shall reserve at least the customary one-eighth royalties.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, appurtenances thereto in anywise belonging unto the said Grantee s, herein, their heirs and assigns for a period of the next three years from October 3, 1980 and as long thereafter as oil and/or gas is produced from these premises or the property is being developed or operated and grantor s do hereby bind them selves, their heirs, executors and administrators to warrant and forever defend all and singular the said property unto said Grantee s herein, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, and agree that the Grantee s shall have the right at any time to redeem for Grantors by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Grantors, and be subrogated to the rights of the holder thereof.

Witness our hands this 3 day of March, 19 81

Witness

Melvin J. Mitchell

Ida M. Mitchell

312323

WILLIAM SOKOL  
COUNTY RECORDER  
ADAMS COUNTY, COLO.

MAR 6 11 05 AM '81

STATE OF COLORADO  
COUNTY OF Adams

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this.....

day of..... 19 81, personally appeared.....  
MELVIN J. MITCHELL

C.D.

and.....  
IDA M. MITCHELL, HUSBAND AND WIFE,

..... to me known to be the identical person..... described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that..... they..... duly executed the same as..... their..... free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires.....  
..... Notary Public.

STATE OF COLORADO  
COUNTY OF ARAPAHOE

Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

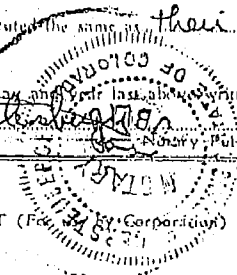
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this..... 3RD

day of MARCH 19 81, personally appeared..... MELVIN J. MITCHELL

and..... IDA M. MITCHELL

..... to me known to be the identical person..... described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that..... they..... duly executed the same as..... their..... free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires..... 10-1-84  
..... Notary Public.



State of.....  
County of.....

ACKNOWLEDGMENT (For..... Corporation)

On this..... day of..... A. D. 19..... before me personally  
appeared..... to me personally known, who, being by  
me duly sworn, did say that he is the..... of.....

..... and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
..... acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this..... day of..... A. D. 19.....

(SEAL)

Notary Public.

My Commission expires.....

No. ....	FROM	TO	Dated..... 19.....	No. Acres.....	County.....	Term.....	This instrument was filed for record on the..... day of..... 19..... at..... o'clock..... M., and duly recorded in Volume..... Page..... of the records of this office.	County Clerk.....	Deputy.....	When recorded return to.....
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CONTINENTAL GAS TRANSMISSION COMPANY  
243 East 16th Avenue, Suite 200 York Bldg. Denver, CO 80203

*Boyle*

402

312324

MHC 15

MINERAL AND ROYALTY CONVEYANCE

Fully Non-Participating

BOOK 2536 PAGE 328

KNOW ALL MEN BY THESE PRESENTS, That MELVIN J. MITCHELL AND  
IDA M. MITCHELL, HUSBAND AND WIFE,

of Adams County, State of Colorado hereinafter called Grantor,  
for and in consideration of the sum of Ten and More DOLLARS  
(\$ 10.00) cash in hand paid by Valeria C. Pinzenscham

hereinafter called Grantee S, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver unto said Grantee S an undivided one-third (1/3) interest in and to all of the oil, gas and other minerals in and under, and that may be produced from the following described land situated in Adams County, State of Colorado to-wit

All that part of the South one-half which lies South of the South line of County Road #69 and North of the Union Pacific Railroad Right-of-Way except the West 30 feet thereof and except the East 30 feet thereof

of Section 26 Township 3 South Range 63 West containing 278.97 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling, and exploring said lands for oil, gas, and other minerals and removing the same therefrom, with the right at any time to remove any or all equipment in connection therewith, subject, however, to the further provisions hereof.

It is understood that this conveyance is made subject to the terms and provisions of any valid, subsisting oil and gas lease which may appear of record covering the hereinabove described lands and includes the undivided interest herein granted of all royalties due and to be paid under the terms of any such lease insofar as it covers said land, subject in all respects to the provisions of the next succeeding paragraph hereof

It is understood and agreed that none of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee S, and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event none of the lease interests, future rentals and bonuses on said land for oil, gas, and other mineral privileges shall be owned by the said Grantee S. Grantor reserves the sole and exclusive right to lease the premises for oil and gas purposes for such period and upon such terms and conditions as Grantor deems satisfactory, provided that any such lease shall reserve at least the customary one-eighth royalties.

TO HAVE AND TO HOLD the above described property, together with all and singular the rights, appurtenances thereto in anywise belonging unto the said Grantee S, herein, their heirs and assigns for a period of the next three years from October 3, 1980 and as long thereafter as oil and/or gas is produced from these premises or the property is being developed or operated and grantor S do hereby bind them selves, their heirs, executors and administrators to warrant and forever defend all and singular the said property unto said Grantee S herein, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, and agree that the Grantee S shall have the right at any time to redeem for Grantors by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Grantors, and be subrogated to the rights of the holder thereof

Witness our hands this 3 day of March, 1981

WILLIAM SOKOL  
COUNTY RECORDER  
ADAMS COUNTY, COLO.

MAR 6 11 05 AM '81

Melvin J. Mitchell  
Melvin J. Mitchell

Ida M. Mitchell  
Ida M. Mitchell

B 312324

328 350

STATE OF Colorado } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
COUNTY OF Adams } ss. Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ...  
day of ... 19 81... personally appeared  
MELVIN J. MITCHELL

and IDA M. MITCHELL, HUSBAND AND WIFE,  
... to me known to be the identical person, s. described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free  
and voluntary act and deed for the uses and purposes therein set forth

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires  
Notary Public.

STATE OF COLORADO } ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
COUNTY OF ARAPAHOE } ss. Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned a Notary Public, in and for said County and State, on this 3RD  
day of MARCH 19 81 personally appeared Melvin J. Mitchell.

and IDA M. Mitchell  
... to me known to be the identical person, s. described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires 10-1-84  
Ronald E. Austberry

State of ... } ss. ACKNOWLEDGMENT (For use by Corporation)  
County of ...  
On this ... day of ... A. D. 19 ... before me personally  
appeared ... to me personally known, who, being by  
me duly sworn, did say that he is the  
of ...  
and that the seal affixed to said instrument is the corporate seal of said corpora-  
tion and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
acknowledged said instrument to be the free act and deed of said corporation.  
Witness my hand and seal this ... day of ... A. D. 19 ...  
(SFAL) ... Notary Public  
My Commission expires. ...

No.	FROM	TO
Dated	19	
No. Acres		
Term		
This instrument was filed for record on the		
day of	19	
Volume		
at		
M. and duly recorded in		
Page		
of the records of this office.		
County Clerk		
Deputy		
When recorded return to		
CONTINENTAL GAS		
Name- MITCHELL		

15-

B 9 1 4 1 7 6  
BOOK 3621 PAGE 995

**914176**  
STIPULATION  
AND  
AGREEMENT

WILLIAM SOKOL  
COUNTY RECORDER  
ADAMS COUNTY, COLO.

Nov 16 3 07 PM '89

THE UNDERSIGNED, being all of the heirs and/or devisees of the Estate of Ida Marie Mitchell, also known as Ida M. Mitchell, deceased, (Probate No. 87PR247 - Arapahoe County District Court) enter into this agreement or statement of intent concerning the property described on Exhibit A attached hereto:

- (1) The parties hereto have, by various deeds, divided the property into three agreed upon parcels which they deemed to be fair and equitable;
- (2) The parties hereto wished to retain oil, gas, and other mineral interest in all of the property described in Exhibit A;
- (3) The parties hereto are unable to determine, and do not want to incur the expense of such determination at this time, the total mineral interest held by said decedent, and therefore by the exchange of the various mineral deeds in said property, intended that all of the oil, gas, and other mineral interests held by Melvin J. Mitchell and Ida M. Mitchell in said property go to the following in the interest set forth below:

Wayne A. Mitchell - undivided one-half interest;  
Valeria C. Pinzenscham - undivided one-fourth interest;  
Shawn Capps - undivided one-fourth interest.

- (4) It is further stipulated and agreed that any person for any reason may use this agreement or a signed copy thereof, or a certified copy thereof, in any proceeding for the determination of the intent of the parties in the execution of the various deeds that heretofore have been executed to accomplish said intent.

It is agreed that the foregoing shall be binding upon their heirs and assigns.

Shawn Capps  
Shawn Capps

Wayne A. Mitchell  
Wayne A. Mitchell

Valeria C. Pinzenscham  
Valeria C. Pinzenscham

STATE OF COLORADO                    )  
   ) ss.  
 COUNTY OF ARAPAHOE                )

The foregoing Stipulation and Agreement was acknowledged before me this 9th day of November, 1989, by Wayne A. Mitchell and Valeria C. Pinzenscham.

Witness my hand and official seal.

My commission expires: 7-10-89



*[Signature]*  
 Notary Public

STATE OF COLORADO                    )  
   ) ss.  
 COUNTY OF ARAPAHOE                )

The foregoing Stipulation and Agreement was acknowledged before me this 10th day of November, 1989, by Shawn Capps.

Witness my hand and official seal.

My commission expires: 7-10-89



*[Signature]*  
 Notary Public

EXHIBIT A

All that part of the South  $\frac{1}{2}$  of Section 26,  
Township 3 South, Range 63 West which lies  
South of the South line of County Road #69  
and North of the Union Pacific Railroad Right  
of Way.

Except the West 30 feet thereof,  
Except the East 30 feet thereof, and  
Except part conveyed by instrument recorded  
in book 2643 at page 985.



BOOK 3564 PAGE 304

## MINERAL DEED

KNOW ALL MEN BY THESE PRESENTS, That Wayne Mitchell, aka Wayne A. Mitchell  
and Jerry A. Mitchell

of Bennett, Colorado, 80102 hereinafter called Grantor (whether one or more)  
(Give Exact Postoffice Address)  
for and in consideration of the sum of Ten. and no/100 Dollars  
(\$ 10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby

Shawn J. Capps of Bennett, Colorado, 80102  
(Give Exact Postoffice Address)  
hereinafter called Grantee (whether one or more) an undivided one-eighth (1/8) interest in  
and to all of the oil, gas, and other minerals in and under and that may be produced from the following described  
lands situated in Adams County, State of Colorado to-wit:

As set forth in Exhibit A, attached hereto and made a part hereof by reference.

FOR TITLE PURPOSES ONLY - NO FEE REQUIRED

[illegible][illegible][illegible]

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein.....heirs, successors, personal representatives, administrators, executors, and assigns forever, and Grantor do.....hereby warrant said title to Grantee.....heirs, executors, administrators, personal representatives, successors and assigns forever and do.....hereby agree to defend all and singular the said property unto the said Grantee herein.....heirs, successors, executors, personal representatives, and assigns against every person whomsoever claiming or to claim the same or any part thereof.

WITNESS my hand this 12th day of May 1989

Wayne Mitchell, aka Wayne A. Mitchell

*Jerry A. Mitchell*  
 \_\_\_\_\_  
 \_\_\_\_\_  
*Jerry A. Mitchell*  
 Jerry A. Mitchell

(COLORADO--GENERAL FORM)

STATE OF Colorado }  
COUNTY OF Arapahoe } ss.

The foregoing instrument was acknowledged before me this 12th day of June, 2018.

May 19 89 by

Wayne Mitchell, aka Wayne A. Mitchell and Jerry A. Mitchell

Witness my hand and official seal.

My commission expires: 7-10-90

Notary Public



6.00  
T  
JH

1221835

EXHIBIT A

All that part of the South  $\frac{1}{2}$  of Section 26, Township 3 South, Range 63 West which lies South of the South line of County Road #69 and North of the Union Pacific Railroad Right of Way.

Except the West 30 feet thereof and  
Except the East 30 feet thereof

And except a tract of land situated in the S $\frac{1}{2}$  of Section 26, Township 3 South, Range 63 West of the 6th P.M., described as follows:

COMMENCING at the Southeast corner of said Section 26; thence N0°15'E 1700 feet to a point on the South right of way line of a County road; thence N73°05'W along said right of way line, 1558.5 feet to the TRUE POINT OF BEGINNING; thence S0°05'E 990 feet; thence S89°58'W, 1746.4 feet to a point on property line in center of a dry creek; thence N19° 45'E along said center line of a dry creek, 1371 feet to a point on said South right of way line of a County road; thence S78°05'E, along said right of way line 978.5 feet; thence S73°05'E, along said right of way line, 341.5 feet to the POINT OF BEGINNING.

Excepting therefrom the following described property in the Northwest corner of said tract:

COMMENCING at the Southeast corner Section 26, Township 3 South, Range 63 West of the 6th P.M., thence N0°115'E, 1700 feet to a point on the South right of way line of a County Road; thence Northwesterly long said right of way line, 1878.5 feet to the TRUE POINT OF BEGINNING; thence S0°0'E 171.5 feet; thence West on a line parallel to the South right of way line of a County Road, 1030 feet to a property line in the center of a dry creek; thence N19°45'E along said property line 178 feet to a point on said right of way line of a County Road; thence Southeasterly along said right of way line 1000 feet to the POINT OF BEGINNING.

Mid-Continent Royalty  
Owners Association  
Approved Form Revised

## BOOK 3715 PAGE 122

A tract of land situated in the S1 of Section 26, Township 3 South, Range 63 West of the 6th P.M., described as follows:  
COMMENCING at the Southeast corner of said Section 26; thence N0°15'E 1700 feet to a point on the South right of way line of a County road; thence N73°05'W along said right of way line, 1558.5 feet to the TRUE POINT OF BEGINNING; thence S0°05'E 990 feet; thence S89°58'W, 1746.4 feet to a point on property line in center of a dry creek; thence N19°45'E along said center line of a dry creek, 1371 feet to a point on said South right of way line of a County road, thence S78°05'E, along said right of way line 978.5 feet; thence S73°05'E, along said right of way line, 341.5 feet to the POINT OF BEGINNING.

containing 44.8 acres, more or less, together with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead.

This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease and hereafter executed, it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all houses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof, provided that if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

[illegible]

WITNESS... our hands this 23rd

day of July 1990

Valeria Pinzensham, Valeria C. Pinzensham  
Valeria Pinzensham, a/k/a Valeria C.

## Pinzenscham

Shawn Capps

(COLORADO—GENERAL FORM)

STATE OF COLORADO  
COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of

... 19 90 ... by Valeria Pinzenscham, a/k/a

Valeria C. Pinzenscham and Shawn Capps

Witness my hand and official seal.

commission expires:

\_\_\_\_\_ 11-29-2 \_\_\_\_\_  
 \_\_\_\_\_ James Olvid \_\_\_\_\_  
 \_\_\_\_\_ Notary Public \_\_\_\_\_

BOOK 3715 PAGE 124

BOOK 3715 PAGE 124

*James Ollrich*  
Notary Public

**Notary Public**

937013

E 9 3 7 0 1 3

BOOK 3662 PAGE 97  
ROBERT SACK

COUNTY RECORDER  
ADAMS COUNTY COLO

AGREEMENT

APR 6 8 07 AM '90

This Agreement is entered into this 8 day of Feb, 1990 by SHAWN CAPPS, WAYNE A. MITCHELL and VALERIA C. PINZENSCHAM, all of the County of Adams, State of Colorado.

- (1) All of the parties hereto own property in the South one-half (S1) of Section 26, Township 3 South, Range 63 West which lies South of the South line of County Road #69 and North of the Union Pacific Railroad right-of-way.
- (2) The parties hereto wish to grant to each other the right of first refusal, in case of the sale of any part of the above described property.

NOW THEREFORE in consideration of the covenants and promises contained herein and reliance thereon, it is agreed:

In the event any of the parties, alone or in conjunction with others, hereby shall receive an acceptable bona fide offer to purchase all or part of the above described property, and the offer of purchase shall be satisfactory to either or both of the other parties hereto, the selling party or parties shall give the other party or parties the right to purchase the selling property at the price and on the terms of the offer so made. This right shall be extended by the selling party or parties giving written notice of the offer by certified mail to the non-selling party or parties at the address provided herein, requiring the non-selling party or parties to accept the offer in writing and to sign a suitable contract to purchase within 30 days after mailing the notice.

If the non-selling party or parties fail to exercise the right to purchase or refuse to purchase under the terms specified above, this right is nullified and voided, and the selling party or parties shall be at liberty to sell the premises to any other person or firm on the terms of the bona fide offer.

In the event two of the non-selling parties exercise the right to purchase provided for herein, they shall then both be entitled to an undivided one-half interest in the property being sold.

This right of first refusal shall be personal to the parties hereto and terminates on the death of each party. The obligation to tender all bona fide offers to surviving parties shall run with the land and be binding on the heirs and assigns of any deceased party; such obligation shall terminate on the death of all parties hereto.

Sales or transfers to decedents of Ida Marie Mitchell and Melvin J. Mitchell are exempt from this agreement and not subject to the right of first refusal as provided herein.

Shawn Capps  
Shawn Capps

Wayne A. Mitchell  
Wayne A Mitchell

49900 Old Victory Rd  
Address

Box 267  
Address

Bennett Colo 80102

Bennett Colo 80102

Valeria C. Pinzelscham  
Valeria C. Pinzelscham

Rt 1 Box 112  
Address

Bennett Colo 80102

B1259663 BK 4344 PG 360 - 360 06/23/94 11 40  
ROBERT SACK ADAMS CTY CO REC 05.00 DUC 00.00

01259663

BOOK 4344 PAGE 360

June 15, 1994

Wayne A. Mitchell  
Bennett, Colorado 80102

R.E. Right of first refusal to purchase land encompassed by Oak Park  
Subdivision, County of Adams, State of Colorado.

To Whom It May Concern:

Please be advised that we do not intend to exercise our rights to purchase  
the above described property as prescribed in agreement executed by Shawn Capps,  
Wayne A. Mitchell, and Valeria C. Pinzenscham, recorded April 6, 1990 in  
Book 3662 at Page 97 in Adams County Clerk and Recorder Office.

We hereby release Wayne A. Mitchell, his heirs, successors, and assigns,  
forever from all our rights and interests relating to above described agree-  
ment of First Right of Refusal in and to said Oak Park Subdivision, and the  
roads and rights of way being part of said Subdivision.

In Witness whereof we have executed this release on the date set forth above.

Valeria C. Pinzenscham  
Valeria C. Pinzenscham

Shawn Capps  
Shawn Capps

STATE OF COLORADO

County of Adams

The foregoing instrument was acknowledged before me this 15th day of  
June, 1994, by Valeria C. Pinzenscham and Shawn Capps.

My Commission expires January 31  
official seal.

, 1995. Witness my hand and

Charles T. Tamm  
Notary Public

STAC # L800812- Record \$5.00 Adams County



STATE OF COLORADO )

COUNTY OF ADAMS )

B1232380 BK 4284 PG 548- 553 03/28/94 08:00  
ROBERT SACK ADAMS CTY CO REC 00.00 DOC 00.00

BK 4284 PAGE 548  
01232380

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on MONDAY the 16TH day of MARCH 1994 there were present:

G.A. DeHerrera	Chairman
Elaine T. Valente	Commissioner
Harold E. Kite	Commissioner
Ron Carl, Asst.	County Attorney
Lucy Trujillo, Deputy	Clerk of the Board

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

**RESOLUTION ACCEPTING DEED FROM SHAWN J. CAPPS FOR THE DEDICATION OF STREET RIGHT-OF-WAY FOR OAK PARK DRIVE SOUTH OF OLD VICTORY HIGHWAY AND A DRAINAGE EASEMENT OFF OF OAK PARK DRIVE TO KIOWA CREEK**

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a deed from Shawn J. Capps, for the following-described property:

See Exhibit A attached hereto and made a part hereof.

WHEREAS, this property is being conveyed in conjunction with the construction of Oak Park Drive by the developer and is located at approximately on Oak Park Drive south of Old Victory Highway and off of Oak Park Drive to Kiowa Creek; and,

WHEREAS, the Adams County Planning Commission has recommended by Resolution of March 10, 1994, that the Board of County Commissioners accept said Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Deed from Shawn J. Capps is hereby accepted.

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

<u>DeHerrera</u>	Aye
<u>Valente</u>	Aye
<u>Kite</u>	Aye

Commissioners

STATE OF COLORADO )  
County of Adams )

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, this 16TH day of March, A.D. 1994.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Robert Sack

By

Lucy Trujillo  
Deputy



## RESOLUTION

At a regular meeting of the Planning Commission for Adams County, Colorado held at the Administration Building in Brighton on Thursday the 10th day of March 1994, A.D., the following proceedings, among others, were had and done, to wit.

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a deed from Shawn J. Capps for the dedication of street right-of-way for Oak Park Drive south of Old Victory Highway and a Drainage Easement off of Oak Park Drive to Kiowa Creek described as follows:

Legal description as set forth in Exhibit "B" attached hereto

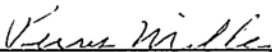
AND WHEREAS, this dedication is in conjunction with the construction of Oak Park Drive by the developer for access to their property and drainage off their property

AND WHEREAS, this property is located on Oak Park Drive south of Old Victory Highway and off of Oak Park Drive to Kiowa Creek.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Perry Miller Chairman of the Adams County Planning Commission do hereby certify that the annexed and foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Perry Miller, Chairman  
Adams County Planning Commission

## LEGAL DESCRIPTION FOR OAK PARK ROAD

EXHIBIT 'C'

PROPERTY ACQUIRED BY ADAMS COUNTY FROM SHAWN J. CAPPS.

A STRIP OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. SAID STRIP OF LAND IS SITUATED OVER AND ACROSS A PARCEL OF LAND AS DESCRIBED IN A DEED THAT IS RECORDED IN BOOK 3564 AT PAGE(S) 303 OF ADAMS COUNTY RECORDS SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS  $S00^{\circ}00'00''E$  A DISTANCE OF 2664.34 FEET; THENCE  $S00^{\circ}00'00''E$  ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 2234.80 FEET; THENCE  $S89^{\circ}32'46''W$  A DISTANCE OF 1122.13 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED IN A DEED RECORDED IN BOOK 3564 AT PAGE(S) 303 THIS POINT BEING THE POINT OF BEGINNING; THENCE  $N00^{\circ}03'56''W$  ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAK PARK ROAD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- (1.)  $S89^{\circ}32'46''W$  A DISTANCE OF 703.74 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF  $48^{\circ}46'10''$ , A RADIUS LENGTH OF 60.00 FEET, A CHORD LENGTH OF 23.12 FEET WHICH BEARS  $N66^{\circ}04'09''W$ ;
- (2.) ALONG SAID ARC TO THE RIGHT A DISTANCE OF 23.83 FEET TO POINT OF REVERSE CURVATURE ALSO THE START OF A CUL-DE-SAC, FROM WHENCE THE CENTER OF SAID CUL-DE-SAC BEARS  $S48^{\circ}18'56''W$ , A RADIAL DISTANCE OF 60.00 FEET, HAVING A CENTRAL ANGLE OF  $138^{\circ}46'10''$  A CHORD LENGTH OF 112.32 FEET WHICH BEARS  $S68^{\circ}55'51''W$ ;
- (3.) ALONG THE ARC AND CURVING TO THE LEFT A DISTANCE OF 145.32 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL; THENCE DEPARTING FROM THE SAID NORTH RIGHT-OF-WAY LINE  $N89^{\circ}32'46''E$  ALONG SAID SOUTH LINE A DISTANCE OF 829.72 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.621 ACRES MORE OR LESS.

AND INCLUDING A DRAINAGE EASEMENT

A 30 FOOT WIDE STRIP OF LAND LOCATED IN THE S  $1/2$  OF SAID SECTION 26. SAID STRIP BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST  $1/4$  CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS  $S00^{\circ}00'00''E$ ; THENCE  $S41^{\circ}10'00''W$  A DISTANCE OF 2958.25 FEET TO A POINT ON THE NORTHWESTERLY CURVE OF A 60 FOOT RADIUS CUL-DE-SAC ON OAK PARK ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE  $N53^{\circ}32'15''W$  ALONG SAID CENTERLINE A DISTANCE OF 34.65 FEET TO A POINT IN A NATURAL SWALE; THENCE  $N53^{\circ}W$  ALONG THE SWALE A DISTANCE OF 1000 FEET MORE OR LESS TO KIOWA CREEK.

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder

### WARRANTY DEED

THIS DEED, Made this 6th day of October 19 93 .  
between Shawn J. Capps

BOOK 4284 PAGE 551

County of Adams of the said State of Colorado, grantor(s) and

The County of Adams, State of Colorado

whose legal address is 450 South 4th Avenue  
Brighton, Colorado 80601

of the said County of Adams State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in consideration of the sum of  
good and valuable Consideration DOLLARS,  
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do th  
grant, bargain, sell, convey, and confirm, unto the grantee(s), its successors heirs and assigns forever, all the real property, together with  
improvements, if any, situate, lying and being in the said County of Adams State of Colorado,  
described as follows.

Legal description as set forth in Exhibit "C" attached hereto  
and incorporated by this reference.

also known by street and number as Dedicated for Oak Park Road

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

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its successors  
and assigns forever And the grantor(s), for her self, her heirs and personal representatives, doth covenant, grant,  
bargain, and agree to and with the grantee(s), its heirs and assigns, that at the time of the sealing and delivery of these presents,  
she is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance,  
in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as  
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and  
restrictions of whatever kind or nature soever, except NONE.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession  
of the grantee(s), its successors heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof  
IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

\_\_\_\_\_  
Shawn J. Capps  
Shawn J. Capps

STATE OF COLORADO

County of Adams

The foregoing instrument was acknowledged before me this 6th day of October 19 93

My Commission Expires 7-08-96

Witness my hand and official seal

Sue Gardner  
244 Jackson Ct  
Bennett CO 80102

Notary Public

\*If in Denver, insert "City and"

## EXHIBIT 'C'

PROPERTY ACQUIRED BY ADAMS COUNTY FROM SHAWN J. CAPPS.

A STRIP OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. SAID STRIP OF LAND IS SITUATED OVER AND ACROSS A PARCEL OF LAND AS DESCRIBED IN A DEED THAT IS RECORDED IN BOOK 3564 AT PAGE(S) 303 OF ADAMS COUNTY RECORDS. SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS  $S00^{\circ}00'00''E$  A DISTANCE OF 2664.34 FEET; THENCE  $S00^{\circ}00'00''E$  ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 2234.80 FEET; THENCE  $S89^{\circ}32'46''W$  A DISTANCE OF 1122.13 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED IN A DEED RECORDED IN BOOK 3564 AT PAGE(S) 303 THIS POINT BEING THE POINT OF BEGINNING; THENCE  $N00^{\circ}03'56''W$  ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAK PARK ROAD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

(1.)  $S89^{\circ}32'46''W$  A DISTANCE OF 703.74 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF  $48^{\circ}46'10''$ , A RADIUS LENGTH OF 60.00 FEET, A CHORD LENGTH OF 23.12 FEET WHICH BEARS  $N66^{\circ}04'09''W$ ;

(2.) ALONG SAID ARC TO THE RIGHT A DISTANCE OF 23.83 FEET TO POINT OF REVERSE CURVATURE ALSO THE START OF A CUL-DE-SAC, FROM WHENCE THE CENTER OF SAID CUL-DE-SAC BEARS  $S48^{\circ}18'56''W$ , A RADIAL DISTANCE OF 60.00 FEET, HAVING A CENTRAL ANGLE OF  $138^{\circ}46'10''$  A CHORD LENGTH OF 112.32 FEET WHICH BEARS  $S68^{\circ}55'51''W$ ;

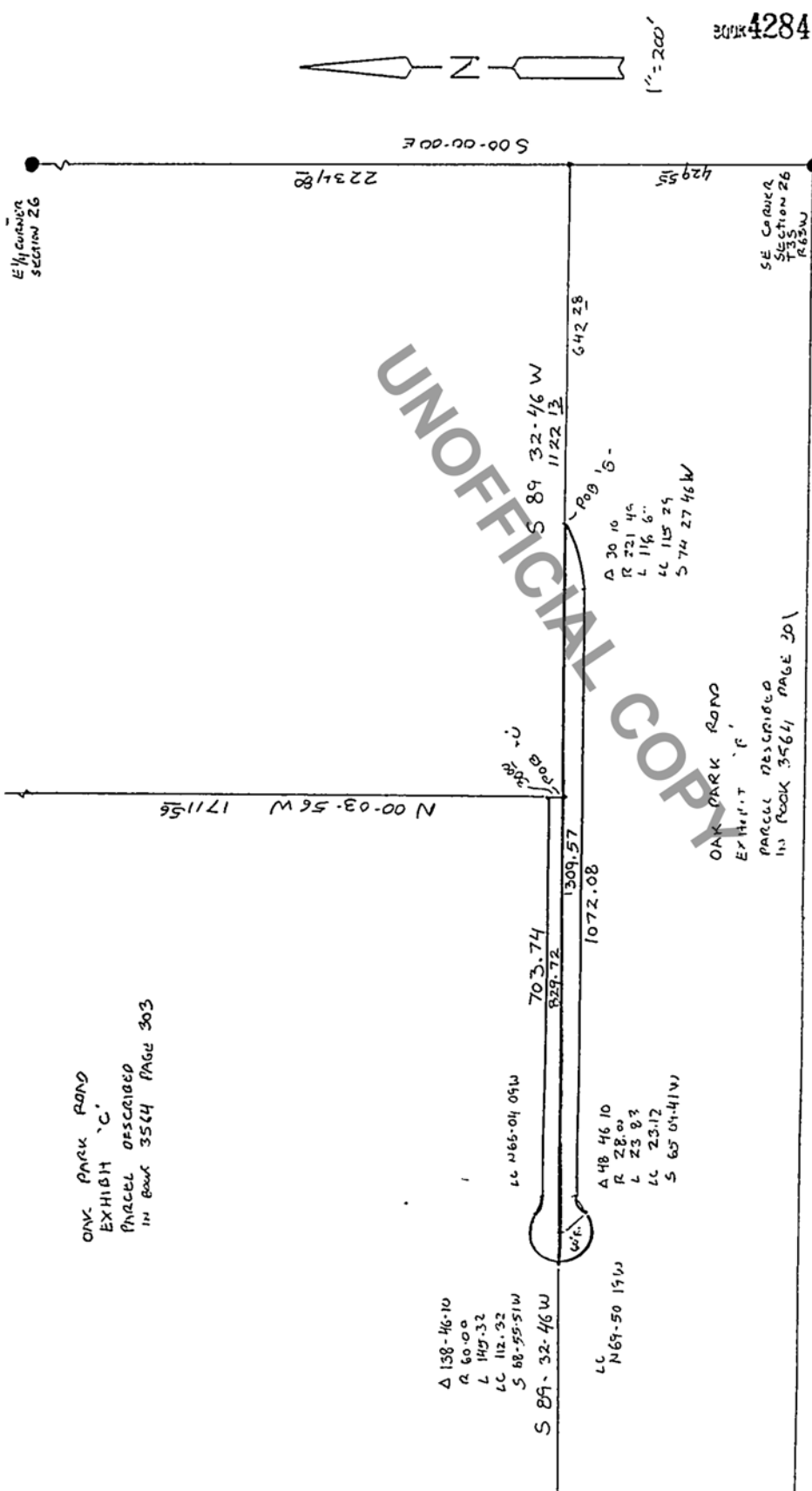
(3.) ALONG THE ARC AND CURVING TO THE LEFT A DISTANCE OF 145.32 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL; THENCE DEPARTING FROM THE SAID NORTH RIGHT-OF-WAY LINE  $N89^{\circ}32'46''E$  ALONG SAID SOUTH LINE A DISTANCE OF 829.72 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.621 ACRES MORE OR LESS.

AND INCLUDING A DRAINAGE EASEMENT

A 30 FOOT WIDE STRIP OF LAND LOCATED IN THE S  $1/2$  OF SAID SECTION 26. SAID STRIP BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST  $1/4$  CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS  $S00^{\circ}00'00''E$ ; THENCE  $S41^{\circ}10'00''W$  A DISTANCE OF 2958.25 FEET TO A POINT ON THE NORTHWESTERLY CURVE OF A 60 FOOT RADIUS CUL-DE-SAC ON OAK PARK ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE  $N53^{\circ}32'15''W$  ALONG SAID CENTERLINE A DISTANCE OF 34.65 FEET TO A POINT IN A NATURAL SWALE; THENCE  $N53^{\circ}W$  ALONG THE SWALE A DISTANCE OF 1000 FEET MORE OR LESS TO KIOWA CREEK.



OAK PARK ROAD  
EXHIBIT 'C'  
PARCEL DESCRIBED  
IN BOOK 3564 PAGE 303

UNOFFICIAL COPY

SE CORNER  
SECTION 26  
T.63N  
R.63W

OAK PARK ROAD  
EXHIBIT 'C'  
PARCEL DESCRIBED  
IN BOOK 3564 PAGE 301

STATE OF COLORADO )

COUNTY OF ADAMS )

BOOK 4284 PAGE 554  
01232381

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on MONDAY the 16TH day of MARCH 1994 there were present:

G.A. DeHerrera	Chairman
Elaine T. Valente	Commissioner
Harold E. Kite	Commissioner
Ron Carl, Asst.	County Attorney
Lucy Trujillo, Deputy	Clerk of the Board

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

**RESOLUTION ACCEPTING DEED FROM WAYNE A. AND JERRY A. MITCHELL FOR THE DEDICATION OF STREET RIGHT-OF-WAY FOR OAK PARK DRIVE SOUTH OF OLD VICTORY HIGHWAY AND DRAINAGE EASEMENT OFF OF OAK PARK DRIVE TO KIOWA CREEK**

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a deed from Wayne A. and Jerry A. Mitchell, for the following described property:

See Exhibit A attached hereto and made a part hereof

WHEREAS, this property is being conveyed in conjunction with the construction of Oak Park Drive and is located at approximately on Oak Park Drive south of Old Victory Highway and off of Oak Park Drive to Kiowa Creek; and,

WHEREAS, the Adams County Planning Commission has recommended by Resolution of March 10, 1994, that the Board of County Commissioners accept said Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the Deed from Wayne A. and Jerry A. Mitchell is hereby accepted.

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

<u>DeHerrera</u>	Aye
<u>Valente</u>	Aye
<u>Kite</u>	Aye

Commissioners

STATE OF COLORADO )  
County of Adams )

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, this 16TH day of March, A.D. 1994.

County Clerk and ex-officio Clerk of the Board of County Commissioners



Robert Sack  
By Lucy Trujillo Deputy



## RESOLUTION

At a regular meeting of the Planning Commission for Adams County, Colorado held at the Administration Building in Brighton on Thursday the 10th day of March 1994, A.D., the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a deed from Wayne A. and Jerry A. Mitchell for the dedication of street right-of-way for Oak Park Drive South of Old Victory Highway and Drainage Easement off of Oak Park Drive to Kiowa Creek described as follows:

See Exhibit "B" hereto attached.

AND WHEREAS, this dedication is in conjunction with the construction of Oak Park Drive by the developer for access to their property and drainage off their property

AND WHEREAS, this property is located on Oak Park Drive South of Old Victory Highway and off of Oak Park Drive to Kiowa Creek

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Perry Miller Chairman of the Adams County Planning Commission do hereby certify that the annexed and foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Perry Miller, Chairman  
Adams County Planning Commission

## LEGAL DESCRIPTION FOR OAK PARK ROAD

## EXHIBIT 'B'

PROPERTY ACQUIRED BY ADAMS COUNTY FROM WAYNE A. & JERRY A. MITCHELL. A STRIP OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. SAID STRIP OF LAND IS SITUATED OVER AND ACROSS A PARCEL OF LAND AS DESCRIBED IN A DEED THAT IS RECORDED IN BOOK 3564 AT PAGE(S) 301 OF ADAMS COUNTY RECORDS. SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS S00°00'00"E A DISTANCE OF 2664.34 FEET; THENCE S00°00'00"E ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 2234.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AS DESCRIBED IN A DEED RECORDED IN BOOK 3564 AT PAGE(S) 301; THENCE S89°32'46"W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 642.28 FEET TO A POINT ON A MONTANGENT CURVE TO THE LEFT, FROM WHENCE THE RADIUS POINT BEARS N30°37'19"W, A RADIAL DISTANCE OF 221.49 FEET, A CENTRAL ANGLE OF 30°10'11", A CHORD LENGTH OF 115.29 FEET WHICH BEARS S74°27'46"W, THIS POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF OAK PARK ROAD THE FOLLOWING FOUR (4) COURSES:

(1.) DEPARTING FROM THE NORTH LINE OF SAID PARCEL, ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 116.63 FEET TO THE POINT OF TANGENCY;

(2.) S89°32'46"W A DISTANCE OF 1072.08 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 48°46'10", A RADIUS LENGTH OF 28.00 FEET, A CHORD LENGTH OF 23.12 FEET WHICH BEARS S65°09'41"W;

(3.) ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 23.83 FEET TO A POINT OF REVERSE CURVATURE, ALSO THE START OF A CUL-DE-SAC, FROM WHENCE THE CENTER OF SAID CUL-DE-SAC BEARS N49°13'24"W, A RADIAL DISTANCE OF 60.00 FEET, HAVING A CENTRAL ANGLE OF 138°46'10", A CHORD LENGTH OF 112.32 FEET WHICH BEARS N69°50'19"W;

(4.) ALONG THE ARC AND CURVING TO THE RIGHT A DISTANCE OF 145.32 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE DEPARTING FROM THE SAID SOUTH RIGHT-OF-WAY LINE N89°32'46"E ALONG SAID NORTH LINE A DISTANCE OF 1309.57 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.927 ACRES MORE OR LESS.

AND INCLUDING A DRAINAGE EASEMENT

A 30 FOOT STRIP OF LAND LOCATED IN THE S 1/2 OF SAID SECTION 26. SAID STRIP BEING 15 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS S00°00'00"E; THENCE S34°47'05"W A DISTANCE OF 2772.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OAK PARK ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES:

(1) S69°06'10"W A DISTANCE OF 119.54 FEET;

(2) S72°22'52"W A DISTANCE OF 85.19 FEET;

(3) S69°34'09"W A DISTANCE OF 238.34 FEET;

(4) S73°43'34"W A DISTANCE OF 230.34 FEET MORE OR LESS TO A

POINT IN A NATURAL SWALE;

THENCE N70°W A DISTANCE ALONG THE SWALE A DISTANCE OF 1000 FEET MORE OR LESS TO KIOWA CREEK.

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
Reception No. \_\_\_\_\_ Recorder

WARRANTY DEED

THIS DEED, Made this 6th day of October, 19 93 .  
between Wayne A. Mitchell and Jerry A. Mitchell

BOOK 4284 PAGE 557

County of Adams of the said \_\_\_\_\_  
State of Colorado, grantor(s) and

The County of Adams, State of Colorado

whose legal address is 450 South 4th Avenue  
Brighton, Colorado 80601

of the said County of Adams State of Colorado, grantee(s)

WITNESSETH, That the grantor(s), for and in consideration of the sum of  
good and valuable consideration DOLLARS,  
the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do th  
grant, bargain, sell, convey, and confirm, unto the grantee(s), its successors heirs and assigns forever, all the real property, together with  
improvements, if any, situate, lying and being in the said County of Adams State of Colorado,  
described as follows:

Legal description as set forth in Exhibit "B" attached hereto  
and incorporated by this reference.

~~known by street and number as~~ Dedicated for Oak Park Road

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

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its successors  
and assigns forever. And the grantor(s), for them selves, their heirs and personal representatives, doth covenant, grant,  
bargain, and agree to and with the grantee(s), its successors heirs and assigns, that at the time of the encasing and delivery of these presents,  
they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance,  
in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as  
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and  
restrictions of whatever kind or nature soever, except none.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession  
of the grantee(s), its successors heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof  
IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Wayne A. Mitchell  
Wayne A. Mitchell

Jerry A. Mitchell  
Jerry A. Mitchell

STATE OF COLORADO

County of Adams

Subscribing instrument was acknowledged before me this 6th day of October 19 93 .  
Wayne A. Mitchell and Jerry A. Mitchell

My Commission Expires 7-08-96

My Commission Expires 7-08-96

Witness my hand and official seal.

Shirley L. Linder  
219 Jackson Ct  
Bennett CO 80102

Notary Public



## LEGAL DESCRIPTION FOR OAK PARK ROAD

## EXHIBIT 'B'

PROPERTY ACQUIRED BY ADAMS COUNTY FROM WAYNE A. & JERRY A. MITCHELL. A STRIP OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO. SAID STRIP OF LAND IS SITUATED OVER AND ACROSS A PARCEL OF LAND AS DESCRIBED IN A DEED THAT IS RECORDED IN BOOK 3564 AT PAGE(S) 301 OF ADAMS COUNTY RECORDS. SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS  $S00^{\circ}00'00''E$  A DISTANCE OF 2664.34 FEET; THENCE  $S00^{\circ}00'00''E$  ALONG THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 2234.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL AS DESCRIBED IN A DEED RECORDED IN BOOK 3564 AT PAGE(S) 301; THENCE  $S89^{\circ}32'46''W$  ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 642.28 FEET TO A POINT ON A NONTANGENT CURVE TO THE LEFT, FROM WHENCE THE RADIUS POINT BEARS  $N30^{\circ}37'19''W$ , A RADIAL DISTANCE OF 221.49 FEET, A CENTRAL ANGLE OF  $30^{\circ}10'11''$ , A CHORD LENGTH OF 115.29 FEET WHICH BEARS  $S74^{\circ}27'46''W$ , THIS POINT BEING THE POINT OF

BEGINNING;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF OAK PARK ROAD THE FOLLOWING FOUR (4) COURSES:

(1.) DEPARTING FROM THE NORTH LINE OF SAID PARCEL, ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 116.63 FEET TO THE POINT OF TANGENCY;

(2.)  $S89^{\circ}32'46''W$  A DISTANCE OF 1072.08 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF  $48^{\circ}46'10''$ , A RADIUS LENGTH OF 28.00 FEET, A CHORD LENGTH OF 23.12 FEET WHICH BEARS  $S65^{\circ}09'41''W$ ;

(3.) ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 23.83 FEET TO A POINT OF REVERSE CURVATURE, ALSO THE START OF A CUL-DE-SAC, FROM WHENCE THE CENTER OF SAID CUL-DE-SAC BEARS  $N49^{\circ}13'24''W$ , A RADIAL DISTANCE OF 60.00 FEET, HAVING A CENTRAL ANGLE OF  $138^{\circ}46'10''$ , A CHORD LENGTH OF 112.32 FEET WHICH BEARS  $N69^{\circ}50'19''W$ ;

(4.) ALONG THE ARC AND CURVING TO THE RIGHT A DISTANCE OF 145.32 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE DEPARTING FROM THE SAID SOUTH RIGHT-OF-WAY LINE  $N89^{\circ}32'46''E$  ALONG SAID NORTH LINE A DISTANCE OF 1309.57 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.927 ACRES MORE OR LESS.

AND INCLUDING A DRAINAGE EASEMENT

A 30 FOOT STRIP OF LAND LOCATED IN THE S  $1/2$  OF SAID SECTION 26. SAID STRIP BEING 15 ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST  $1/4$  CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 BEARS  $S00^{\circ}00'00''E$ ; THENCE  $S34^{\circ}47'05''W$  A DISTANCE OF 2772.83 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OAK PARK ROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SAID CENTERLINE THE FOLLOWING FOUR (4) COURSES:

(1)  $S69^{\circ}06'10''W$  A DISTANCE OF 119.54 FEET;

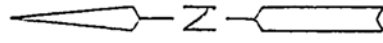
(2)  $S72^{\circ}22'52''W$  A DISTANCE OF 85.19 FEET;

(3)  $S69^{\circ}34'09''W$  A DISTANCE OF 238.34 FEET;

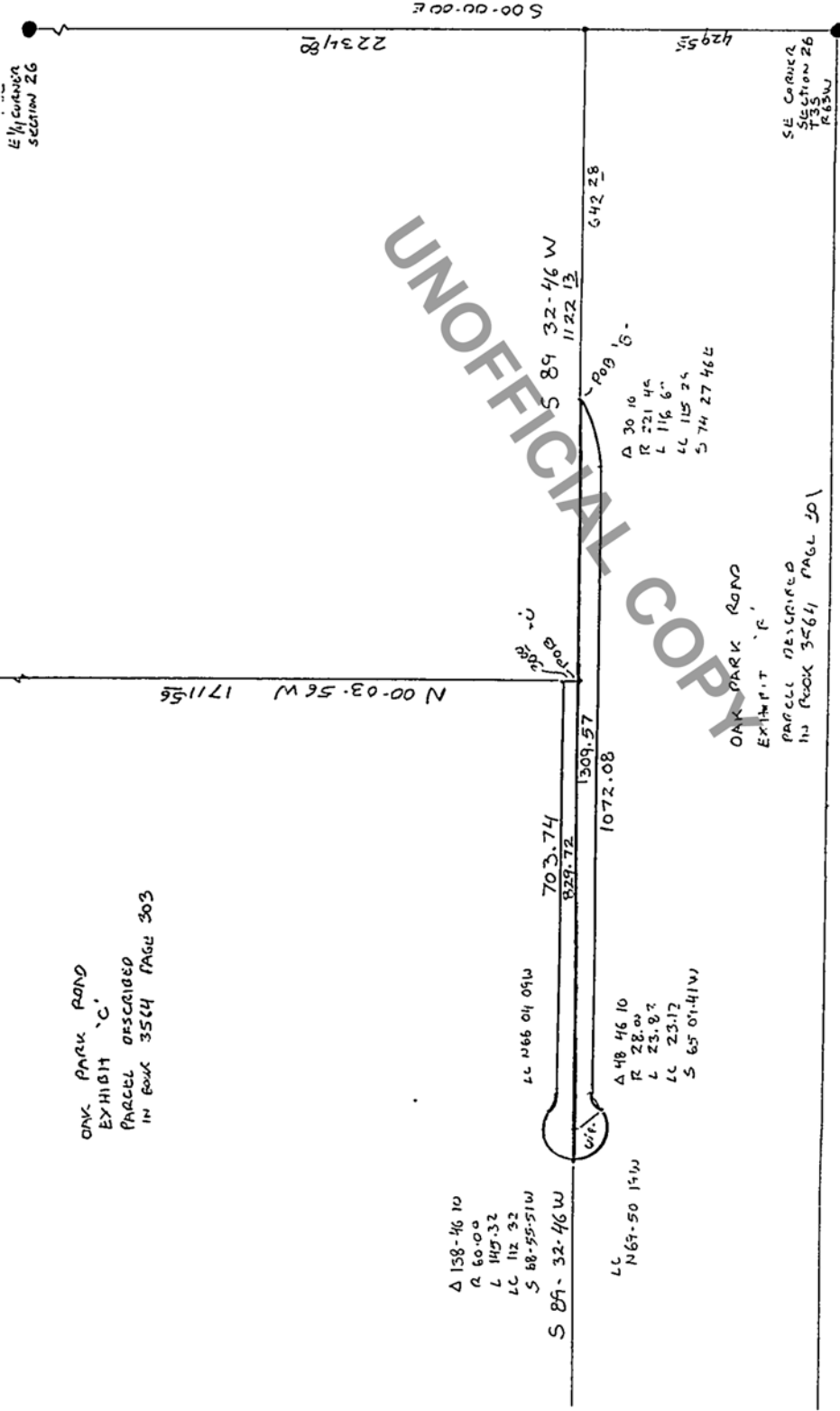
(4)  $S73^{\circ}43'34''W$  A DISTANCE OF 230.34 FEET MORE OR LESS TO A

POINT IN A NATURAL SWALE;

THENCE  $N70^{\circ}W$  A DISTANCE ALONG THE SWALE A DISTANCE OF 1000 FEET MORE OR LESS TO KIOWA CREEK.



1" = 200'



RECEPTION NO. C0101491 0.00 BK: 4575 PG: 0803-0807  
2LW ROBERT SACK, ADAMS COUNTY, COLORADO 8/28/95 11:37  
STATE OF COLORADO )  
COUNTY OF ADAMS )

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton on WEDNESDAY the 23RD day of AUGUST, 1995 there were present:

Elaine T. Valente, Excused Chairman  
G.A. DeHerrera Commissioner  
Martin J. Flaum Commissioner  
Robert J. Loew, County Attorney  
Lucy Trujillo, Deputy Clerk of the Board

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

**RESOLUTION ACCEPTING DEED FROM SHAWN J. CAPPS AND TERRIE L. CAPPS FOR THE DEDICATION OF STREET RIGHT-OF-WAY**

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a deed from Shawn J. Capps and Terrie L. Capps, for the following described property:

See Exhibit A attached hereto and made a part hereof.

WHEREAS, this property is being conveyed in conjunction with Adams County Bridge No. 135 replacement project and is necessary for Old Victory Road at Kiowa Creek; and,

WHEREAS, the Adams County Planning Commission has recommended by resolution of July 27, 1995, that the Board of County Commissioners accept said Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Deed from Shawn J. Capps and Terrie L. Capps is hereby accepted.

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

Valente Excused  
DeHerrera Aye  
Flaum Aye  
Commissioners

STATE OF COLORADO )  
County of Adams )

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, this 23RD day of AUGUST, A.D. 1995.

County Clerk and ex-officio Clerk of the Board of County Commissioners

Robert Sack

By

Lucy Trujillo  
Deputy



WARRANTY DEED

THIS DEED, Made this 23<sup>rd</sup> day of May, 19 95,  
between Shawn J. Capps and Terrie L. Capps

County of Adams of the said \_\_\_\_\_  
State of Colorado, grantor(s) and

The County of Adams, State of Colorado

whose legal address is 450 South 4th Avenue  
Brighton, Colorado, 80601

of the said \_\_\_\_\_ County of Adams, State of Colorado, grantee(s):

WITNESSETH, That the grantor(s), for ~~and in consideration of the sum of~~  
One Thousand Eight Hundred Fifty (\$1,850.00) DOLLARS,  
the receipt and sufficiency of which is hereby acknowledged, ha VE granted, bargained, sold and conveyed, and by these presents do th  
grant, bargain, sell, convey, and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with  
improvements, if any, situate, lying and being in the said \_\_\_\_\_ County of Adams, State of Colorado,  
described as follows:

Legal description as set forth in Exhibit "A" attached hereto  
and incorporated by this reference.

also known by street and number as: Dedicated for Old Victory Road east of Kiowa-Bennett Mile  
Road.

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

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), its successors  
and assigns forever. And the grantor(s), for them sel ves, their heirs and personal representatives, doth covenant, grant,  
bargain, and agree to and with the grantee(s), its successors and assigns, that at the time of the en sealing and delivery of these presents,  
they are well seized of the premises above conveyed, ha VE good, sure, perfect, absolute and indefeasible estate of inheritance,  
in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as  
aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and  
restrictions of whatever kind or nature soever, except oil, gas, and mineral interests.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession  
of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.  
IN WITNESS WHEREOF the grantor(s) ha VE executed this deed on the date set forth above.

Terrie L. Capps Shawn J. Capps  
Terrie L. Capps Shawn J. Capps

STATE OF COLORADO

County of Adams

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May, 19 95,  
by Shawn J. Capps and Terrie L. Capps

My commission expires 8 Sept 1996 Witness my hand and official seal.

\*If in Denver, insert "City and".



EXHIBIT "A"

WARRANTY DEED  
BETWEEN  
SHAWN J. AND TERRIE L. CAPPS  
AND  
COUNTY OF ADAMS, STATE OF COLORADO  
OLD VICTORY ROAD RIGHT-OF-WAY

• FREDERICK LAND SURVEYING

1528 N. Lincoln, Suite 1  
Loveland, Co. 80538  
(303) 669-3652

FLS

December 27, 1994  
Project No: 94-06-823.ROW  
Project Sheet No. 6 of 15  
Capps Sheet No. 1 of 3

ADAMS COUNTY BRIDGE NO. 135  
OWNER: SHAWN J. CAPPS

LAND DESCRIPTION:

All that portion of Section 26, Township 3 South, Range 63 West, of the 6th P.M., Adams County, Colorado more particularly described as follows:

Considering the west line of the southwest quarter of said Section 26 as bearing NORTH 00° 14' 23" EAST and with all bearings contained herein relative thereto.

Commencing at the southwest corner of said Section 26; Thence along said west line of the southwest quarter of Section 26 NORTH 00° 14' 23" EAST 2057.09 feet to the westerly prolongation of the southerly right-of-way line of Old Victory Highway (County Road #69) as defined by a line which is parallel with and 60.00 feet (measured at right angles) southerly of the northerly right-of-way line of Old Victory Highway (County Road #69) as defined by an existing fence line; Thence leaving said west line and along said prolongation and said southerly right-of-way line the following six (6) courses and distances: 1) NORTH 78° 35' 32" EAST 860.58 feet; 2) NORTH 70° 09' 01" EAST 584.66 feet; 3) NORTH 77° 35' 23" EAST 560.33 feet; 4) NORTH 75° 42' 34" EAST 284.74 feet; 5) NORTH 87° 58' 52" EAST 142.05 feet; 6) SOUTH 77° 59' 06" EAST 139.61 feet to the easterly line of Lot 5, OAK PARK SUBDIVISION to Adams County, Colorado and the approximate centerline of Kiowa Creek and the TRUE POINT OF BEGINNING; Thence continuing along said southerly right-of-way line the following four (4) courses and distances: 1) SOUTH 77° 59' 06" EAST 389.64 feet; 2) SOUTH 79° 20' 58" EAST 270.45 feet; 3) SOUTH 77° 42' 44" EAST 289.51 feet; 4) SOUTH 75° 01' 09" EAST 95.53 feet; Thence leaving said southerly right-of-way line SOUTH 12° 52' 14" WEST 7.91 feet; Thence NORTH 77° 07' 46" WEST 361.37 feet; Thence NORTH 85° 09' 01" WEST 167.64 feet; Thence NORTH 89° 48' 06" WEST 187.79 feet; Thence SOUTH 79° 00' 50" WEST 64.00 feet; Thence SOUTH 88° 00' 11" WEST 303.67 feet to said easterly line of Lot 5 and said approximate centerline of Kiowa Creek; Thence along said easterly line and said approximate centerline NORTH 19° 12' 15" EAST 161.56 feet to the TRUE POINT OF BEGINNING.

Said portion contains 1.23 acres (53,726 square feet), more or less.



## RESOLUTION

At a regular meeting of the Planning Commission for Adams County, Colorado held at the Administration Building in Brighton on Thursday the 27th day of July 1995, A.D., the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a deed from Shawn J. Capps and Terrie L. Capps for the dedication of street right-of way described as follows:

See Exhibit "A" hereto attached


AND WHEREAS, this dedication is in conjunction with Adams County Bridge No. 135 replacement project.

AND WHEREAS, this property is necessary for Old Victory Road at Kiowa Creek.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Perry Miller Chairman of the Adams County Planning Commission do hereby certify that the annexed and foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Perry Miller, Chairman  
Adams County Planning Commission

ADAMS COUNTY BRIDGE NO. 135  
OWNER: SHAWN J. CAPPS

LAND DESCRIPTION:

All that portion of Section 26, Township 3 South, Range 63 West, of the 6th P.M., Adams County, Colorado more particularly described as follows:

Considering the west line of the southwest quarter of said Section 26 as bearing NORTH 00° 14' 23" EAST and with all bearings contained herein relative thereto.

Commencing at the southwest corner of said Section 26; Thence along said west line of the southwest quarter of Section 26 NORTH 00° 14' 23" EAST 2057.09 feet to the westerly prolongation of the southerly right-of-way line of Old Victory Highway (County Road #69) as defined by a line which is parallel with and 60.00 feet (measured at right angles) southerly of the northerly right-of-way line of Old Victory Highway (County Road #69) as defined by an existing fence line; Thence leaving said west line and along said prolongation and said southerly right-of-way line the following six (6) courses and distances: 1) NORTH 78° 35' 32" EAST 860.58 feet; 2) NORTH 70° 09' 01" EAST 584.66 feet; 3) NORTH 77° 35' 23" EAST 560.33 feet; 4) NORTH 75° 42' 34" EAST 284.74 feet; 5) NORTH 87° 58' 52" EAST 142.05 feet; 6) SOUTH 77° 59' 06" EAST 139.61 feet to the easterly line of Lot 5, OAK PARK SUBDIVISION to Adams County, Colorado and the approximate centerline of Kiowa Creek and the TRUE POINT OF BEGINNING; Thence continuing along said southerly right-of-way line the following four (4) courses and distances: 1) SOUTH 77° 59' 06" EAST 389.64 feet; 2) SOUTH 79° 20' 58" EAST 270.45 feet; 3) SOUTH 77° 42' 44" EAST 289.51 feet; 4) SOUTH 75° 01' 09" EAST 95.53 feet; Thence leaving said southerly right-of-way line SOUTH 12° 52' 14" WEST 7.91 feet; Thence NORTH 77° 07' 46" WEST 361.37 feet; Thence NORTH 85° 09' 01" WEST 167.64 feet; Thence NORTH 89° 48' 06" WEST 187.79 feet; Thence SOUTH 79° 00' 50" WEST 64.00 feet; Thence SOUTH 88° 00' 11" WEST 303.67 feet to said easterly line of Lot 5 and said approximate centerline of Kiowa Creek; Thence along said easterly line and said approximate centerline NORTH 19° 12' 15" EAST 161.56 feet to the TRUE POINT OF BEGINNING.

Said portion contains 1.23 acres (53,726 square feet), more or less.



PRODUCERS 88-PAID UP  
Rev. 5-60, No 2

## OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 7th day of December, 2016, by and between, Shawn J. Capps, a/k/a Shawn Capps, a/k/a Shawn Jack Capps and Terri L. Capps, individually and as husband and wife, hereinafter called "Lessor" (whether one or more), whose address is 49900 Old Victory Road, Bennett, CO 80102, and Kiowa Creek Resources, LLC, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237.

WITNESSETH, That the Lessor, for and in consideration of Ten & more Dollars cash in hand paid (the "Bonus Consideration"), the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of drilling, mining, exploring by geophysical and other methods, and operating for and producing there from oil, gas and all other hydrocarbons of whatsoever nature or kind, specifically including shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, with rights of way and easements for laying pipelines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in Adams County, State of Colorado, described as follows, to-wit:

**Township 3 South, Range 63 West of the 6th P.M.**

Section 26: S2, S of County Road and N of Railroad Right-of-Way, Less and Except 37.52 Acres described in Bargain and Sale Deed, recorded August 10, 2004 in Document No. 2004081000745570

Section 26: A 0.621 acre tract in S2, more fully described in Book 4284, Page 551, recorded March 28, 1994 at Reception No. 01232380, and a 0.927 acre tract in S2, more fully described in Book 4284, Page 557, recorded March 28, 1994 at Reception No. 01232381

Containing .251.37 acres, more or less

1. It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil, gas, and all other hydrocarbons of whatsoever nature or kind, specifically including, without limitation, shale gas, coal bed methane and any and all substances produced in association therewith from shale and coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than one hundred eighty (180) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, testing, completing, re-completing, re-working, deepening, plugging back or repairing operations within one hundred eighty (180) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of a Bonus Consideration, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
  - 1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal One-Sixth (1/6<sup>th</sup>) part of all oil produced and saved by Lessee from the leased premises, but less Lessor's proportionate share of all post production costs and in addition to, the Lessor's proportionate share of all production, severance, and ad valorem taxes.
  - 2nd. To pay Lessor One-Sixth (1/6<sup>th</sup>) of the gross proceeds each year, payable quarterly, for the gas from each well produced and saved by Lessee where gas only is found, while the same is being used off the premises, based upon the market value at the mouth of the well, and if used in the manufacture of gasoline a royalty of One-Sixth (1/6<sup>th</sup>), payable monthly at the prevailing market rate for gas computed at the mouth of the well, but less Lessor's proportionate share of all post production costs and in addition to, the Lessor's proportionate share of all production, severance, and ad valorem taxes.
  - 3rd. To pay Lessor for gas produced and saved by Lessee from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of One-Sixth (1/6<sup>th</sup>) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate, but less Lessor's proportionate share of all post production costs and in addition to, the Lessor's proportionate share of all production, severance, and ad valorem taxes.
4. Where gas from a well capable of producing gas only is not sold or used, Lessee may pay or tender as royalty to the royalty owners One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of one hundred eighty (180) days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
5. If said Lessor owns a less interest in the above-described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.
7. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.
8. No well shall be drilled nearer than 500 feet to the house or barn now on said premises without written consent of Lessor.
9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
11. Except as otherwise expressly provided herein, the rights and estate of Lessor and Lessee hereunder may be assigned in whole or part, from time to time, as to any mineral or horizon, in the sole discretion of Lessor or Lessee, as the case may be, but no change or division in ownership of Lessor's land, rentals, or royalties, or Lessor's interest hereunder, however accomplished, shall operate to enlarge or diminish the obligations or rights of Lessee or Lessor hereunder. Additionally, no change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner

shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the above described lands as to one or more of the formations there under with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee. If any leasehold or mineral estate covered by this lease is pooled or unitized in such manner as described above, Lessee shall notify Lessor in writing within fifteen (15) business days of the effective date of such pooling or unitization.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described against the claims of all persons whomsoever, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof; and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. If at the end of the primary term, this lease is not maintained in effect under the terms herein, then Lessee shall have the option to extend this lease as to all or any part of the lands for an additional three (3) years commencing on the date that this lease would have expired but for the extension. Lessee may exercise this option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount based upon the original Bonus Consideration paid per net mineral acre multiplied by the number of net mineral acres owned by Lessor to which Lessee desires to extend its lease rights hereunder. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous commencing on the date of the lease and continuing from that date to the end of the extended primary term. If at the expiration of the original primary term of this lease, operations are being conducted to maintain this lease, then Lessee shall have a period of one hundred eighty (180) days after said operations cease, or one hundred eighty (180) days from the expiration of any other continuation of the primary term granted under the terms of this lease, from which to exercise this option to extend the lease.

16. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns and successive assigns of Lessor and Lessee, and by all persons or parties claiming by, through or under Lessor or Lessee.

17. It is the intent of the parties that the Lessor is leasing to the Lessee all mineral acres owned by Lessor within the Sections shown on the lease, whether described correctly or not.

**For additional terms see Addendum attached to and made part of this Oil and Gas Lease.**

IN WITNESS WHEREOF, this instrument is executed and effective as of the date first above written.

LESSOR(S):

Shawn J. Capps  
Shawn J. Capps, a/k/a Shawn Capps  
a/k/a Shawn Jack Capps

Terri L. Capps  
Terri L. Capps

ACKNOWLEDGEMENT

STATE OF Colorado )  
 ) SS Individual  
COUNTY OF Adams )

On this the 29 day of December, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared Shawn J. Capps and Terri L. Capps, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, and in the capacity herein stated.

Zachary Joseph Angotti  
Notary Public  
My Commission Expires: 10/16/2019

**ZACHARY JOSEPH ANGOTTI**  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154040935  
MY COMMISSION EXPIRES 10/16/2019

### ADDENDUM

This Addendum is attached to and made part of that certain Oil and Gas Lease "the Lease", dated December 7, 2016, by and between Shawn J. Capps, a/k/a Shawn Capps, a/k/a Shawn Jack Capps and Terri L. Capps, individually and as husband and wife, hereinafter called "Lessor" (whether one or more), whose address is 49900 Old Victory Road, Bennett, CO 80102, and Kiowa Creek Resources, LLC, a Colorado limited liability company, hereinafter called "Lessee", whose address is P.O. Box 370170, Denver, Colorado, 80237, for lands situated in Arapahoe County, State of Colorado.

*Adams  
53C*

A. PRIMARY TERM

The primary term as set forth in Paragraph 1 of the Lease shall be amended from five (5) years to four (4) years.

B. EXTENSION OPTION

Lessee may exercise its option by paying or tendering to Lessor, at the address listed herein, not less than ten (10) days prior to the expiration of the original primary term, an amount based upon 120% of the original Bonus Consideration paid per net mineral acre multiplied by the number of net mineral acres owned by Lessor to which Lessee desires to extend its lease rights hereunder.

C. ROYALTY

All references to Lessor's royalty as set forth in Paragraph 3 of the Lease shall be amended from One-Sixth (1/6<sup>th</sup>) to Three-Sixteenths (3/16<sup>ths</sup>).

LESSOR(S):

*Shawn J. Capps*  
Shawn J. Capps, a/k/a Shawn Capps, a/k/a  
Shawn Jack Capps  
*Terri L. Capps*  
Terri L. Capps

LESSEE:

Kiowa Creek Resources, LLC

*Dustin S. Sperl*  
Dustin Sperl, Duly Authorized Agent



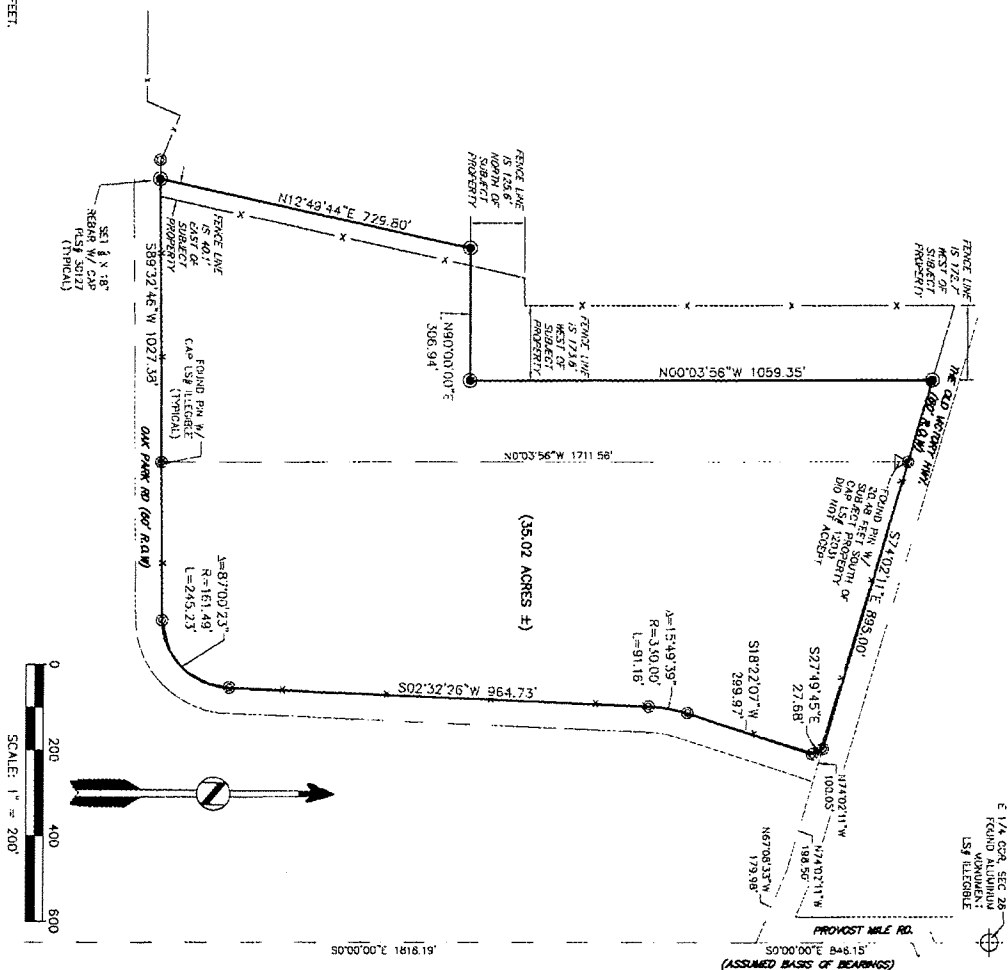
Book 1  
Page 5740  
Reception No. 2021-189  
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# **NOTICE**

## **NOTICE OF CHANGE OF LEGAL DESCRIPTION**



LAND SURVEY PLAT  
PART OF SECTION 26, T. 3 S, R. 63 W, 6TH P.M.  
COUNTY OF ADAMS, STATE OF COLORADO



LINEAL UNITS ARE IN FEET

CONSIDERING THE EAST LINE OF SEC 25 TO HAVE AN ASSUMED BEARING OF S00°00'00"E AND MONUMENTED AS SHOWN HEREON.

**NOTICE:** According to Colorado law you must commence any legal action based upon an omission or defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.<sup>9</sup>

DATE		REVISIONS
REFERENCE DWG.		

High Prairie Survey Co.

## OIL AND GAS SURVEYING

80117 COLONIA

DATE	03/11/2007
TIME	17:20

7/2021 CRR

SHEET 1 OF 1

JOB NUMBER  
2:225-LSIP

A PARCEL OF PROPERTY LOCATED IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 6, WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCEMENT THE EAST 1/4 CORNER OF S&D SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF S&D SECTION 26 TO BEAR S00°00'00"W, A DISTANCE OF 184.14 FEET; THENCE S00°00'00"W, ALONG THE EAST LINE OF S&D S 1/2 OF S&D SECTION 26, A DISTANCE OF 560.00 FEET; THENCE S00°00'00"W, ALONG THE SOUTH RIGHT-OF-WAY LINE OF OLD PERRY AVENUE, S&D NOT BEING LOCATED, TO A POINT OF BEGINNING, S&D POINT BEING 1742.0211"W, ALONG S&D SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 178.68 FEET; THENCE N74°02'00"E, OF 196.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE S&D PARK ROAD; THENCE N74°02'11"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, S&D POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF S&D OLD PARK ROAD; THENCE CONTINUING N74°02'11"W, ALONG S&D SOUTH RIGHT-OF-WAY LINE, OF THE OLD VICTORY HIGHWAY, A DISTANCE OF 560.00 FEET; THENCE S00°00'00"W, ALONG THE WEST LINE OF S&D DEPARTING ROAD, A DISTANCE OF 1059.15 FEET; THENCE S00°00'00"W, A DISTANCE OF 306.94 FEET; THENCE S12°49'44"W, A DISTANCE OF 729.80 FEET TO THE NORTH RIGHT-OF-WAY LINE OF S&D OLD PARK ROAD; ALONG THE NORTH RIGHT-OF-WAY LINE OF S&D OLD PARK ROAD THE FOLLOWING SIX (6) COURSES:

- 1) CHORD BEING OF 1027.38 FEET TO AN ARC WITH A RADIUS LENGTH OF 161.48 FEET.
- 2) TRUCK ALONG AN ARC WITH A CURVE TO THE LEFT A DISTANCE OF 245.22 FEET, HAVING A CENTRAL ANGLE OF 87.00/20°. A RADIUS LENGTH OF 161.48 FEET, A CHORD LENGTH OF 222.34 FEET WHICH CHORD BEARS 44.00/20 SE, TO A POINT OF TANGENCY.
- 3) 402.32/26 E, A DISTANCE OF 884.73 FEET TO A POINT OF CURVATURE.
- 4) ALONG THE ARC TO THE RIGHT A DISTANCE OF 918 FEET, HAVING A CENTRAL ANGLE OF 114.94°, A RADIUS LENGTH OF 330.00 FEET, A CHORD LENGTH OF 1024.71 FEET.
- 5) 127.50/27 W, A DISTANCE OF 29.87 FEET TO THE POINT OF BEGINNING SAND
- 6) 127.50/27 W, A DISTANCE OF 37.68 FEET TO THE POINT OF BEGINNING SAND
- 7) POINT BEING ON THE SAID SOUTH RIGHT-OF-WAY LINE OF OLD VICTORY HIGHWAY AND THE POINT OF BEGINNING.

CERTIFICATE OF SURVEY:

[illegible]

Deposited this 25 day of November, 2021 in the County  
Surveyor's land survey plat/right-of-way survey of reception number 2021-181  
in the office of the Adams County Clerk and Recorder.

Signed Heath J. J.

**WHEN RECORDED MAIL TO:**

TBK Bank, SSB  
DTC  
6501 E. Belleview Ave, Suite 100  
Englewood, CO 80111



**SEND TAX NOTICES TO:**

F & C REALTY COMPANY  
PO Box 500  
Strasburg, CO 80136

**FOR RECORDER'S USE ONLY**

**DEED OF TRUST**

**MAXIMUM PRINCIPAL AMOUNT SECURED.** The Lien of this Deed of Trust shall not exceed at any one time \$240,000.00 except as allowed under applicable Colorado law.

**THIS DEED OF TRUST** is dated October 7, 2022, among F & C REALTY COMPANY, whose address is 5632 E Colfax Ave, Strasburg, CO 80136 ("Grantor"); TBK Bank, SSB, whose address is DTC, 6501 E. Belleview Ave, Suite 100, Englewood, CO 80111 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of Adams County, Colorado (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Adams County, State of Colorado:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 35 Acres Vacant Land, Bennett, CO 80102. The Real Property tax identification number is 0181526400003/R0211018 & R0211019.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**DEED OF TRUST  
(Continued)**

**Loan No: 2200714680**

**Page 2**

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**DEED OF TRUST  
(Continued)**

Loan No: 2200714680

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**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed

**DEED OF TRUST  
(Continued)**

Loan No: 2200714680

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on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, provided, however, to the extent any such Real Property description, title insurance policy, title report or final title opinion includes any reference to or any document referencing "statutory exceptions", Grantor shall nonetheless warrant and forever defend the title to the Property against all such statutory exceptions, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures,

**DEED OF TRUST  
(Continued)**

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and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender.

**DEED OF TRUST  
(Continued)**

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However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Sale of the Property.** In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by



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separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

**Attorneys' Fees; Expenses.** If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**CONTROLLED SUBSTANCES.** So long as this instrument secures indebtedness owed to Lender, neither Grantor nor any tenant leasing space within the Property shall conduct any of the following activities or businesses: growing, cultivating, harvesting, manufacturing, producing, creating, processing, packaging, storing, possessing, using, consuming, displaying, purchasing, acquiring, obtaining, selling or offering for sale, dispensing, distributing, delivering or transferring (with or without remuneration), importing, exporting, or transporting "marijuana," "marihuana," "drug paraphernalia," or any other "controlled substance" (except if and when legally permitted and in strict accordance with applicable legal requirements), in each case as such terms are used in, referred to or defined under the Controlled Substances Act, Title 21 of the United States Code, Sections 801 et seq., or other applicable federal, state, or local laws or any rules or regulations adopted pursuant to such laws.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Arapahoe County, State of Colorado.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust.



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No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means TBK Bank, SSB, and its successors and assigns.

**Borrower.** The word "Borrower" means F & C REALTY COMPANY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Grantor.** The word "Grantor" means F & C REALTY COMPANY.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the

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Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means TBK Bank, SSB, its successors and assigns.

**Note.** The word "Note" means the promissory note dated October 7, 2022, in the original principal amount of ~~\$240,000.00~~ from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is October 7, 2027.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means the Public Trustee of Adams County, Colorado.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.**

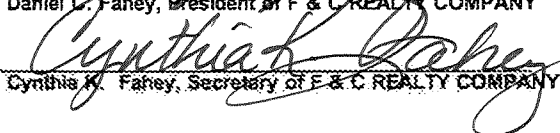
**GRANTOR:**

**F & C REALTY COMPANY**

By:

  
Daniel C. Fahey, President of F & C REALTY COMPANY

By:

  
Cynthia K. Fahey, Secretary of F & C REALTY COMPANY

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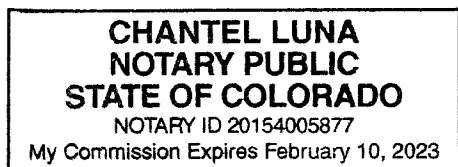
CORPORATE ACKNOWLEDGMENT

STATE OF Colorado

)  
) SS  
)

COUNTY OF Douglas

This record was acknowledged before me on October 7, 2022 by Daniel C. Fahey, President of F & C REALTY COMPANY and Cynthia K. Fahey, Secretary of F & C REALTY COMPANY.



Signature of Notarial Officer

Notary Public in and for the State of Colorado

My commission expires 2-10-23

Exhibit A

Escrow No. 70786526

A PARCEL OF PROPERTY LOCATED IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PATRICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 TO BEAR SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2664.34 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTH 1/2 OF SECTION 26, A DISTANCE OF 846.15 FEET TO A POINT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF THE OLD VICTORY HIGHWAY;  
THENCE NORTH 67 DEGREES 08 MINUTES 33 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 179.98 FEET;  
THENCE NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 198.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE CONTINUING NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF THE OLD VICTORY HIGHWAY, A DISTANCE OF 895.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;  
THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY, SOUTH 00 DEGREES 03 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1059.35 FEET;  
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 306.94 FEET;  
THENCE SOUTH 12 DEGREES 49 MINUTES 44 SECONDS WEST, A DISTANCE OF 729.80 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE ALONG THE NORTH AND WEST RIGHT OF WAY LINE OF SAID OAK PARK ROAD THE FOLLOWING SIX (6) COURSES:  
1) THENCE NORTH 89 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 1027.38 FEET TO AN ARC WITH A CURVE TO THE LEFT;  
2) THENCE ALONG AN ARC WITH A CURVE TO THE LEFT A DISTANCE OF 245.23 FEET, HAVING A CENTRAL ANGLE OF 87 DEGREES 00 MINUTES 20 SECONDS, A RADIUS LENGTH OF 161.49 FEET, A CHORD LENGTH OF 222.34 FEET WHICH CHORD BEARS NORTH 46 DEGREES 02 MINUTES 36 SECONDS EAST, TO A POINT OF TANGENCY;  
3) NORTH 02 DEGREES 32 MINUTES 26 SECONDS EAST, A DISTANCE OF 964.73 FEET TO A POINT OF CURVATURE;  
4) ALONG THE ARC TO THE RIGHT A DISTANCE OF 91.16 FEET, HAVING A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 41 SECONDS, A RADIUS LENGTH OF 330.00 FEET, A CHORD LENGTH OF 90.87 FEET WHICH CHORD BEARS NORTH 10 DEGREES 27 MINUTES 17 SECONDS EAST;  
5) NORTH 18 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 299.97 FEET;  
6) NORTH 27 DEGREES 50 MINUTES 02 SECONDS WEST, A DISTANCE OF 27.68 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE SAID SOUTH RIGHT OF WAY LINE OF OLD VICTORY HIGHWAY AND THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY KEITH WESTFALL, PLS 30127, ON BEHALF OF HIGH PRAIRIE SURVEY CO., PO BOX 384, KIOWA, CO.

Wed 2/15/2023 3:59 PM

Good afternoon Aaron,

In reference to the proposed Oak Park Road Estates development proposal, Adams County Health Department will issue Onsite Wastewater Treatment Systems permits for the three parcels provided the following conditions are met:

1. ADCO HD must receive an application and application fee for a new OWTS installation for each of the three parcels.
2. ADCO HD must receive a unique design for an OWTS for each parcel, and each design must include unique soils investigations. Each design will be required to investigate the soils on each parcel by doing visual and tactile soil testing of two test pits. Note that the designs must be completed by registered engineers or competent technician designers.
3. ADCO HD will review the designs and conduct site visits to the parcels to verify the engineer designs will be appropriate for each parcel.
4. When the above have been completed, and the designs are deemed to be compliant with our O-22 OWTS Regulations, then OWTS permits will be issued for each parcel.



Thanks Aaron, and feel free to forward this message to Adams County building department.

Jeff

Jeff McCarron

Environmental Health Specialist IV, Water Program

ADAMS COUNTY, COLORADO

7190 Colorado Blvd, Commerce City, CO 80022

O: 720.340.7215 | Main: | [jmccarron@adcogov.org](mailto:jmccarron@adcogov.org)

[www.adamscountyhealthdepartment.org](http://www.adamscountyhealthdepartment.org)

*To responsibly serve the Adams County community with integrity and innovation*

February 23, 2023

Dan Fahey  
F & C Realty  
56321 E Colfax Ave  
Strasburg, CO 80136

Re: Oak Park Drive Estates

We are an electric utility operating under the rules and regulations approved by our Board of Directors. The above-referenced parcel of land in Section 26, Township 3 South, and Range 63 West of the 6<sup>th</sup> P.M., County of Adams, State of Colorado, and containing 3 single family units is located within our service area.

We are willing to extend our facilities to the proposed project in accordance with our extension policies. When you submit for an application for service, the designer assigned will be able to answer any questions concerning the location of electric facilities in relation to the project. Any attempt to identify facilities now may provide inaccurate information due to the phasing of your project and other developments in the vicinity, which may alter the location or type of facilities prior to your request for service.

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

Sincerely,

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

Brooks Kaufman  
Lands and Rights-of-Way Manager

## OAK PARK ROAD ESTATES

### LEGAL DESCRIPTION

A PARCEL OF PROPERTY LOCATED IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 TO BEAR S00°00'00"W, A DISTANCE OF 2664.34 FEET; THENCE S00°00'00"W, ALONG THE EAST LINE OF SAID S 1/2 OF SECTION 26, A DISTANCE OF 846.15 FEET TO A POINT, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE OLD VICTORY HIGHWAY; THENCE N67°08'33"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 179.98 FEET; THENCE N74°02'11"W, A DISTANCE OF 198.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE SAID OAK PARK ROAD; THENCE N74°02'11"W, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID OAK PARK ROAD; THENCE CONTINUING N74°02'11"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, OF THE OLD VICTORY HIGHWAY, A DISTANCE OF 895.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE DEPARTING FROM SAID SOUTH RIGHT-OF-WAY, S00°03'56"E, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1059.35 FEET; THENCE S90°00'00"W, A DISTANCE OF 306.94 FEET; THENCE S12°49'44"W, A DISTANCE OF 729.80 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID OAK PARK ROAD; THENCE ALONG THE NORTH AND WEST RIGHT-OF-WAY LINE OF SAID OAK PARK ROAD THE FOLLOWING SIX (6) COURSES;

- 1) THENCE N89°32'46"E, A DISTANCE OF 1027.38 FEET TO AN ARC WITH A CURVE TO THE LEFT;
- 2) THENCE ALONG AN ARC WITH A CURVE TO THE LEFT A DISTANCE OF 245.23 FEET, HAVING A CENTRAL ANGLE OF 87°00'20", A RADIUS LENGTH OF 161.49 FEET, A CHORD LENGTH OF 222.34 FEET WHICH CHORD BEARS N46°02'36"E, TO A POINT OF TANGENCY;
- 3) N02°32'26"E, A DISTANCE OF 964.73 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC TO THE RIGHT A DISTANCE OF 91.16 FEET, HAVING A CENTRAL ANGLE OF 15°49'41", A RADIUS LENGTH OF 330.00 FEET, A CHORD LENGTH OF 90.87 FEET WHICH CHORD BEARS N10°27'17"E;
- 5) N18°22'07"E, A DISTANCE OF 299.97 FEET;
- 6) N27°50'02"W, A DISTANCE OF 27.68 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE SAID SOUTH RIGHT-OF-WAY LINE OF OLD VICTORY HIGHWAY AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 35.02 ACRES, MORE OR LESS.



# Statement Of Taxes Due

Account Number R0211019

Assessed To

Parcel 0181526400003

F & C REALTY COMPANY  
56321 E COLFAX AVE PO BOX 500  
STRASBURG, CO 80136-0500

## Legal Description

## Situs Address

SECT.TWN.RNG:26-3-63 DESC: A PARC OF PROP LOCATED IN SEC 26 BEING MORE PARTICULARLY DESC AS FOLS COM 0  
AT THE E4 COR OF SD SEC 26 FROM WHENCE THE SE COR OF SD SEC 26 TP BRS S 00D 00M 00S W A DIST OF 2664/34 FT TH  
S 00D 00M 00S W ALG THE E LN OF SD S2 OF SEC 26 A DIST OF 846/15 FT TO A PT SD PT BEING O... Additional Legal on File

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2022	\$12.94	\$0.00	\$0.00	\$0.00	\$12.94
Total Tax Charge					\$12.94
<b>Grand Total Due as of 02/13/2023</b>					<b>\$12.94</b>

Tax Billed at 2022 Rates for Tax Area 381 - 381

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$0.69	AG DRY GRAZING	\$729	\$190
FIRE DISTRICT 7 - BENNETT	13.1520000	\$2.50	LAND		
GENERAL	22.8430000	\$4.34	Total	\$729	\$190
NORTH KIOWA BIJOU GROUND WA	0.0230000	\$0.00			
RETIREMENT	0.3140000	\$0.06			
ROAD/BRIDGE	1.3000000	\$0.25			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.05			
SD 29 GENERAL (Bennett)	24.3210000*	\$4.62			
SOCIAL SERVICES	2.2530000	\$0.43			
Taxes Billed 2022	68.0780000	\$12.94			

\* Credit Levy

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

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

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

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



# **LEVEL III DRAINAGE REPORT**

## **Oak Park Road Estates**

Adams County, CO

PREPARED FOR:

### **F & C Realty**

56321 E. Colfax Ave.  
Strasburg, CO 80136  
Phone: 303-916-4155  
Contact: Dan Fahey  
Email: dan@fancrealty.com

PREPARED BY:

### **KELLY DEVELOPMENT SERVICES, LLC**

9301 Scrub Oak Drive  
Lone Tree, Colorado 80124  
Phone: 303-888-6338  
Contact: Greg Kelly, PE  
Email: greg@kellydev.com

February 13, 2023

## ENGINEER CERTIFICATION OF DRAINAGE REPORT

I hereby certify that this report for the Final Drainage design of the Oak Park Road Estates project was prepared by me or under my direct supervision in accordance with the provisions of Adams County Storm Drainage Design and Technical Criteria for the owners thereof. I understand that Adams County does not and will not assume liability for drainage facilities designed by others.

Registered Professional Engineer  
State of Colorado No. 15813

Date \_\_\_\_\_

## DEVELOPER CERTIFICATION OF DRAINAGE FACILITIES

Dan Fahey of F & C Realty hereby certifies that the drainage facilities for the Oak Park Road Estates project shall be constructed according to the design presented in this report. I understand that Adams County does not and will not assume liability for the drainage facilities designed and/ or certified by my engineer. I understand that Adams County reviews drainage plans pursuant to Colorado Revised Statutes Title 30, Article 28; but cannot, on behalf of the Oak Park Road Estates project, guarantee that final drainage design review will absolve Raul Mota and/ or their successors and/ or assigns the future liability for improper design. I further understand that approval of the Final Plat and/ or Final Development Plan does not imply approval of my engineer's drainage design.

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Developer

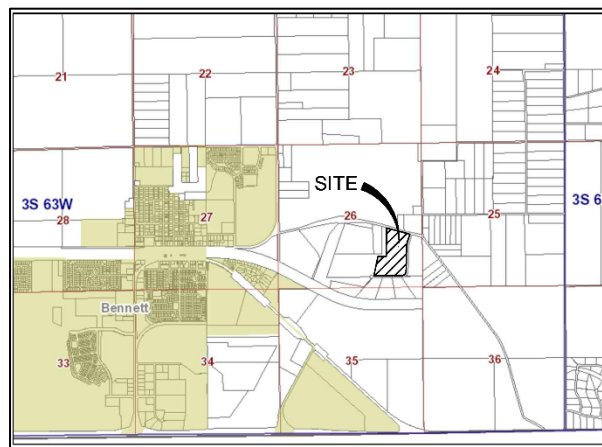
\_\_\_\_\_  
Authorized Signature

# LEVEL III DRAINAGE REPORT OAK PARK ROAD ESTATES

## A. INTRODUCTION

### 1. Location

The Oak Park Road Estates project is an unplatted 35-acre site located at the northwest corner of the intersection of Old Victory Road and Oak Park Road, along the northern ROW of Oak Park Road, in unincorporated Adams County, CO. It is in the Southeast One-Quarter of Section 26, Township 3 South, Range 63 West of the 6<sup>th</sup> P. M., County of Adams, State of Colorado. The project is not located within the Adams County MS-4 area.



The site is bounded on the north and west by unplatted, rural agricultural ground, by Oak Park Road on the south, and Old Victory Road on the east. The property is undeveloped rural agricultural ground.

### 2. Proposed Development

The proposed development includes subdividing the parcel into three rural residential lots for single family home construction. The remainder of the property is anticipated to remain undeveloped agricultural ground.

From the NRCS soils report included in the Appendix of this report, the in-situ soil is a mixture of sandy loams, classified as Hydrologic Soil Types A and B. The soils consist of sandy loams and loamy sand with a low swell potential and well drained with low runoff characteristics. The existing ground surface slopes to the north and northeast at varying slopes from approximately 2% to 4% slope. Runoff generally flows north and northeasterly. The pre-development condition, as it currently exists, is that runoff flows to existing drainageways north of the subject property toward Kiowa Creek . The developed condition will not modify the existing drainage patterns as the project is for single family rural residential use with minimal land

disturbance.

There are no major drainageways crossing the site; however, Kiowa Creek is located approximately 800 feet to the west of the site. The site is located within the Zone X floodplain area for Kiowa Creek as shown on the FEMA FIRM Map No. 08001C0720H dated March 5, 2007. A copy of this map is included in the Appendix of this report.

The property is not located within any Master Drainage Plan or Outfall Systems Plan study areas, nor is it located within the Adams County MS-4 area.

## **B. DESIGN CRITERIA**

### References

This drainage report is based upon information from the August 15, 2017 Adams County Development Standards and Regulations Chapter 9 *Storm Drainage Design and Stormwater Quality Regulations* and Mile High Flood District Storm Drainage Criteria Manual Volumes 1- 3 (MHFD).

### Hydrologic Criteria

The Rational Method was used to calculate runoff from this site in accordance with the Adams County Regulations and Mile High Flood District Manuals. The 1-Hour Design Point Rainfall Values from the Adams County Regulations used for this report are:

$$P1, 2\text{-Yr} = 1.00 \qquad P1, 5\text{-Yr} = 1.42 \qquad P1, 100\text{-Yr} = 2.71$$

Detention calculations were based upon Adams County requirements in accordance with the Manual using the simplified  $V=KA$  formulas. These volumes were input into MHFD's UD\_Detention\_v3.07 spreadsheet for calculation of ponding depth and outlet structure details.

### Hydraulic Criteria

No on-site storm drainage improvements are proposed.

### Minimum Design Standards

Because the project is not located within the MS-4 area, and due to the negligible change in developed drainage flows as compared to historic values, no water quality or detention facilities are proposed.

## **C. DRAINAGE PLAN**

### General Concept

The general drainage concept for the site is for on-site and off-site runoff from the north portion of the site to surface flow across the site to a post-construction detention and water quality pond at the north side of the site adjacent to Potomac Street. The water quality and detention pond for the north portion of the site (the developed portion) will be a Sand Filter

BMP with 100-year stormwater detention designed in accordance with Adams County and MHFCD criteria. The Water Quality Capture Volume (WQCV) will be provided within the pond. The total detention volume is designed to provide for the 100-year storm detention storage plus one-half of the WQCV.

#### Specific Details

No overlot or major grading improvements are proposed; therefore, no change to the existing drainage patterns is anticipated. The site has been divided into seven onsite basins.

The Basins are further described as follows:

Basin A is a small basin at the corner of Old Victory Road and Oak Park Road, 0.45-acres in size that flows to Old Victory Road. No improvements will be made to this basin.

Basin B is the largest basin on the property, 17.94-acres in size. This basin flows to an existing drainage at the northeast corner of the site and is anticipated to have two of the three proposed single-family homes constructed within.

Basin C is a small basin located at the north-central portion of the property and is 0.21-acres in size that flows to the north. No improvements will be made to this basin.

Basin D is another small basin located in the center of the site, 1.70-acres in size that also flows north. No improvements will be made to this basin.

Basin E is a 4.37 acre basin at the southwest portion of the site that flows to the north. No improvements will be made to this basin.

Basin F is a small 1.08-acre basin at the very southwest corner of the property along Oak Park Road. This basin flows to Oak Park Road. No improvements will be made to this basin.

Basin G is a 9.27-acre basin at the western end of the property that flows to the north. The third single-family home is anticipated to be constructed in this basin.

Basin Summary Data including areas, historic, and developed flows are in the two following tables:

HISTORIC BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	C <sub>5</sub>	C <sub>100</sub>	Impervious %	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
A	0.45	0.01	0.13	2.0%	11.7	0.02	0.40
B	17.94	0.01	0.13	2.0%	17.9	0.53	13.15
C	0.21	0.01	0.13	2.0%	10.8	0.01	0.20
D	1.70	0.01	0.13	2.0%	13.3	0.06	1.44
E	4.37	0.01	0.13	2.0%	16.0	0.14	3.39
F	1.08	0.01	0.13	2.0%	11.4	0.04	0.98
G	9.27	0.01	0.13	2.0%	15.4	0.30	7.33

BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	C <sub>5</sub>	C <sub>100</sub>	Impervious %	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
A	0.45	0.01	0.13	2.0%	11.7	1.01	0.40
B	18.04	0.02	0.14	3.1%	17.9	0.01	14.05
C	0.21	0.01	0.13	2.0%	10.8	0.06	0.20
D	1.70	0.01	0.13	2.0%	16.0	0.14	1.44
E	4.37	0.01	0.13	2.0%	11.4	0.04	3.39
F	1.08	0.01	0.13	2.0%	15.4	0.56	0.98
G	9.32	0.02	0.14	3.0%	0.0	0.00	7.82

#### **Post-Construction BMP and Stormwater Detention**

No detention or water quality facilities are required with the project as the property is not located within the MS-4 boundary area, and post-developed impacts will be negligible as demonstrated in the comparative tables above.

#### **E. LOW IMPACT DEVELOPMENT STANDARDS AND REQUIREMENTS**

The project is not located with the Adams County MS-4 area.

#### **F. SUSTAINABLE DEVELOPMENT PRACTICES**

The project is not located with the Adams County MS-4 area and development impacts are minimal.

#### **G. POTENTIAL EROSION AND SEDIMENT IMPACTS**

Construction of the Oak Park Road Estates will likely disturb less than an acre of land on the three lots as is typical of a rural residential single-family project. Erosion and sediment impacts will be negligible.

#### **H. CONCLUSIONS**

This project will have little to no impact upon the existing conditions and surrounding area as disturbance and variance from the existing, pre-developed condition is minimal. It is my professional opinion that the design will be equivalent in quality, effectiveness, durability, and safety to the requirements prescribed in the Adams County Development Manual.

**G. Appendices**

1. Hydrologic Computations
  - a. Land use assumptions, composite “C” and % Impervious calculations
  - b. Initial and major storm runoff computations for developed runoff conditions
2. Graphs, tables, SCS Soils Data, floodplain map, and other relevant data



## **APPENDIX 1**

### **HYDROLOGIC COMPUTATIONS**

COMPOSITE 'C' FACTORS (HISTORIC)																					
LOCATION: Oak Park Road Estates				Adams County		Soil Type: A/B				Final Drainage Report						BY: AWT			DATE: 2/10/2023		
SUB-BASIN	Acreage				PAVED				ROOFS				LAWNS				COMPOSITE C FACTOR				PERCENT IMPERVIOUS
DESIGNATION	PAVED	ROOFS	LAWNS	TOTAL	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	
Imperviousness =					100				90				2								
A	0.00	0.00	0.45	0.45	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
B	0.00	0.00	17.94	17.94	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
C	0.00	0.00	0.21	0.21	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
D	0.00	0.00	1.70	1.70	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
E	0.00	0.00	4.37	4.37	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
F	0.00	0.00	1.08	1.08	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
G	0.00	0.00	9.27	9.27	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
Overall Site	0.00	0.00	35.03	35.03	0.84	0.86	0.87	0.89	0.80	0.85	0.90	0.90	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%

COMPOSITE 'C' FACTORS (DEVELOPED)																					
LOCATION: Oak Park Road Estates				Adams County		Soil Type: A/B				Final Drainage Report						BY: AWT			DATE: 2/10/2023		
SUB-BASIN	Acreage				PAVED				ROOFS				LAWNS				COMPOSITE C FACTOR				PERCENT IMPERVIOUS
DESIGNATION	PAVED	ROOFS	LAWNS	TOTAL	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	
Imperviousness =					100				90				2								
A	0.00	0.00	0.45	0.45	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
B	0.09	0.11	17.83	18.04	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.02	0.02	0.02	0.14	3.1%
C	0.00	0.00	0.21	0.21	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
D	0.00	0.00	1.70	1.70	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
E	0.00	0.00	4.37	4.37	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
F	0.00	0.00	1.08	1.08	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
G	0.05	0.06	9.21	9.32	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.02	0.02	0.02	0.14	3.0%
Overall Site	0.14	0.17	34.85	35.16	0.84	0.86	0.87	0.89	0.80	0.85	0.90	0.90	0.01	0.01	0.01	0.13	0.02	0.02	0.02	0.14	2.3%

TIME OF CONCENTRATION (DEVELOPED)															REMARKS
LOCATION: Oak Park Road Estates			Final Drainage Report								BY: AWT		DATE: 2/13/2023		FORMULAS:  * $T_i = 0.395 (1.1 - C_s) L^{0.5} S / 100^{1/3}$  ** $V = C_v (S / 100)^{0.5}$
SUB-BASIN DATA			INIT./OVERLAND TIME (T <sub>i</sub> )			TRAVEL TIME (T <sub>t</sub> )					TOTAL	T <sub>c</sub> Check (Urbanized Basins)		FINAL T <sub>c</sub>	
DESIGNATION	C <sub>s</sub>	AREA (AC)	LENGTH (FT)	SLOPE %	T <sub>i</sub> (Min.)*	GRASS/PAVED	LENGTH (FT)	SLOPE %	VEL (FPS)**	T <sub>t</sub> (Min.)	T <sub>i</sub> +T <sub>t</sub> (Min.)	LGTH. (FT)	T <sub>c</sub> = (L/180) + 10	(minutes)	
A	0.01	0.45	100	3.50	13.16	GRASS	210	2.60	1.13	3.10	16.3	310	11.7	11.7	
B	0.02	18.04	500	4.50	26.84	GRASS	929	3.70	1.35	11.50	38.3	1429	17.9	17.9	
C	0.01	0.21	136	3.80	14.93	GRASS	0	3.80	1.36	0.00	14.9	136	10.8	10.8	
D	0.01	1.70	500	4.00	28.15	GRASS	90	4.00	1.40	1.07	29.2	590	13.3	13.3	
E	0.01	4.37	285	1.80	27.73	GRASS	790	3.10	1.23	10.68	38.4	1075	16.0	16.0	
F	0.01	1.08	260	3.50	21.22	GRASS	0	3.50	1.31	0.00	21.2	260	11.4	11.4	
G	0.02	9.32	500	3.90	28.16	GRASS	465	3.90	1.38	5.61	33.8	965	15.4	15.4	

TIME OF CONCENTRATION (DEVELOPED)															REMARKS
LOCATION: Oak Park Road Estates			Final Drainage Report								BY: AWT		DATE: 2/13/2023		FORMULAS:  * $T_i = 0.395 (1.1 - C_s) L^{0.5} S / 100^{1/3}$  ** $V = C_v (S / 100)^{0.5}$
SUB-BASIN DATA			INIT./OVERLAND TIME (T <sub>i</sub> )			TRAVEL TIME (T <sub>t</sub> )					TOTAL	T <sub>c</sub> Check (Urbanized Basins)		FINAL T <sub>c</sub>	
DESIGNATION	C <sub>s</sub>	AREA (AC)	LENGTH (FT)	SLOPE %	T <sub>i</sub> (Min.)*	GRASS/ PAVED	LENGTH (FT)	SLOPE %	VEL (FPS)**	T <sub>t</sub> (Min.)	T <sub>i</sub> +T <sub>t</sub> (Min.)	LGTH. (FT)	T <sub>c</sub> = (L/180) + 10	(minutes)	
A	0.01	0.45	100	3.50	13.16	GRASS	210	2.60	1.13	3.10	16.3	310	11.7	11.7	
B	0.02	18.04	500	4.50	26.84	GRASS	929	3.70	1.35	11.50	38.3	1429	17.9	17.9	
C	0.01	0.21	136	3.80	14.93	GRASS	0	3.80	1.36	0.00	14.9	136	10.8	10.8	
D	0.01	1.70	500	4.00	28.15	GRASS	90	4.00	1.40	1.07	29.2	590	13.3	13.3	
E	0.01	4.37	285	1.80	27.73	GRASS	790	3.10	1.23	10.68	38.4	1075	16.0	16.0	
F	0.01	1.08	260	3.50	21.22	GRASS	0	3.50	1.31	0.00	21.2	260	11.4	11.4	
G	0.02	9.32	500	3.90	28.16	GRASS	465	3.90	1.38	5.61	33.8	965	15.4	15.4	

## Storm Drainage System Design (Rational Method Procedure)

Subdivision	<u>Oak Park Road Estates</u>
Designer	<u>AWT</u>
Date	<u>2/13/2023</u>
Design Storm	<u>5 -YR HISTORIC</u>

$$I = \frac{28.5 \cdot P_1}{(10 + T_C)^{0.786}}$$

Where:  $P_1 = 1.42$

[illegible]

## Storm Drainage System Design (Rational Method Procedure)

Subdivision	<u>Oak Park Road Estates</u>
Designer	<u>AWT</u>
Date	<u>2/13/2023</u>
Design Storm	<u>5 -YR DEVELOPED</u>

$$I = \frac{28.5 \cdot P_1}{(10 + T_C)^{0.786}}$$

Where:  $P_1 = 1.42$

[illegible]

## Storm Drainage System Design (Rational Method Procedure)

Subdivision	<u>Oak Park Road Estates</u>
Designer	<u>AWT</u>
Date	<u>2/13/2023</u>
Design Storm	100-YR HISTORIC

$$I = \frac{28.5 \cdot P_1}{(10 + T_C)^{0.786}}$$

Where:  $P_1 = 2.71$

[illegible]



## Storm Drainage System Design (Rational Method Procedure)

Subdivision	Oak Park Road Estates
Designer	AWT
Date	2/13/2023
Design Storm	100-YR DEVELOPED

$$I = \frac{28.5 \cdot P_1}{(10 + T_C)^{0.786}}$$

Where:  $P_1 = 2.71$

[illegible]

BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	C <sub>5</sub>	C <sub>100</sub>	Impervious %	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
A	0.45	0.01	0.13	2.0%	11.7	1.01	0.40
B	18.04	0.02	0.14	3.1%	17.9	0.01	14.05
C	0.21	0.01	0.13	2.0%	10.8	0.06	0.20
D	1.70	0.01	0.13	2.0%	16.0	0.14	1.44
E	4.37	0.01	0.13	2.0%	11.4	0.04	3.39
F	1.08	0.01	0.13	2.0%	15.4	0.56	0.98
G	9.32	0.02	0.14	3.0%	0.0	0.00	7.82

DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	Contributing Basins	Contributing Area (acres)	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
1	A	0.45	11.7	0.02	0.40
2	B	18.04	17.9	1.01	14.05
3	C	0.21	10.8	0.01	0.20
4	D	1.70	13.3	0.06	1.44
5	E	4.37	16.0	0.14	3.39
6	F	1.08	11.4	0.04	0.98
7	G	9.32	15.4	0.56	7.82

HISTORIC DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	Contributing Basins	Contributing Area (acres)	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
1	A	0.45	11.7	0.02	0.40
2	B	17.94	17.9	1.01	13.15
3	C	0.21	10.8	0.01	0.20
4	D	1.70	13.3	0.06	1.44
5	E	4.37	16.0	0.14	3.39
6	F	1.08	11.4	0.04	0.98
7	G	9.27	15.4	0.56	7.33

## **APPENDIX 2**

**GRAPHS, TABLES, SCS SOILS DATA, FLOODPLAN MAPS,  
AND OTHER RELEVANT DATA**



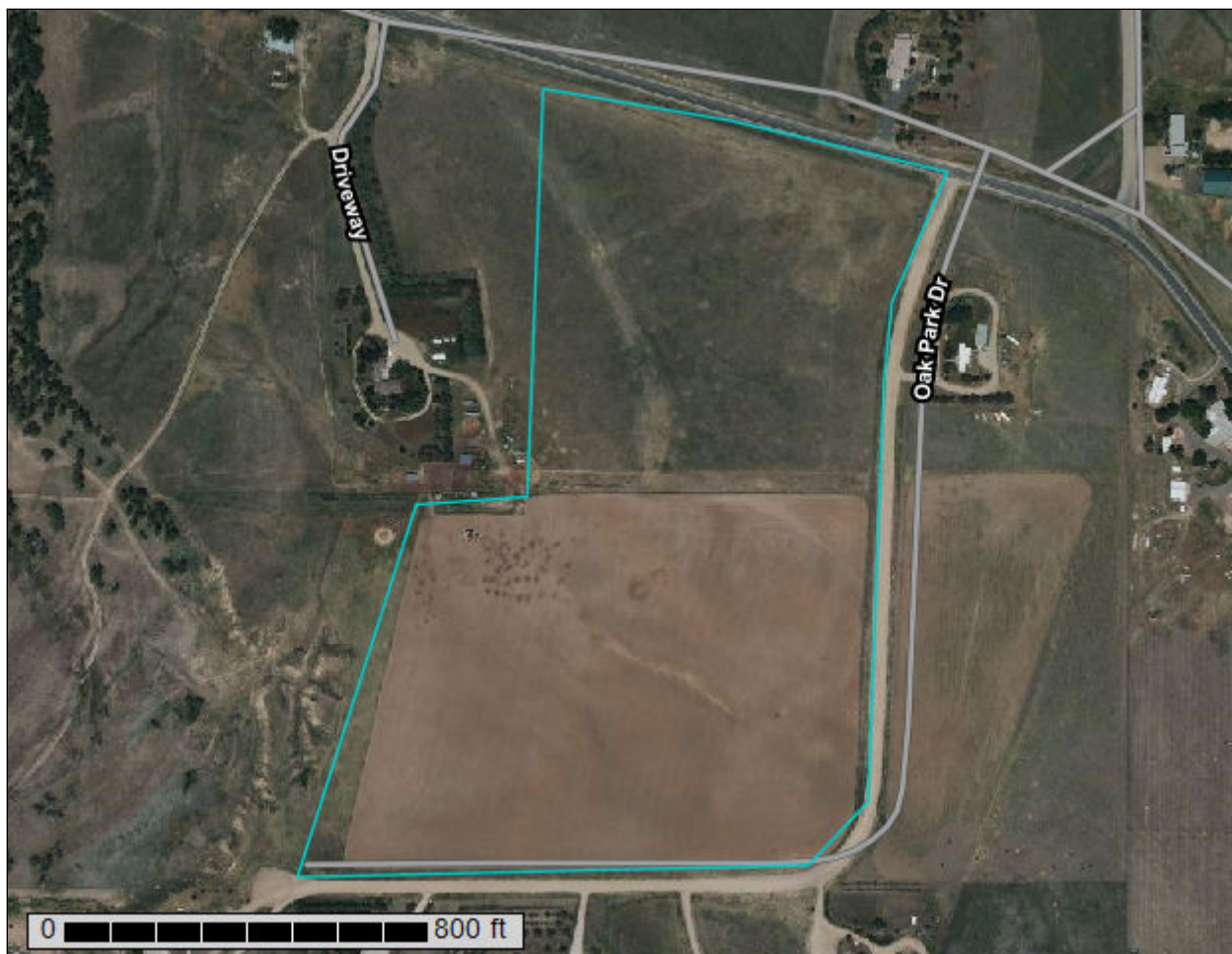
United States  
Department of  
Agriculture

NRCS

Natural  
Resources  
Conservation  
Service

A product of the National  
Cooperative Soil Survey,  
a joint effort of the United  
States Department of  
Agriculture and other  
Federal agencies, State  
agencies including the  
Agricultural Experiment  
Stations, and local  
participants

# Custom Soil Resource Report for Adams County Area, Parts of Adams and Denver Counties, Colorado



February 10, 2023

# How Soil Surveys Are Made

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Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

## Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.



# Soil Map

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The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report Soil Map



# Custom Soil Resource Report

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

### Water Features

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Adams County Area, Parts of Adams and Denver Counties, Colorado  
Survey Area Data: Version 19, Sep 1, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 9, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

## MAP LEGEND

## MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AsC	Ascalon sandy loam, 3 to 5 percent slopes	12.9	35.7%
AsD	Ascalon sandy loam, 5 to 9 percent slopes	7.9	21.8%
BoD	Blakeland loamy sand, 3 to 9 percent slopes	0.6	1.7%
Bt	Blakeland-Truckton association	10.6	29.2%
TtD	Truckton loamy sand, 3 to 9 percent slopes	4.2	11.6%
<b>Totals for Area of Interest</b>		<b>36.3</b>	<b>100.0%</b>

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

## Custom Soil Resource Report

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Adams County Area, Parts of Adams and Denver Counties, Colorado

### AsC—Ascalon sandy loam, 3 to 5 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2tln

*Elevation:* 3,550 to 5,970 feet

*Mean annual precipitation:* 12 to 16 inches

*Mean annual air temperature:* 46 to 57 degrees F

*Frost-free period:* 135 to 160 days

*Farmland classification:* Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

#### Map Unit Composition

*Ascalon and similar soils:* 80 percent

*Minor components:* 20 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Ascalon

##### Setting

*Landform:* Interfluvies

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Interfluvie

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Wind-reworked alluvium and/or calcareous sandy eolian deposits

##### Typical profile

*Ap - 0 to 6 inches:* sandy loam

*Bt1 - 6 to 12 inches:* sandy clay loam

*Bt2 - 12 to 19 inches:* sandy clay loam

*Bk - 19 to 35 inches:* sandy clay loam

*C - 35 to 80 inches:* sandy loam

##### Properties and qualities

*Slope:* 3 to 5 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Well drained

*Runoff class:* Low

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 6.00 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 10 percent

*Maximum salinity:* Nonsaline (0.1 to 1.9 mmhos/cm)

*Sodium adsorption ratio, maximum:* 1.0

*Available water supply, 0 to 60 inches:* Moderate (about 6.9 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 3e

*Land capability classification (nonirrigated):* 4c

*Hydrologic Soil Group:* B

*Ecological site:* R067BY024CO - Sandy Plains, R072XY111KS - Sandy Plains

## Custom Soil Resource Report

*Hydric soil rating:* No

### Minor Components

#### Stoneham

*Percent of map unit:* 10 percent

*Landform:* Interfluves

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY002CO - Loamy Plains, R072XY100KS - Loamy Tableland

*Hydric soil rating:* No

#### Vona

*Percent of map unit:* 8 percent

*Landform:* Interfluves

*Landform position (two-dimensional):* Shoulder, backslope, footslope

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY024CO - Sandy Plains, R072XY111KS - Sandy Plains

*Hydric soil rating:* No

#### Platner

*Percent of map unit:* 2 percent

*Landform:* Interfluves

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY002CO - Loamy Plains, R072XY100KS - Loamy Tableland

*Hydric soil rating:* No

## AsD—Ascalon sandy loam, 5 to 9 percent slopes

### Map Unit Setting

*National map unit symbol:* 2tlmx

*Elevation:* 3,870 to 6,070 feet

*Mean annual precipitation:* 13 to 16 inches

*Mean annual air temperature:* 46 to 57 degrees F

*Frost-free period:* 135 to 160 days

*Farmland classification:* Not prime farmland

### Map Unit Composition

*Ascalon and similar soils:* 85 percent

*Minor components:* 15 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*



## Description of Ascalon

### Setting

*Landform:* Interfluves

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Wind-reworked alluvium and/or calcareous sandy eolian deposits

### Typical profile

*Ap - 0 to 6 inches:* sandy loam

*Bt1 - 6 to 12 inches:* sandy clay loam

*Bt2 - 12 to 19 inches:* sandy clay loam

*Bk - 19 to 35 inches:* sandy clay loam

*C - 35 to 80 inches:* sandy loam

### Properties and qualities

*Slope:* 5 to 9 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Well drained

*Runoff class:* Medium

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 2.00 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 10 percent

*Maximum salinity:* Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)

*Sodium adsorption ratio, maximum:* 1.0

*Available water supply, 0 to 60 inches:* Moderate (about 6.8 inches)

### Interpretive groups

*Land capability classification (irrigated):* 4e

*Land capability classification (nonirrigated):* 4c

*Hydrologic Soil Group:* B

*Ecological site:* R067BY024CO - Sandy Plains

*Hydric soil rating:* No

## Minor Components

### Stoneham

*Percent of map unit:* 10 percent

*Landform:* Interfluves

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY002CO - Loamy Plains

*Hydric soil rating:* No

### Manter

*Percent of map unit:* 5 percent

*Landform:* Interfluves

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY024CO - Sandy Plains

*Hydric soil rating:* No

## **BoD—Blakeland loamy sand, 3 to 9 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 34vs

*Elevation:* 4,600 to 5,800 feet

*Mean annual precipitation:* 13 to 15 inches

*Mean annual air temperature:* 46 to 48 degrees F

*Frost-free period:* 135 to 155 days

### **Map Unit Composition**

*Blakeland and similar soils:* 95 percent

*Minor components:* 5 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Blakeland**

#### **Setting**

*Landform:* Plains

*Landform position (three-dimensional):* Talf

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Alluvium derived from mixed and/or eolian deposits derived from mixed

#### **Typical profile**

*H1 - 0 to 9 inches:* loamy sand

*H2 - 9 to 60 inches:* sand

#### **Properties and qualities**

*Slope:* 3 to 9 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Somewhat excessively drained

*Runoff class:* Low

*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (5.95 to 19.98 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 5 percent

*Available water supply, 0 to 60 inches:* Low (about 4.3 inches)

#### **Interpretive groups**

*Land capability classification (irrigated):* 4e

*Land capability classification (nonirrigated):* 6e

*Hydrologic Soil Group:* A

*Ecological site:* R067BY015CO - Deep Sand

*Hydric soil rating:* No

## Minor Components

### Truckton

*Percent of map unit:* 5 percent

*Hydric soil rating:* No

## Bt—Blakeland-Truckton association

### Map Unit Setting

*National map unit symbol:* 34vt

*Elevation:* 4,400 to 6,000 feet

*Mean annual precipitation:* 13 to 15 inches

*Mean annual air temperature:* 46 to 52 degrees F

*Frost-free period:* 125 to 155 days

*Farmland classification:* Not prime farmland

### Map Unit Composition

*Blakeland and similar soils:* 60 percent

*Truckton and similar soils:* 20 percent

*Minor components:* 20 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

## Description of Blakeland

### Setting

*Landform:* Plains

*Landform position (three-dimensional):* Talf

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Alluvium derived from mixed and/or eolian deposits derived from mixed

### Typical profile

*H1 - 0 to 9 inches:* loamy sand

*H2 - 9 to 60 inches:* sand

### Properties and qualities

*Slope:* 3 to 9 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Somewhat excessively drained

*Runoff class:* Low

*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (5.95 to 19.98 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 5 percent

*Available water supply, 0 to 60 inches:* Low (about 4.3 inches)

**Interpretive groups**

*Land capability classification (irrigated): 4e*  
*Land capability classification (nonirrigated): 6e*  
*Hydrologic Soil Group: A*  
*Ecological site: R067BY015CO - Deep Sand*  
*Hydric soil rating: No*

**Description of Truckton**

**Setting**

*Landform: Plains*  
*Landform position (three-dimensional): Talf*  
*Down-slope shape: Linear*  
*Across-slope shape: Linear*  
*Parent material: Eolian deposits derived from mixed*

**Typical profile**

*H1 - 0 to 9 inches: loamy sand*  
*H2 - 9 to 21 inches: sandy loam*  
*H3 - 21 to 32 inches: loamy sand*  
*H4 - 32 to 60 inches: coarse sand*

**Properties and qualities**

*Slope: 3 to 9 percent*  
*Depth to restrictive feature: More than 80 inches*  
*Drainage class: Well drained*  
*Runoff class: Low*  
*Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)*  
*Depth to water table: More than 80 inches*  
*Frequency of flooding: None*  
*Frequency of ponding: None*  
*Available water supply, 0 to 60 inches: Low (about 4.3 inches)*

**Interpretive groups**

*Land capability classification (irrigated): 4e*  
*Land capability classification (nonirrigated): 6e*  
*Hydrologic Soil Group: A*  
*Ecological site: R067BY015CO - Deep Sand*  
*Hydric soil rating: No*

**Minor Components**

**Valent**

*Percent of map unit: 10 percent*  
*Hydric soil rating: No*

**Vona**

*Percent of map unit: 10 percent*  
*Hydric soil rating: No*

## **TtD—Truckton loamy sand, 3 to 9 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 34wz  
*Elevation:* 4,400 to 6,000 feet  
*Mean annual precipitation:* 13 to 15 inches  
*Mean annual air temperature:* 48 to 52 degrees F  
*Frost-free period:* 125 to 155 days  
*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Truckton and similar soils:* 85 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Truckton**

#### **Setting**

*Landform:* Plains  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Eolian deposits derived from mixed

#### **Typical profile**

*H1 - 0 to 9 inches:* loamy sand  
*H2 - 9 to 21 inches:* sandy loam  
*H3 - 21 to 32 inches:* loamy sand  
*H4 - 32 to 60 inches:* coarse sand

#### **Properties and qualities**

*Slope:* 3 to 9 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Runoff class:* Low  
*Capacity of the most limiting layer to transmit water (Ksat):* High (2.00 to 6.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water supply, 0 to 60 inches:* Low (about 4.3 inches)

#### **Interpretive groups**

*Land capability classification (irrigated):* 4e  
*Land capability classification (nonirrigated):* 6e  
*Hydrologic Soil Group:* A  
*Ecological site:* R067BY024CO - Sandy Plains  
*Hydric soil rating:* No

**Minor Components**

**Vona**

*Percent of map unit:* 8 percent

*Hydric soil rating:* No

**Blakeland**

*Percent of map unit:* 5 percent

*Hydric soil rating:* No

**Loup**

*Percent of map unit:* 1 percent

*Landform:* Swales

*Ecological site:* R067BY029CO - Sandy Meadow

*Hydric soil rating:* Yes

**Tryon**

*Percent of map unit:* 1 percent

*Landform:* Swales

*Ecological site:* R067BY024CO - Sandy Plains

*Hydric soil rating:* Yes

# References

---

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- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053577](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577)
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- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2\\_053374](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374)
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelpdb1043084>

## Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053624](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624)

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. [http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs142p2\\_052290.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf)



## NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodway data have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only to landward of 0.5 North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for the jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on the FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 13. The horizontal datum was NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1955 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA, NGS012  
National Geodetic Survey  
SSM-C-3, #0202  
1315 East West Highway  
Silver Spring, MD 20910-2852

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (801) 713-3342, or visit its website at <http://www.ngs.noaa.gov/>.

Base map information shown on this FIRM was provided by the Adams County and Commerce City GIS departments. The coordinate system used for the production of the digital FIRM is Universal Transverse Mercator, Zone 13N, referenced to North American Datum of 1983 and the GRS 80 spheroid, Western Hemisphere.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

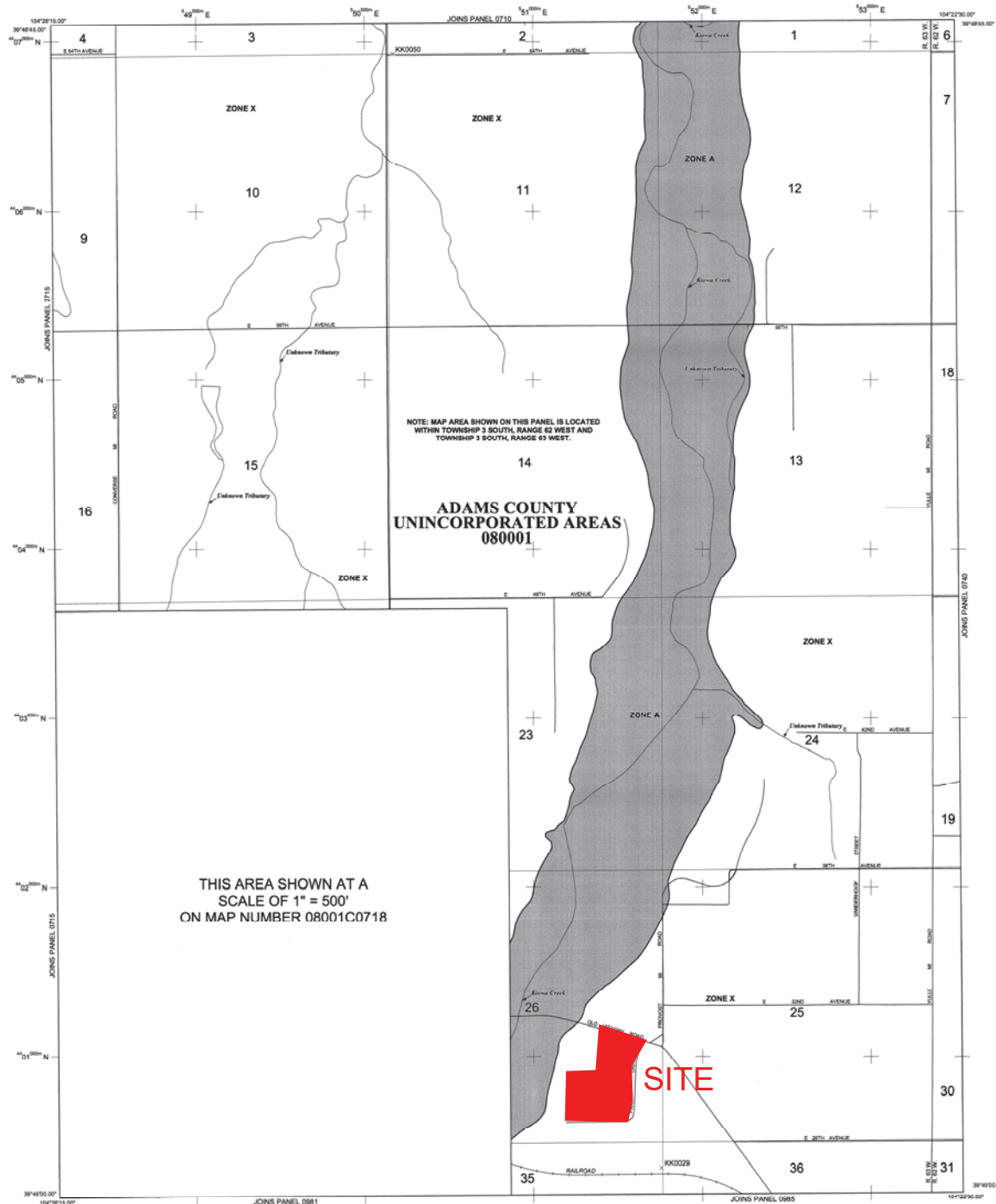
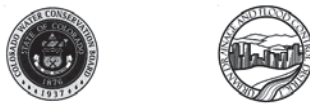
Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://www.fema.gov>.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2927) or visit the FEMA website at <http://www.fema.gov>.

This digital Flood Insurance Rate Map (FIRM) was produced through a cooperative partnership between the State of Colorado Water Conservation Board, the Urban Drainage and Flood Control District, and the Federal Emergency Management Agency (FEMA). The State of Colorado Water Conservation Board and the Urban Drainage and Flood Control District have implemented a long-term agreement of regional management to reduce the costs associated with flooding. As part of this effort, both the State of Colorado and the Urban Drainage and Flood Control District have joined in Cooperating Technical Partner agreements with FEMA to produce this digital FIRM.

Additional flood hazard information and resources are available from local communities, the Colorado Water Conservation Board, and the Urban Drainage and Flood Control District.



THIS AREA SHOWN AT A  
SCALE OF 1" = 500'  
ON MAP NUMBER 08001C0718

## LEGEND

**SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**

The 1% annual chance flood (100-year flood) also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Areas are the areas subject to inundation by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AV, AR, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

**ZONE A**  
No Base Flood Elevations determined.  
Base Flood Elevations determined.  
**ZONE AE**  
Base Flood Elevations determined.  
**ZONE AH**  
Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.  
**ZONE AD**  
Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined; for areas of sheet flow, no depths were also determined.

**ZONE AR**  
Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently abandoned. Zone indicates that the former flood control system is being returned to provide protection from the 1% annual chance or greater flood.

**ZONE ARB**  
Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevation determined.

**ZONE V**  
Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

**ZONE VE**  
Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

**FLOODWAY AREAS IN ZONE AE**  
The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**OTHER FLOOD AREAS**  
**ZONE X**  
Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

**OTHER AREAS**  
**ZONE X**  
Areas determined to be outside the 0.2% annual chance floodplain.

**ZONE D**  
Areas in which flood hazards are undetermined, but possible.

**COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**

**OTHERWISE PROTECTED AREAS (OPA)**  
CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

**BOUNDARY**  
Floodplain boundary  
Floodway boundary  
Zone D boundary

**BOUNDARY**  
CBRS and OPA boundary

**BOUNDARY**  
Boundary defining Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

**BOUNDARY**  
Base Flood Elevation line and value; elevation in feet\*

**BOUNDARY**  
Base Flood Elevation value where uniform within zone; elevation in feet\*

\* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

**BOUNDARY**  
Traverse line

**BOUNDARY**  
Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

**BOUNDARY**  
100-meter Universal Transverse Mercator grid lines, zone 13

**BOUNDARY**  
500-foot grid lines: Alabama State Plane coordinate system, east zone (FIPS2000 5001), Transverse Mercator

**BOUNDARY**  
Bench mark (see explanation in Notes to Users section of this FIRM panel)

**BOUNDARY**  
River Mile

**BOUNDARY**  
MAP REPOSITORIES

Refer to Map Repositories list on Map Index

**BOUNDARY**  
EFFECTIVE DATE OF COUNTRYWIDE FLOOD INSURANCE RATE MAP

August 14, 1999

EFFECTIVE DATES OF REVISIONS TO THIS PANEL

March 5, 2007 - to update map format

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-655-6625.

**BOUNDARY**  
MAP SCALE 1" = 500'

500 1000 1500 2000 FEET

500 1000 1500 2000 METERS

**BOUNDARY**  
PANEL 0720H

**BOUNDARY**  
FIRM

**BOUNDARY**  
FLOOD INSURANCE RATE MAP

**BOUNDARY**  
ADAMS COUNTY,

**BOUNDARY**  
COLORADO

**BOUNDARY**  
AND INCORPORATED AREAS

**BOUNDARY**  
PANEL 720 OF 1150

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**BOUNDARY**  
CONTAINS:

**BOUNDARY**  
COMMUNITY NUMBER PANEL SUFFIX

ADAMS COUNTY 080001 0720 H

**BOUNDARY**  
Notice to User: The Map Number shown below should be used when citing map errors. The Community Number shown below should be used on insurance applications for the subject community.

**BOUNDARY**  
MAP NUMBER

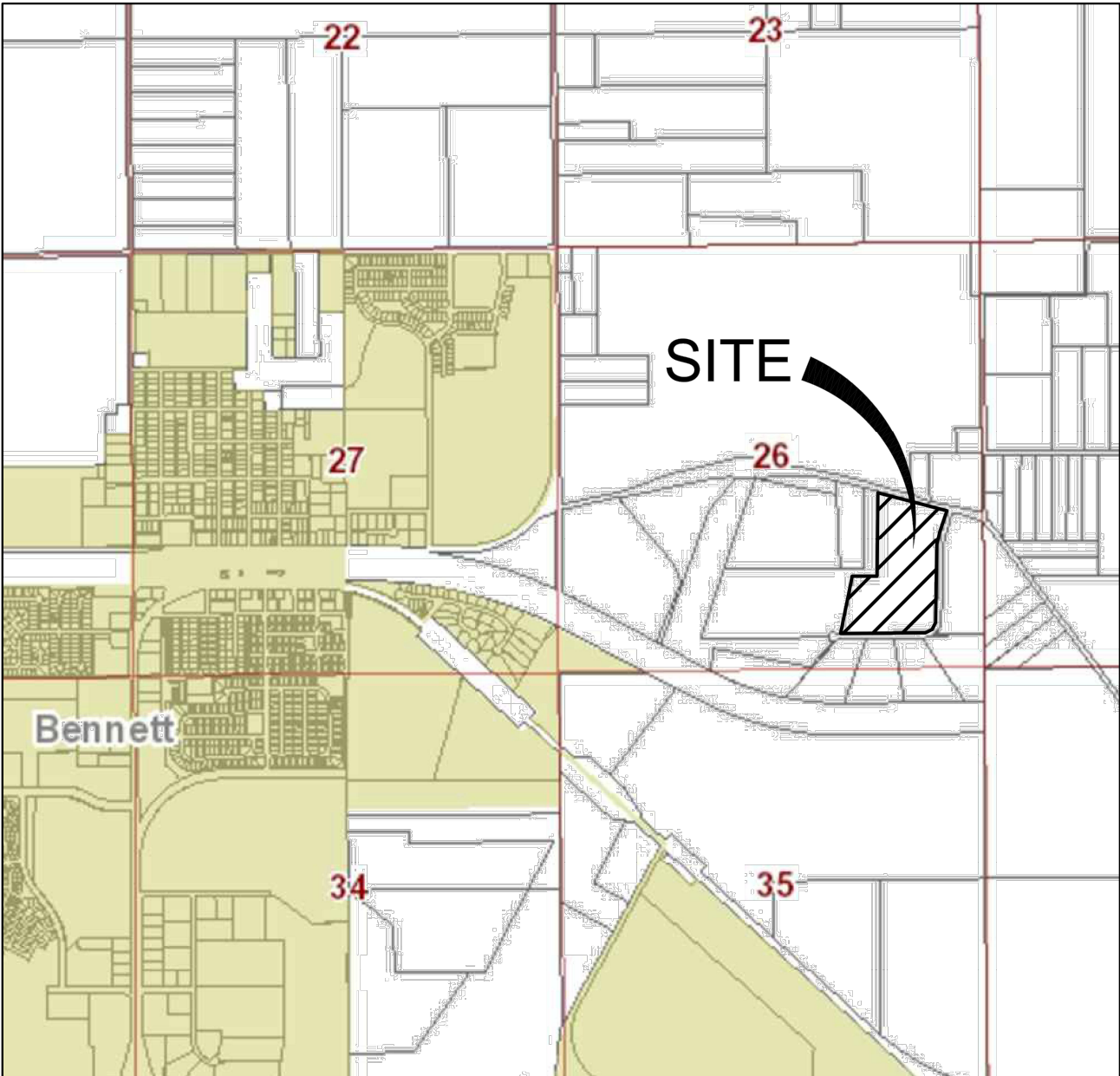
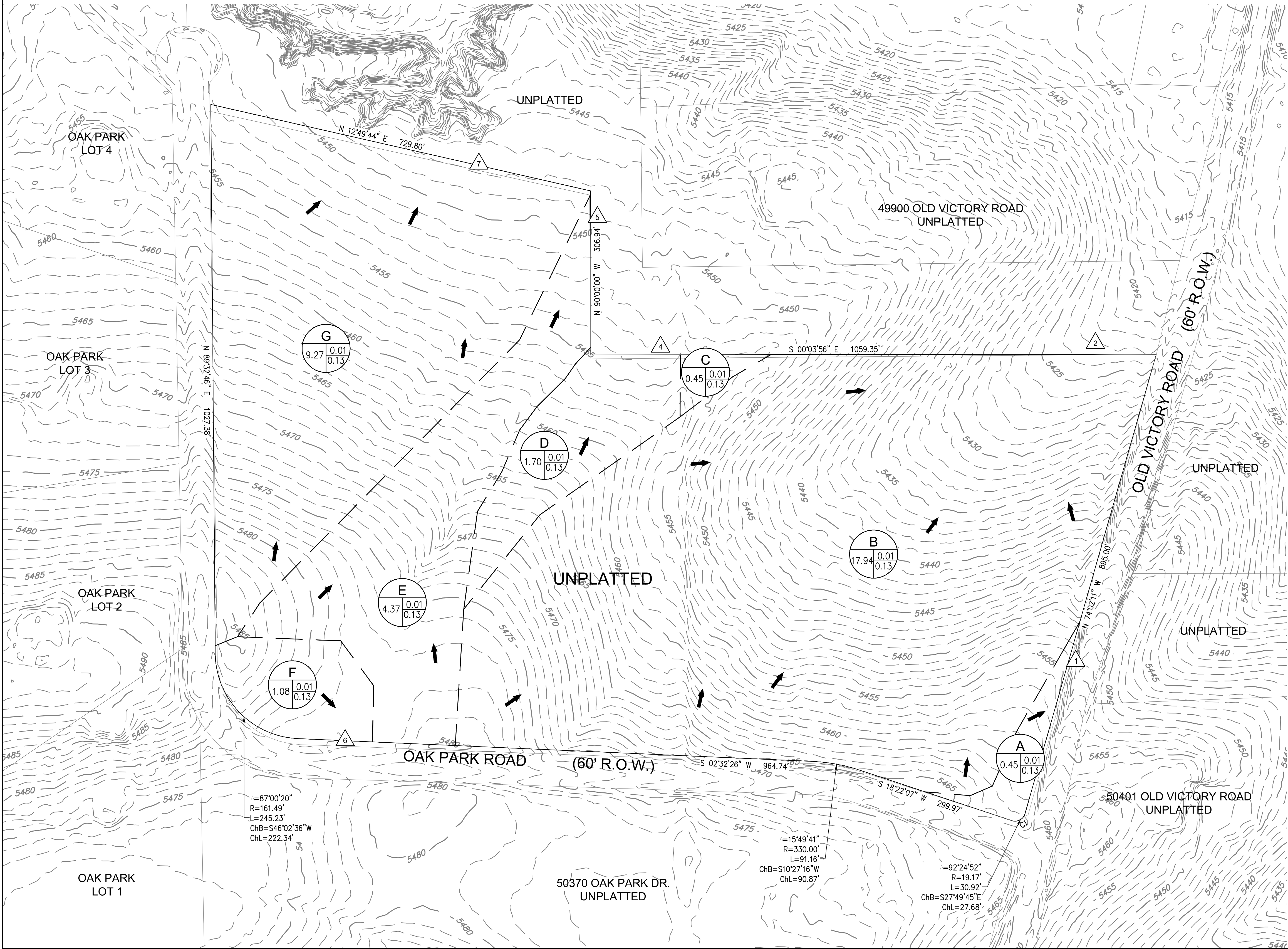
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**BOUNDARY**  
MAP REVISED

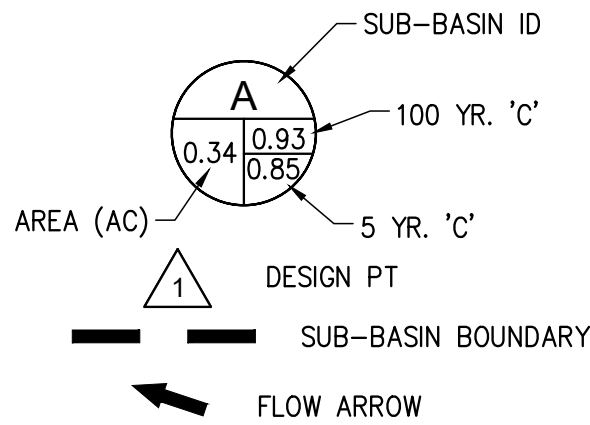
MARCH 5, 2007

**BOUNDARY**  
Federal Emergency Management Agency



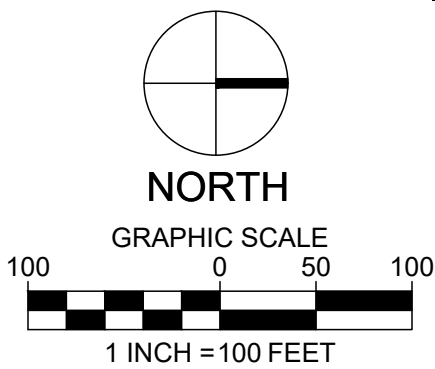


VICINITY MAP  
1"=3000'



HISTORIC BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	Cs	C100	Impervious %	T (min)	Qs (cfs)	Q100 (cfs)
A	0.45	0.01	0.13	2.0%	11.7	0.02	0.40
B	17.94	0.01	0.13	2.0%	17.9	0.53	13.15
C	0.21	0.01	0.13	2.0%	10.8	0.01	0.20
D	1.70	0.01	0.13	2.0%	13.3	0.06	1.44
E	4.37	0.01	0.13	2.0%	16.0	0.14	3.39
F	1.08	0.01	0.13	2.0%	11.4	0.04	0.98
G	9.27	0.01	0.13	2.0%	15.4	0.30	7.33

HISTORIC DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	Contributing Basins	Contributing Area (acres)	T (min)	Qs (cfs)	Q100 (cfs)
1	A	0.45	11.7	0.02	0.40
2	B	17.94	17.9	0.78	13.15
3	C	0.21	10.8	0.01	0.20
4	D	1.70	13.3	0.06	1.44
5	E	4.37	16.0	0.14	3.39
6	F	1.08	11.4	0.04	0.98
7	G	9.27	15.4	0.43	7.33



**COLORADO 811**  
WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

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# OAK PARK ROAD ESTATES

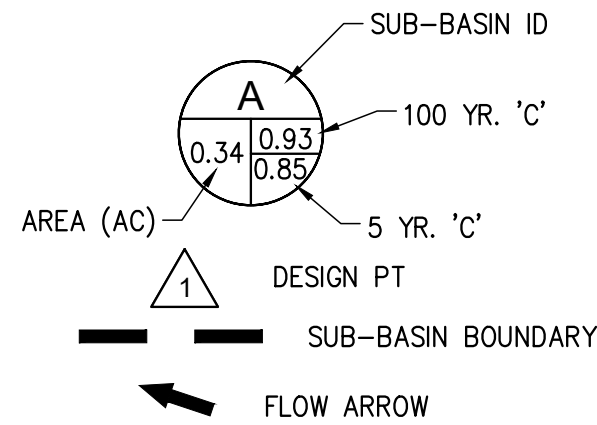
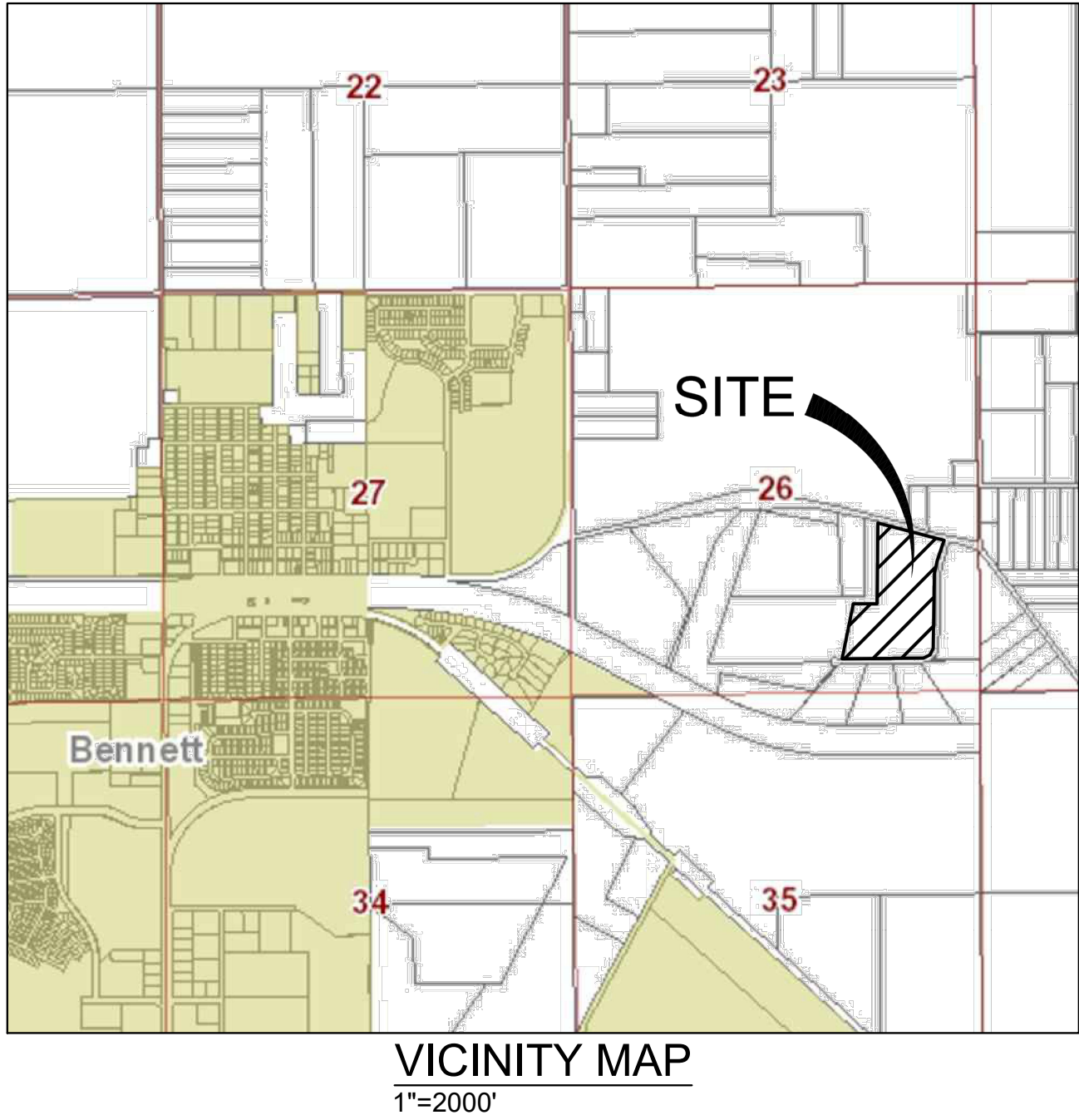
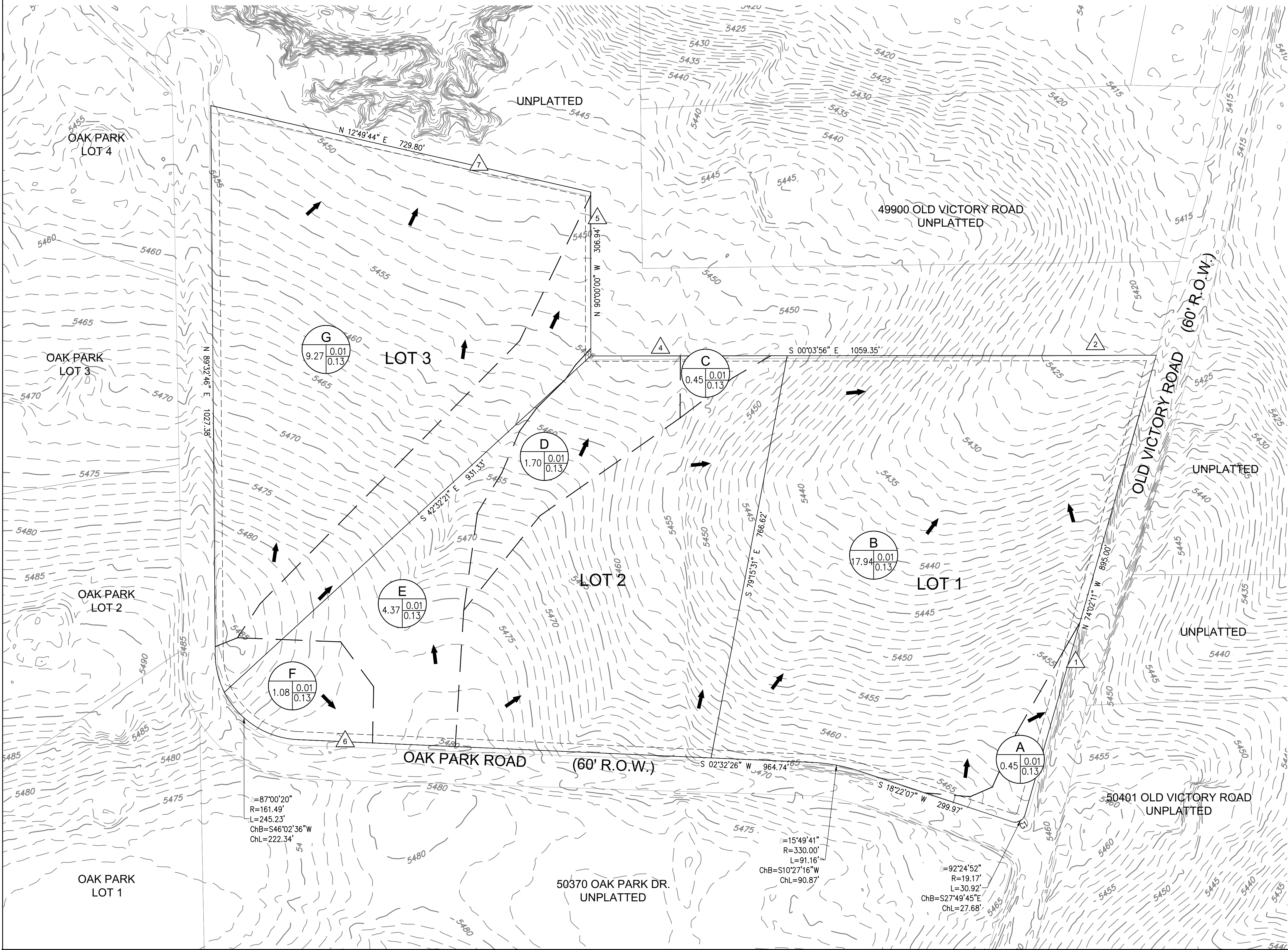
LEVEL III DRAINAGE REPORT  
PRE-DEVELOPED CONDITION

**KELLY DEVELOPMENT SERVICES, LLC**  
9301 SCRUB OAK DR  
LONE TREE, CO 80124  
303-888-6338  
greg@kellydev.com

SHEET NUMBER  
**DR1**  
SHEET 1  
PROJECT NUMBER  
2209.01

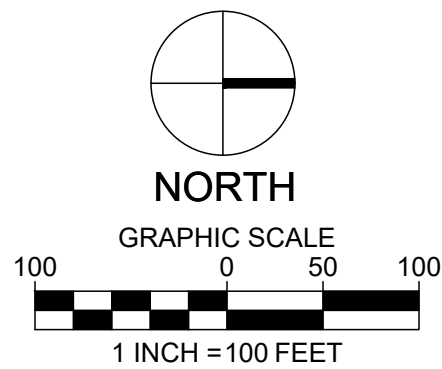


[V:-To.dwg] [V:-MA.dwg] [EXMA.dwg] [C:-MA.dwg] [TBN.dwg]  
Drawing name: D:\Projects\2209\_OVR\CAD\Sheet\Drainage\FDR.dwg Feb 13, 2023 -- 7:45am



BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	C <sub>s</sub>	C <sub>100</sub>	Impervious %	T (min)	Q <sub>s</sub> (cfs)	Q <sub>100</sub> (cfs)
A	0.45	0.01	0.13	2.0%	11.7	1.01	0.40
B	18.04	0.02	0.14	3.1%	17.9	0.01	14.05
C	0.21	0.01	0.13	2.0%	10.8	0.06	0.20
D	1.70	0.01	0.13	2.0%	16.0	0.14	1.44
E	4.37	0.01	0.13	2.0%	11.4	0.04	3.39
F	1.08	0.01	0.13	2.0%	15.4	0.56	0.98
G	9.32	0.02	0.14	3.0%	0.0	0.00	7.82

DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	Contributing Basins	Contributing Area (acres)	T (min)	Q <sub>s</sub> (cfs)	Q <sub>100</sub> (cfs)
1	A	0.45	11.7	0.02	0.40
2	B	18.04	17.9	1.01	14.05
3	C	0.21	10.8	0.01	0.20
4	D	1.70	13.3	0.06	1.44
5	E	4.37	16.0	0.14	3.39
6	F	1.08	11.4	0.04	0.98
7	G	9.32	15.4	0.56	7.82



**COLORADO 811**  
WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

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**OAK PARK ROAD ESTATES**  
LEVEL III DRAINAGE PLAN

**KELLY DEVELOPMENT SERVICES, LLC**  
9301 SCRUB OAK DR  
LONE TREE, CO 80124  
303-888-6338  
greg@kellydev.com

SHEET NUMBER  
**DR2**  
SHEET 1  
PROJECT NUMBER  
2209.01





DB Enterprise, LLC  
4771 So. Danube Circle  
Denver, Colorado 80015

Phone: (720) 231-1947  
E-Mail: [druble.jr@comcast.net](mailto:druble.jr@comcast.net)

January 20, 2023

Mr. Aaron Thompson  
Aperio Property Consultants, LLC  
4032 Defoe Street  
Strasburg, CO 80136

Re: Oak Park Drive Project  
Adams County, CO (DBE #230020)

Dear Mr. Thompson:

I have completed the preparation of a traffic conformance letter for the proposed Oak Park Drive Project. The proposed Oak Park Drive Project is located near the intersection of Old Victory Road and Oak Park Drive in Adams County, Colorado. Figure 1 depicts the precise location of the proposed Oak Park Drive Project. The proposed residential project is located in the southwest corner of the intersection of Old Victory Road and Oak Park Drive in Adams County, Colorado. The site is bounded by residential development on the west, Oak Park Drive on the east and south, and Old Victory Road on the north.

#### Introduction

Oak Park Drive is functionally classified as a local roadway. It has two lanes, one in each direction. The roadway surface is gravel. There are only eight single-family detached dwellings that currently use this roadway to access Old Victory Road. The existing daily traffic volume on this roadway is estimated to be 75 vehicle-trips with 37 vehicles entering and 38 vehicles leaving just south of Old Victory Road. Old Victory Road is functionally classified as a collector roadway from SH 79 to US 36. This roadway has two-lanes, with one lane in each direction. The roadway surface is paved for the full length. There are no plans to widen this roadway.

Figure 2 depicts the proposed site plan for the proposed Oak Park Drive Project. This site plan is under review by Adams County and may change as a result of this review.

#### Vehicle Trip Generation Estimates

The amount of traffic that will be generated by the proposed residential project has been estimated based upon trip generation rates published by the Institute of Transportation Engineers (ITE) in the 11<sup>th</sup> Edition, 2027, of *Trip Generation*. The proposed Oak Park Drive Project is expected to have 3 single-family detached housing units at full build out. As can be

seen in Table 1, the site at full build out is expected to generate 28 daily vehicle-trips with three vehicle-trips occurring in the AM peak-hour (one vehicle entering and two vehicles leaving the site) and three vehicle-trips occurring in the PM peak-hour (two vehicles entering and one vehicles leaving the site).

Table 1  
Estimated Vehicle Trip Generation

Weekday Daily

ITE Category		Quantity		Average Weekday (1)	
				Trip Rate	Vehicle Trips
210	Single-Family Detached Housing	3	DU (2)	9.43	28

AM Peak-Hour

ITE Category		Quantity		AM Peak-Hour			
				Trip Rate		Vehicle Trips	
				In	Out	In	Out
210	Single-Family Detached Housing	3	DU (2)	0.18	0.52	1	2

PM Peak-Hour

ITE Category		Quantity		PM Peak-Hour			
				Trip Rate		Vehicle Trips	
				In	Out	In	Out
210	Single-Family Detached Housing	3	DU (2)	0.59	0.35	2	1

(1) Source: "Trip Generation", Institute of Transportation Engineers, 11<sup>th</sup> Edition, 2021

(2) DU = Dwelling Unit

### Access

All three residential lots will get their access from Oak Park Drive. None of these lots will have direct access to Old Victory Road.

### Waiver Request

Chapter 8 of Adams County Development Standards and Regulations provides guidelines for traffic impact studies (see Section 8-02). Section 8-02-02 provides traffic impact study requirements for each land use application. There are six types of applications. Regardless of the type of application, a Level 1 TIS is required if the daily traffic generation is between 20 and

50 vehicles per day. The proposed Oak Park Drive Project is expected to generate 28 vehicles per day.

Adams County may waive the requirement for a TIS. Four issues are considered by Adams County in making a decision to waive the requirement for a TIS. They are:

1. Capital Improvement Projects (CIP) in the vicinity of the project;
2. Right-of-Way acquisition requirements adjacent to the subject site;
3. Roads currently constructed in the vicinity of the project; and,
4. Intersections within one mile of the subject.

#### Capital Improvement Projects (CIP)

There are no capital improvement projects proposed for Old Victory Road. The long range transportation plan does not include any improvements to Old Victory Road (See Table 7 of the Adams County Transportation Plan).

#### Right-of-Way Acquisition Requirements

No additional right-of-way is required for Old Victory Road, since there are no planned improvements for Old Victory Road.

#### Roadway Currently Constructed in the Vicinity of the Project

SH 79 is the only roadway that is within one mile of the proposed residential development. The long range plan for this roadway is to realign this roadway from Old Victory Road to I-70. This recommendation was contained in a PEL study. Since the completion of this PEL Study, no specific alignment has been identified. The proposed residential project will have no impact on the final alignment for the realigned SH 79.

#### Intersections Within One Mile of Project

There is only one intersection of any significance that is within one mile of proposed residential project. That intersection is SH 79 and Old Victory Road. This intersection is classified as a skewed intersection. The PEL Study talked about the need to change the alignment of Old Victory Road with SH 79. The traffic from this proposed residential development will not acceleration the need for the realignment of this intersection.

#### Conclusion

Based on the information contained in the report, Adams County is requested to waive the requirement for a Level 1 TIS.

\* \* \*

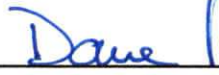


This completes my traffic conformance letter for the proposed Oak Park Drive Project. Please feel free to call if you need any additional information regarding this project.

Respectfully submitted,

DB Enterprise, LLC

By:

  
Dave L. Ruble Jr., P.E.



DLR/bar

Enclosures:

Figures 1-2



Figure 1  
Vicinity Map



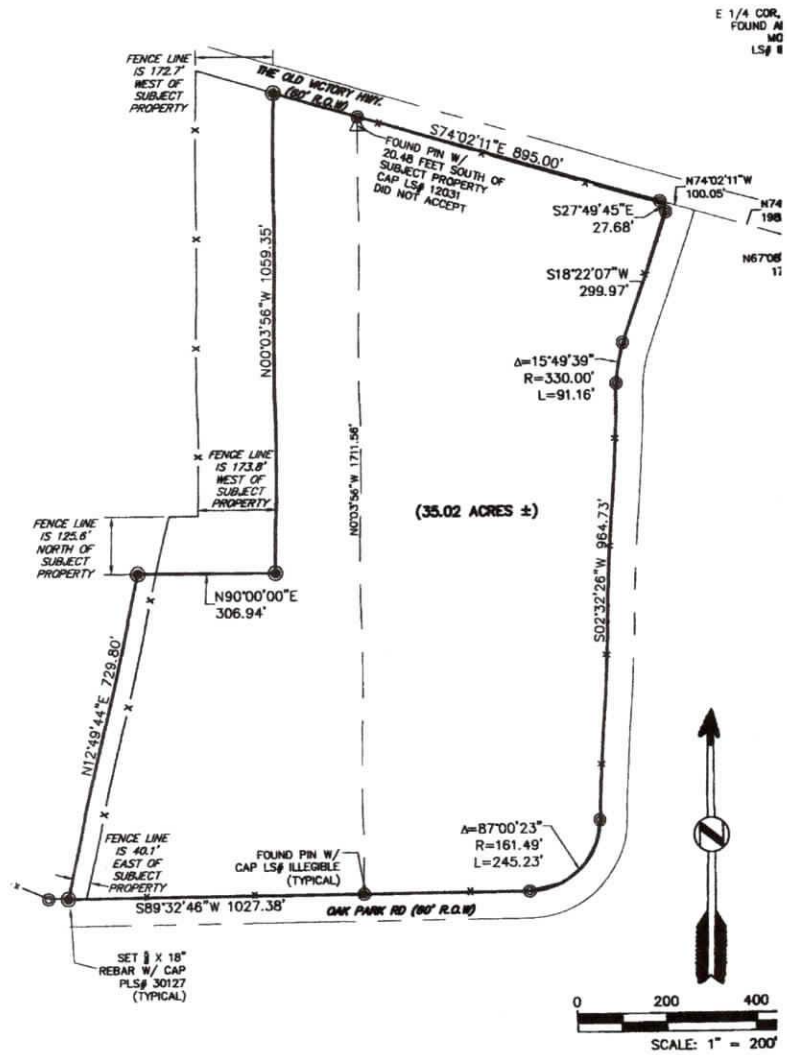


Figure 2  
Site Plan



## REZONING (Zoning Map Amendment)

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

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

- ☒ 1. Development Application Form (pg. 4)
- ☒ 2. Application Fees (see table)
- ☒ 3. Written Explanation of the Project
- ☒ 4. ~~Site Plan Showing Proposed Development, including:~~
  - a. Proposed Building Envelope N/A - RURAL RESIDENTIAL
  - b. Parking Areas SINGLE-FAMILY HOMES.
  - c. Site Access
  - d. Landscape Areas
- ☒ 5. Trip Generation Letter
- ☒ 6. Preliminary Drainage Analysis
- ☒ 7. Neighborhood Meeting Summary
- ☒ 8. Proof of Ownership (warranty deed or title policy)
- ☒ 9. Proof of Water and Sewer Services INDIVIDUAL WELL AND SEPTIC
- ☒ 10. Legal Description
- ☒ 11. Certificate of Taxes Paid
- ☒ 12. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 6) WILL PROVIDE PRIOR
- ☒ 13. Certificate of Surface Development (pg. 7) TO PUBLIC HEARING

Applications Fees	Amount	Due
Application	\$1,500	After complete application received
Tri-County Health	\$210 (public utilities -TCHD Level 2) \$360 (individual septic -TCHD Level 3)	After complete application received



### Application Type:

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

**PROJECT NAME:** OAK PARK DRIVE ESTATES

### APPLICANT

Name(s): DAN FAHEY Phone #: 303-916-4155

Address: 56321 E. COLFAX AVE.

City, State, Zip: STRASBURG, CO 80136

2nd Phone #: Email: dan@fandcrealty.com

### OWNER

Name(s): F&C REALTY COMPANY Phone #: 303-916-4155

Address: 56321 E. COLFAX AVE.

City, State, Zip: STRASBURG, CO 80136

2nd Phone #: Email: dan@fandcrealty.com

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

Name: AARON THOMPSON Phone #: 303-317-3000

Address: 4032 DEFOE ST.

City, State, Zip: STRASBURG, CO 80136

2nd Phone #: Email: aaron@aperiopc.com

## DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES ☒ NO ☐

If Yes, please list PRE#:

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



*Property Consultants, llc*

---

February 13, 2023

Adams County  
Community & Economic Development Department  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218

**Re: Oak Park Road Estates Rezoning  
Written Explanation**

Oak Park Road Estates (the "Property") is a 35.02-acre site located at the northeast corner of Old Victory Road and Oak Park Road in Adams County, Colorado. The proposal is to rezone the property from Agricultural A-3 to Agricultural A-2 for the purpose of meeting the Adams County dimensional lot standards to further subdivide the property into three (3) future residential lots via Subdivision Plat under separate, concurrent application.

A Neighborhood Meeting was conducted on February 1, 2023 in regard to the rezone and plat proposals. The only respondent to the mailing invitation was the previous owner of the property.

No improvements are proposed with the development of this parcel other than three single-family homes and appurtenant items.

If you should have any questions, or need any additional information, please don't hesitate to call me at 303-317-300 or email me at [Aaron@aperiopc.com](mailto:Aaron@aperiopc.com).

Sincerely,

Aaron Thompson

Cc: Dan Fahey, F & C Realty



DB Enterprise, LLC  
4771 So. Danube Circle  
Denver, Colorado 80015

Phone: (720) 231-1947  
E-Mail: [druble.jr@comcast.net](mailto:druble.jr@comcast.net)

January 20, 2023

Mr. Aaron Thompson  
Aperio Property Consultants, LLC  
4032 Defoe Street  
Strasburg, CO 80136

Re: Oak Park Drive Project  
Adams County, CO (DBE #230020)

Dear Mr. Thompson:

I have completed the preparation of a traffic conformance letter for the proposed Oak Park Drive Project. The proposed Oak Park Drive Project is located near the intersection of Old Victory Road and Oak Park Drive in Adams County, Colorado. Figure 1 depicts the precise location of the proposed Oak Park Drive Project. The proposed residential project is located in the southwest corner of the intersection of Old Victory Road and Oak Park Drive in Adams County, Colorado. The site is bounded by residential development on the west, Oak Park Drive on the east and south, and Old Victory Road on the north.

#### Introduction

Oak Park Drive is functionally classified as a local roadway. It has two lanes, one in each direction. The roadway surface is gravel. There are only eight single-family detached dwellings that currently use this roadway to access Old Victory Road. The existing daily traffic volume on this roadway is estimated to be 75 vehicle-trips with 37 vehicles entering and 38 vehicles leaving just south of Old Victory Road. Old Victory Road is functionally classified as a collector roadway from SH 79 to US 36. This roadway has two-lanes, with one lane in each direction. The roadway surface is paved for the full length. There are no plans to widen this roadway.

Figure 2 depicts the proposed site plan for the proposed Oak Park Drive Project. This site plan is under review by Adams County and may change as a result of this review.

#### Vehicle Trip Generation Estimates

The amount of traffic that will be generated by the proposed residential project has been estimated based upon trip generation rates published by the Institute of Transportation Engineers (ITE) in the 11<sup>th</sup> Edition, 2027, of *Trip Generation*. The proposed Oak Park Drive Project is expected to have 3 single-family detached housing units at full build out. As can be



seen in Table 1, the site at full build out is expected to generate 28 daily vehicle-trips with three vehicle-trips occurring in the AM peak-hour (one vehicle entering and two vehicles leaving the site) and three vehicle-trips occurring in the PM peak-hour (two vehicles entering and one vehicles leaving the site).

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#### Waiver Request

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#### Conclusion

Based on the information contained in the report, Adams County is requested to waive the requirement for a Level 1 TIS.

\* \* \*

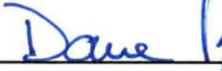


This completes my traffic conformance letter for the proposed Oak Park Drive Project. Please feel free to call if you need any additional information regarding this project.

Respectfully submitted,

DB Enterprise, LLC

By:

  
Dave L. Ruble Jr., P.E.



DLR/bar

Enclosures:

Figures 1-2



Figure 1  
Vicinity Map

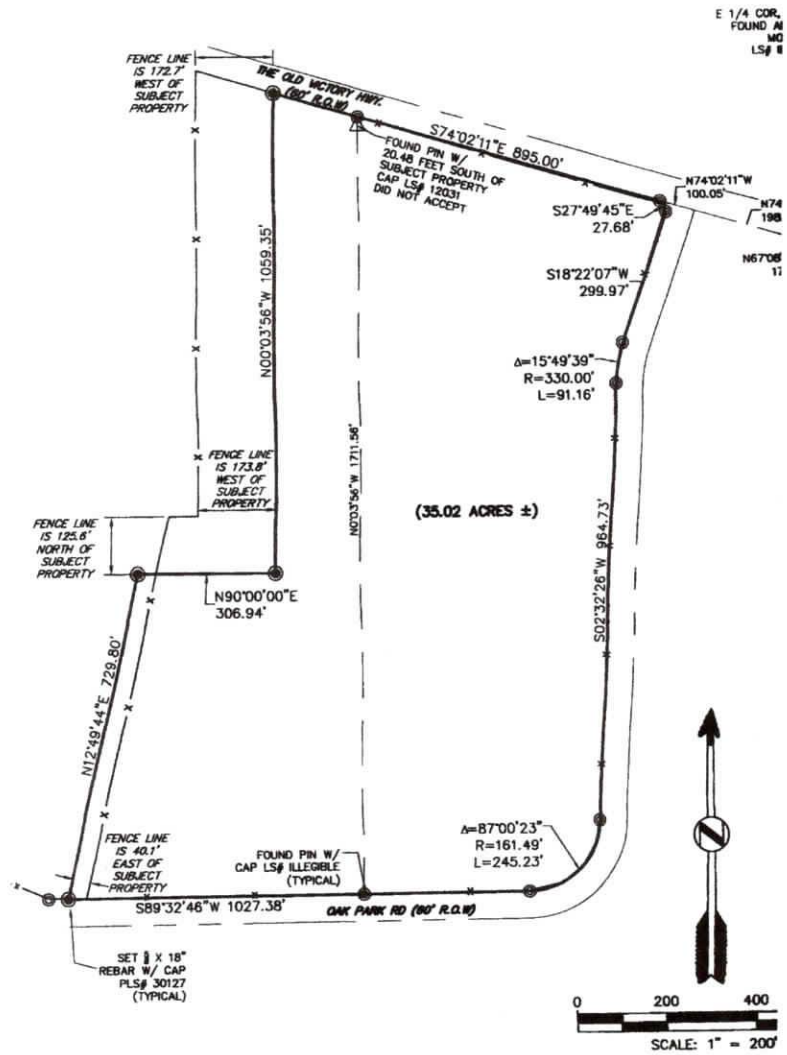


Figure 2  
Site Plan

# **LEVEL III DRAINAGE REPORT**

## **Oak Park Road Estates**

Adams County, CO

PREPARED FOR:

### **F & C Realty**

56321 E. Colfax Ave.  
Strasburg, CO 80136  
Phone: 303-916-4155  
Contact: Dan Fahey  
Email: dan@fancrealty.com

PREPARED BY:

### **KELLY DEVELOPMENT SERVICES, LLC**

9301 Scrub Oak Drive  
Lone Tree, Colorado 80124  
Phone: 303-888-6338  
Contact: Greg Kelly, PE  
Email: greg@kellydev.com

February 13, 2023

## ENGINEER CERTIFICATION OF DRAINAGE REPORT

I hereby certify that this report for the Final Drainage design of the Oak Park Road Estates project was prepared by me or under my direct supervision in accordance with the provisions of Adams County Storm Drainage Design and Technical Criteria for the owners thereof. I understand that Adams County does not and will not assume liability for drainage facilities designed by others.

Registered Professional Engineer  
State of Colorado No. 15813

Date \_\_\_\_\_

## DEVELOPER CERTIFICATION OF DRAINAGE FACILITIES

Dan Fahey of F & C Realty hereby certifies that the drainage facilities for the Oak Park Road Estates project shall be constructed according to the design presented in this report. I understand that Adams County does not and will not assume liability for the drainage facilities designed and/ or certified by my engineer. I understand that Adams County reviews drainage plans pursuant to Colorado Revised Statutes Title 30, Article 28; but cannot, on behalf of the Oak Park Road Estates project, guarantee that final drainage design review will absolve Raul Mota and/ or their successors and/ or assigns the future liability for improper design. I further understand that approval of the Final Plat and/ or Final Development Plan does not imply approval of my engineer's drainage design.

Date \_\_\_\_\_

\_\_\_\_\_  
Name of Developer

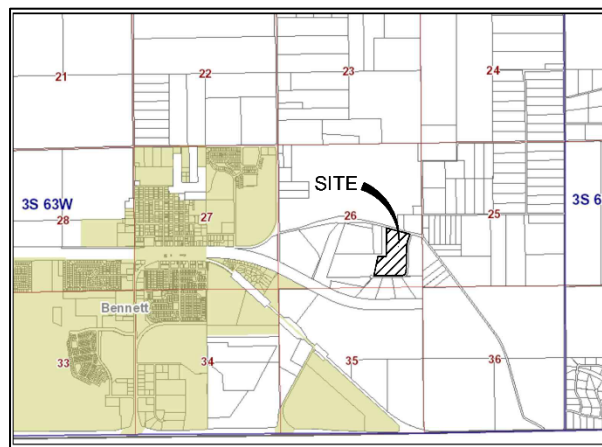
\_\_\_\_\_  
Authorized Signature

# LEVEL III DRAINAGE REPORT OAK PARK ROAD ESTATES

## A. INTRODUCTION

### 1. Location

The Oak Park Road Estates project is an unplatted 35-acre site located at the northwest corner of the intersection of Old Victory Road and Oak Park Road, along the northern ROW of Oak Park Road, in unincorporated Adams County, CO. It is in the Southeast One-Quarter of Section 26, Township 3 South, Range 63 West of the 6<sup>th</sup> P. M., County of Adams, State of Colorado. The project is not located within the Adams County MS-4 area.



The site is bounded on the north and west by unplatted, rural agricultural ground, by Oak Park Road on the south, and Old Victory Road on the east. The property is undeveloped rural agricultural ground.

### 2. Proposed Development

The proposed development includes subdividing the parcel into three rural residential lots for single family home construction. The remainder of the property is anticipated to remain undeveloped agricultural ground.

From the NRCS soils report included in the Appendix of this report, the in-situ soil is a mixture of sandy loams, classified as Hydrologic Soil Types A and B. The soils consist of sandy loams and loamy sand with a low swell potential and well drained with low runoff characteristics. The existing ground surface slopes to the north and northeast at varying slopes from approximately 2% to 4% slope. Runoff generally flows north and northeasterly. The pre-development condition, as it currently exists, is that runoff flows to existing drainageways north of the subject property toward Kiowa Creek . The developed condition will not modify the existing drainage patterns as the project is for single family rural residential use with minimal land

disturbance.

There are no major drainageways crossing the site; however, Kiowa Creek is located approximately 800 feet to the west of the site. The site is located within the Zone X floodplain area for Kiowa Creek as shown on the FEMA FIRM Map No. 08001C0720H dated March 5, 2007. A copy of this map is included in the Appendix of this report.

The property is not located within any Master Drainage Plan or Outfall Systems Plan study areas, nor is it located within the Adams County MS-4 area.

## **B. DESIGN CRITERIA**

### References

This drainage report is based upon information from the August 15, 2017 Adams County Development Standards and Regulations Chapter 9 *Storm Drainage Design and Stormwater Quality Regulations* and Mile High Flood District Storm Drainage Criteria Manual Volumes 1- 3 (MHFD).

### Hydrologic Criteria

The Rational Method was used to calculate runoff from this site in accordance with the Adams County Regulations and Mile High Flood District Manuals. The 1-Hour Design Point Rainfall Values from the Adams County Regulations used for this report are:

$$P1, 2\text{-Yr} = 1.00 \qquad P1, 5\text{-Yr} = 1.42 \qquad P1, 100\text{-Yr} = 2.71$$

Detention calculations were based upon Adams County requirements in accordance with the Manual using the simplified  $V=KA$  formulas. These volumes were input into MHFD's UD\_Detention\_v3.07 spreadsheet for calculation of ponding depth and outlet structure details.

### Hydraulic Criteria

No on-site storm drainage improvements are proposed.

### Minimum Design Standards

Because the project is not located within the MS-4 area, and due to the negligible change in developed drainage flows as compared to historic values, no water quality or detention facilities are proposed.

## **C. DRAINAGE PLAN**

### General Concept

The general drainage concept for the site is for on-site and off-site runoff from the north portion of the site to surface flow across the site to a post-construction detention and water quality pond at the north side of the site adjacent to Potomac Street. The water quality and detention pond for the north portion of the site (the developed portion) will be a Sand Filter



BMP with 100-year stormwater detention designed in accordance with Adams County and MHFCD criteria. The Water Quality Capture Volume (WQCV) will be provided within the pond. The total detention volume is designed to provide for the 100-year storm detention storage plus one-half of the WQCV.

#### Specific Details

No overlot or major grading improvements are proposed; therefore, no change to the existing drainage patterns is anticipated. The site has been divided into seven onsite basins.

The Basins are further described as follows:

Basin A is a small basin at the corner of Old Victory Road and Oak Park Road, 0.45-acres in size that flows to Old Victory Road. No improvements will be made to this basin.

Basin B is the largest basin on the property, 17.94-acres in size. This basin flows to an existing drainage at the northeast corner of the site and is anticipated to have two of the three proposed single-family homes constructed within.

Basin C is a small basin located at the north-central portion of the property and is 0.21-acres in size that flows to the north. No improvements will be made to this basin.

Basin D is another small basin located in the center of the site, 1.70-acres in size that also flows north. No improvements will be made to this basin.

Basin E is a 4.37 acre basin at the southwest portion of the site that flows to the north. No improvements will be made to this basin.

Basin F is a small 1.08-acre basin at the very southwest corner of the property along Oak Park Road. This basin flows to Oak Park Road. No improvements will be made to this basin.

Basin G is a 9.27-acre basin at the western end of the property that flows to the north. The third single-family home is anticipated to be constructed in this basin.

Basin Summary Data including areas, historic, and developed flows are in the two following tables:



HISTORIC BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	C <sub>5</sub>	C <sub>100</sub>	Impervious %	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
A	0.45	0.01	0.13	2.0%	11.7	0.02	0.40
B	17.94	0.01	0.13	2.0%	17.9	0.53	13.15
C	0.21	0.01	0.13	2.0%	10.8	0.01	0.20
D	1.70	0.01	0.13	2.0%	13.3	0.06	1.44
E	4.37	0.01	0.13	2.0%	16.0	0.14	3.39
F	1.08	0.01	0.13	2.0%	11.4	0.04	0.98
G	9.27	0.01	0.13	2.0%	15.4	0.30	7.33

BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	C <sub>5</sub>	C <sub>100</sub>	Impervious %	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
A	0.45	0.01	0.13	2.0%	11.7	1.01	0.40
B	18.04	0.02	0.14	3.1%	17.9	0.01	14.05
C	0.21	0.01	0.13	2.0%	10.8	0.06	0.20
D	1.70	0.01	0.13	2.0%	16.0	0.14	1.44
E	4.37	0.01	0.13	2.0%	11.4	0.04	3.39
F	1.08	0.01	0.13	2.0%	15.4	0.56	0.98
G	9.32	0.02	0.14	3.0%	0.0	0.00	7.82

#### **Post-Construction BMP and Stormwater Detention**

No detention or water quality facilities are required with the project as the property is not located within the MS-4 boundary area, and post-developed impacts will be negligible as demonstrated in the comparative tables above.

#### **E. LOW IMPACT DEVELOPMENT STANDARDS AND REQUIREMENTS**

The project is not located with the Adams County MS-4 area.

#### **F. SUSTAINABLE DEVELOPMENT PRACTICES**

The project is not located with the Adams County MS-4 area and development impacts are minimal.

#### **G. POTENTIAL EROSION AND SEDIMENT IMPACTS**

Construction of the Oak Park Road Estates will likely disturb less than an acre of land on the three lots as is typical of a rural residential single-family project. Erosion and sediment impacts will be negligible.

#### **H. CONCLUSIONS**

This project will have little to no impact upon the existing conditions and surrounding area as disturbance and variance from the existing, pre-developed condition is minimal. It is my professional opinion that the design will be equivalent in quality, effectiveness, durability, and safety to the requirements prescribed in the Adams County Development Manual.

**G. Appendices**

1. Hydrologic Computations
  - a. Land use assumptions, composite “C” and % Impervious calculations
  - b. Initial and major storm runoff computations for developed runoff conditions
2. Graphs, tables, SCS Soils Data, floodplain map, and other relevant data

## **APPENDIX 1**

### **HYDROLOGIC COMPUTATIONS**

COMPOSITE 'C' FACTORS (HISTORIC)																					
LOCATION: Oak Park Road Estates				Adams County		Soil Type: A/B				Final Drainage Report						BY: AWT			DATE: 2/10/2023		
SUB-BASIN	Acreage				PAVED				ROOFS				LAWNS				COMPOSITE C FACTOR				PERCENT IMPERVIOUS
DESIGNATION	PAVED	ROOFS	LAWNS	TOTAL	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	
Imperviousness =					100				90				2								
A	0.00	0.00	0.45	0.45	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
B	0.00	0.00	17.94	17.94	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
C	0.00	0.00	0.21	0.21	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
D	0.00	0.00	1.70	1.70	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
E	0.00	0.00	4.37	4.37	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
F	0.00	0.00	1.08	1.08	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
G	0.00	0.00	9.27	9.27	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
Overall Site	0.00	0.00	35.03	35.03	0.84	0.86	0.87	0.89	0.80	0.85	0.90	0.90	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%

COMPOSITE 'C' FACTORS (DEVELOPED)																					
LOCATION: Oak Park Road Estates				Adams County		Soil Type: A/B				Final Drainage Report						BY: AWT			DATE: 2/10/2023		
SUB-BASIN	Acreage				PAVED				ROOFS				LAWNS				COMPOSITE C FACTOR				PERCENT IMPERVIOUS
DESIGNATION	PAVED	ROOFS	LAWNS	TOTAL	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	2YR	5 YR	10 YR	100 YR	
Imperviousness =					100				90				2								
A	0.00	0.00	0.45	0.45	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
B	0.09	0.11	17.83	18.04	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.02	0.02	0.02	0.14	3.1%
C	0.00	0.00	0.21	0.21	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
D	0.00	0.00	1.70	1.70	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
E	0.00	0.00	4.37	4.37	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
F	0.00	0.00	1.08	1.08	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.01	0.01	0.01	0.13	2.0%
G	0.05	0.06	9.21	9.32	0.84	0.86	0.87	0.89	0.73	0.75	0.77	0.81	0.01	0.01	0.01	0.13	0.02	0.02	0.02	0.14	3.0%
Overall Site	0.14	0.17	34.85	35.16	0.84	0.86	0.87	0.89	0.80	0.85	0.90	0.90	0.01	0.01	0.01	0.13	0.02	0.02	0.02	0.14	2.3%

TIME OF CONCENTRATION (DEVELOPED)															REMARKS
LOCATION: Oak Park Road Estates			Final Drainage Report								BY: AWT		DATE: 2/13/2023		FORMULAS:  * $T_i = 0.395 (1.1 - C_s) L^{0.5} S / 100^{1/3}$  ** $V = C_v (S / 100)^{0.5}$
SUB-BASIN DATA			INIT./OVERLAND TIME (T <sub>i</sub> )			TRAVEL TIME (T <sub>t</sub> )					TOTAL	T <sub>c</sub> Check (Urbanized Basins)		FINAL T <sub>c</sub>	
DESIGNATION	C <sub>s</sub>	AREA (AC)	LENGTH (FT)	SLOPE %	T <sub>i</sub> (Min.)*	GRASS/ PAVED	LENGTH (FT)	SLOPE %	VEL (FPS)**	T <sub>t</sub> (Min.)	T <sub>i</sub> +T <sub>t</sub> (Min.)	LGTH. (FT)	T <sub>c</sub> = (L/180) + 10	(minutes)	
A	0.01	0.45	100	3.50	13.16	GRASS	210	2.60	1.13	3.10	16.3	310	11.7	11.7	
B	0.02	18.04	500	4.50	26.84	GRASS	929	3.70	1.35	11.50	38.3	1429	17.9	17.9	
C	0.01	0.21	136	3.80	14.93	GRASS	0	3.80	1.36	0.00	14.9	136	10.8	10.8	
D	0.01	1.70	500	4.00	28.15	GRASS	90	4.00	1.40	1.07	29.2	590	13.3	13.3	
E	0.01	4.37	285	1.80	27.73	GRASS	790	3.10	1.23	10.68	38.4	1075	16.0	16.0	
F	0.01	1.08	260	3.50	21.22	GRASS	0	3.50	1.31	0.00	21.2	260	11.4	11.4	
G	0.02	9.32	500	3.90	28.16	GRASS	465	3.90	1.38	5.61	33.8	965	15.4	15.4	

TIME OF CONCENTRATION (DEVELOPED)															REMARKS
LOCATION: Oak Park Road Estates			Final Drainage Report								BY: AWT		DATE: 2/13/2023		FORMULAS:  * $T_i = 0.395 (1.1 - C_s) L^{0.5} S / 100^{1/3}$  ** $V = C_v (S / 100)^{0.5}$
SUB-BASIN DATA			INIT./OVERLAND TIME (T <sub>i</sub> )			TRAVEL TIME (T <sub>t</sub> )					TOTAL	T <sub>c</sub> Check (Urbanized Basins)		FINAL T <sub>c</sub>	
DESIGNATION	C <sub>s</sub>	AREA (AC)	LENGTH (FT)	SLOPE %	T <sub>i</sub> (Min.)*	GRASS/ PAVED	LENGTH (FT)	SLOPE %	VEL (FPS)**	T <sub>t</sub> (Min.)	T <sub>i</sub> +T <sub>t</sub> (Min.)	LGTH. (FT)	T <sub>c</sub> = (L/180) + 10	(minutes)	
A	0.01	0.45	100	3.50	13.16	GRASS	210	2.60	1.13	3.10	16.3	310	11.7	11.7	
B	0.02	18.04	500	4.50	26.84	GRASS	929	3.70	1.35	11.50	38.3	1429	17.9	17.9	
C	0.01	0.21	136	3.80	14.93	GRASS	0	3.80	1.36	0.00	14.9	136	10.8	10.8	
D	0.01	1.70	500	4.00	28.15	GRASS	90	4.00	1.40	1.07	29.2	590	13.3	13.3	
E	0.01	4.37	285	1.80	27.73	GRASS	790	3.10	1.23	10.68	38.4	1075	16.0	16.0	
F	0.01	1.08	260	3.50	21.22	GRASS	0	3.50	1.31	0.00	21.2	260	11.4	11.4	
G	0.02	9.32	500	3.90	28.16	GRASS	465	3.90	1.38	5.61	33.8	965	15.4	15.4	



## Storm Drainage System Design (Rational Method Procedure)

Subdivision	<u>Oak Park Road Estates</u>
Designer	<u>AWT</u>
Date	<u>2/13/2023</u>
Design Storm	<u>5 -YR HISTORIC</u>

$$I = \frac{28.5 \cdot P_1}{(10 + T_C)^{0.786}}$$

Where:  $P_1 = 1.42$

[illegible]

## Storm Drainage System Design (Rational Method Procedure)

Subdivision	<u>Oak Park Road Estates</u>
Designer	<u>AWT</u>
Date	<u>2/13/2023</u>
Design Storm	<u>5 -YR DEVELOPED</u>

$$I = \frac{28.5 \cdot P_1}{(10 + T_C)^{0.786}}$$

Where:  $P_1 = 1.42$

[illegible]

## Storm Drainage System Design (Rational Method Procedure)

Subdivision	Oak Park Road Estates
Designer	AWT
Date	2/13/2023
Design Storm	100-YR HISTORIC

$$I = \frac{28.5 \cdot P_1}{(10 + T_C)^{0.786}}$$

Where:  $P_1 = 2.71$

[illegible]

## Storm Drainage System Design (Rational Method Procedure)

Subdivision	Oak Park Road Estates
Designer	AWT
Date	2/13/2023
Design Storm	100-YR DEVELOPED

$$I = \frac{28.5 \cdot P_1}{(10 + T_C)^{0.786}}$$

Where:  $P_1 = 2.71$

[illegible]

BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	C <sub>5</sub>	C <sub>100</sub>	Impervious %	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
A	0.45	0.01	0.13	2.0%	11.7	1.01	0.40
B	18.04	0.02	0.14	3.1%	17.9	0.01	14.05
C	0.21	0.01	0.13	2.0%	10.8	0.06	0.20
D	1.70	0.01	0.13	2.0%	16.0	0.14	1.44
E	4.37	0.01	0.13	2.0%	11.4	0.04	3.39
F	1.08	0.01	0.13	2.0%	15.4	0.56	0.98
G	9.32	0.02	0.14	3.0%	0.0	0.00	7.82

DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	Contributing Basins	Contributing Area (acres)	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
1	A	0.45	11.7	0.02	0.40
2	B	18.04	17.9	1.01	14.05
3	C	0.21	10.8	0.01	0.20
4	D	1.70	13.3	0.06	1.44
5	E	4.37	16.0	0.14	3.39
6	F	1.08	11.4	0.04	0.98
7	G	9.32	15.4	0.56	7.82

HISTORIC DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	Contributing Basins	Contributing Area (acres)	T <sub>c</sub> (min)	Q <sub>5</sub> (cfs)	Q <sub>100</sub> (cfs)
1	A	0.45	11.7	0.02	0.40
2	B	17.94	17.9	1.01	13.15
3	C	0.21	10.8	0.01	0.20
4	D	1.70	13.3	0.06	1.44
5	E	4.37	16.0	0.14	3.39
6	F	1.08	11.4	0.04	0.98
7	G	9.27	15.4	0.56	7.33

## **APPENDIX 2**

**GRAPHS, TABLES, SCS SOILS DATA, FLOODPLAN MAPS,  
AND OTHER RELEVANT DATA**





United States  
Department of  
Agriculture

NRCS

Natural  
Resources  
Conservation  
Service

A product of the National  
Cooperative Soil Survey,  
a joint effort of the United  
States Department of  
Agriculture and other  
Federal agencies, State  
agencies including the  
Agricultural Experiment  
Stations, and local  
participants

# Custom Soil Resource Report for Adams County Area, Parts of Adams and Denver Counties, Colorado



# How Soil Surveys Are Made

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Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

## Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

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The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



# Custom Soil Resource Report Soil Map



# Custom Soil Resource Report

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

### Water Features

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Adams County Area, Parts of Adams and Denver Counties, Colorado

Survey Area Data: Version 19, Sep 1, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 9, 2021—Jun 12, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

## MAP LEGEND

## MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AsC	Ascalon sandy loam, 3 to 5 percent slopes	12.9	35.7%
AsD	Ascalon sandy loam, 5 to 9 percent slopes	7.9	21.8%
BoD	Blakeland loamy sand, 3 to 9 percent slopes	0.6	1.7%
Bt	Blakeland-Truckton association	10.6	29.2%
TtD	Truckton loamy sand, 3 to 9 percent slopes	4.2	11.6%
<b>Totals for Area of Interest</b>		<b>36.3</b>	<b>100.0%</b>

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

## Custom Soil Resource Report

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Adams County Area, Parts of Adams and Denver Counties, Colorado

### AsC—Ascalon sandy loam, 3 to 5 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2tInt

*Elevation:* 3,550 to 5,970 feet

*Mean annual precipitation:* 12 to 16 inches

*Mean annual air temperature:* 46 to 57 degrees F

*Frost-free period:* 135 to 160 days

*Farmland classification:* Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

#### Map Unit Composition

*Ascalon and similar soils:* 80 percent

*Minor components:* 20 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Ascalon

##### Setting

*Landform:* Interfluves

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Wind-reworked alluvium and/or calcareous sandy eolian deposits

##### Typical profile

*Ap - 0 to 6 inches:* sandy loam

*Bt1 - 6 to 12 inches:* sandy clay loam

*Bt2 - 12 to 19 inches:* sandy clay loam

*Bk - 19 to 35 inches:* sandy clay loam

*C - 35 to 80 inches:* sandy loam

##### Properties and qualities

*Slope:* 3 to 5 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Well drained

*Runoff class:* Low

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 6.00 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 10 percent

*Maximum salinity:* Nonsaline (0.1 to 1.9 mmhos/cm)

*Sodium adsorption ratio, maximum:* 1.0

*Available water supply, 0 to 60 inches:* Moderate (about 6.9 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 3e

*Land capability classification (nonirrigated):* 4c

*Hydrologic Soil Group:* B

*Ecological site:* R067BY024CO - Sandy Plains, R072XY111KS - Sandy Plains

## Custom Soil Resource Report

*Hydric soil rating:* No

### Minor Components

#### Stoneham

*Percent of map unit:* 10 percent

*Landform:* Interfluves

*Landform position (two-dimensional):* Summit, shoulder

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY002CO - Loamy Plains, R072XY100KS - Loamy Tableland

*Hydric soil rating:* No

#### Vona

*Percent of map unit:* 8 percent

*Landform:* Interfluves

*Landform position (two-dimensional):* Shoulder, backslope, footslope

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY024CO - Sandy Plains, R072XY111KS - Sandy Plains

*Hydric soil rating:* No

#### Platner

*Percent of map unit:* 2 percent

*Landform:* Interfluves

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY002CO - Loamy Plains, R072XY100KS - Loamy Tableland

*Hydric soil rating:* No

## AsD—Ascalon sandy loam, 5 to 9 percent slopes

### Map Unit Setting

*National map unit symbol:* 2tlmx

*Elevation:* 3,870 to 6,070 feet

*Mean annual precipitation:* 13 to 16 inches

*Mean annual air temperature:* 46 to 57 degrees F

*Frost-free period:* 135 to 160 days

*Farmland classification:* Not prime farmland

### Map Unit Composition

*Ascalon and similar soils:* 85 percent

*Minor components:* 15 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

## Description of Ascalon

### Setting

*Landform:* Interfluves

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Wind-reworked alluvium and/or calcareous sandy eolian deposits

### Typical profile

*Ap - 0 to 6 inches:* sandy loam

*Bt1 - 6 to 12 inches:* sandy clay loam

*Bt2 - 12 to 19 inches:* sandy clay loam

*Bk - 19 to 35 inches:* sandy clay loam

*C - 35 to 80 inches:* sandy loam

### Properties and qualities

*Slope:* 5 to 9 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Well drained

*Runoff class:* Medium

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 2.00 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 10 percent

*Maximum salinity:* Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)

*Sodium adsorption ratio, maximum:* 1.0

*Available water supply, 0 to 60 inches:* Moderate (about 6.8 inches)

### Interpretive groups

*Land capability classification (irrigated):* 4e

*Land capability classification (nonirrigated):* 4c

*Hydrologic Soil Group:* B

*Ecological site:* R067BY024CO - Sandy Plains

*Hydric soil rating:* No

## Minor Components

### Stoneham

*Percent of map unit:* 10 percent

*Landform:* Interfluves

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY002CO - Loamy Plains

*Hydric soil rating:* No

### Manter

*Percent of map unit:* 5 percent

*Landform:* Interfluves

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Ecological site:* R067BY024CO - Sandy Plains

*Hydric soil rating:* No

## **BoD—Blakeland loamy sand, 3 to 9 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 34vs  
*Elevation:* 4,600 to 5,800 feet  
*Mean annual precipitation:* 13 to 15 inches  
*Mean annual air temperature:* 46 to 48 degrees F  
*Frost-free period:* 135 to 155 days

### **Map Unit Composition**

*Blakeland and similar soils:* 95 percent  
*Minor components:* 5 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Blakeland**

#### **Setting**

*Landform:* Plains  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Alluvium derived from mixed and/or eolian deposits derived from mixed

#### **Typical profile**

*H1 - 0 to 9 inches:* loamy sand  
*H2 - 9 to 60 inches:* sand

#### **Properties and qualities**

*Slope:* 3 to 9 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Somewhat excessively drained  
*Runoff class:* Low  
*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (5.95 to 19.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum content:* 5 percent  
*Available water supply, 0 to 60 inches:* Low (about 4.3 inches)

#### **Interpretive groups**

*Land capability classification (irrigated):* 4e  
*Land capability classification (nonirrigated):* 6e  
*Hydrologic Soil Group:* A  
*Ecological site:* R067BY015CO - Deep Sand  
*Hydric soil rating:* No

## Minor Components

### Truckton

*Percent of map unit:* 5 percent

*Hydric soil rating:* No

## Bt—Blakeland-Truckton association

### Map Unit Setting

*National map unit symbol:* 34vt

*Elevation:* 4,400 to 6,000 feet

*Mean annual precipitation:* 13 to 15 inches

*Mean annual air temperature:* 46 to 52 degrees F

*Frost-free period:* 125 to 155 days

*Farmland classification:* Not prime farmland

### Map Unit Composition

*Blakeland and similar soils:* 60 percent

*Truckton and similar soils:* 20 percent

*Minor components:* 20 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

## Description of Blakeland

### Setting

*Landform:* Plains

*Landform position (three-dimensional):* Talf

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Alluvium derived from mixed and/or eolian deposits derived from mixed

### Typical profile

*H1 - 0 to 9 inches:* loamy sand

*H2 - 9 to 60 inches:* sand

### Properties and qualities

*Slope:* 3 to 9 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Somewhat excessively drained

*Runoff class:* Low

*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (5.95 to 19.98 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 5 percent

*Available water supply, 0 to 60 inches:* Low (about 4.3 inches)

**Interpretive groups**

*Land capability classification (irrigated): 4e*  
*Land capability classification (nonirrigated): 6e*  
*Hydrologic Soil Group: A*  
*Ecological site: R067BY015CO - Deep Sand*  
*Hydric soil rating: No*

**Description of Truckton**

**Setting**

*Landform: Plains*  
*Landform position (three-dimensional): Talf*  
*Down-slope shape: Linear*  
*Across-slope shape: Linear*  
*Parent material: Eolian deposits derived from mixed*

**Typical profile**

*H1 - 0 to 9 inches: loamy sand*  
*H2 - 9 to 21 inches: sandy loam*  
*H3 - 21 to 32 inches: loamy sand*  
*H4 - 32 to 60 inches: coarse sand*

**Properties and qualities**

*Slope: 3 to 9 percent*  
*Depth to restrictive feature: More than 80 inches*  
*Drainage class: Well drained*  
*Runoff class: Low*  
*Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)*  
*Depth to water table: More than 80 inches*  
*Frequency of flooding: None*  
*Frequency of ponding: None*  
*Available water supply, 0 to 60 inches: Low (about 4.3 inches)*

**Interpretive groups**

*Land capability classification (irrigated): 4e*  
*Land capability classification (nonirrigated): 6e*  
*Hydrologic Soil Group: A*  
*Ecological site: R067BY015CO - Deep Sand*  
*Hydric soil rating: No*

**Minor Components**

**Valent**

*Percent of map unit: 10 percent*  
*Hydric soil rating: No*

**Vona**

*Percent of map unit: 10 percent*  
*Hydric soil rating: No*



## **TtD—Truckton loamy sand, 3 to 9 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 34wz  
*Elevation:* 4,400 to 6,000 feet  
*Mean annual precipitation:* 13 to 15 inches  
*Mean annual air temperature:* 48 to 52 degrees F  
*Frost-free period:* 125 to 155 days  
*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Truckton and similar soils:* 85 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Truckton**

#### **Setting**

*Landform:* Plains  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Eolian deposits derived from mixed

#### **Typical profile**

*H1 - 0 to 9 inches:* loamy sand  
*H2 - 9 to 21 inches:* sandy loam  
*H3 - 21 to 32 inches:* loamy sand  
*H4 - 32 to 60 inches:* coarse sand

#### **Properties and qualities**

*Slope:* 3 to 9 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Runoff class:* Low  
*Capacity of the most limiting layer to transmit water (Ksat):* High (2.00 to 6.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water supply, 0 to 60 inches:* Low (about 4.3 inches)

#### **Interpretive groups**

*Land capability classification (irrigated):* 4e  
*Land capability classification (nonirrigated):* 6e  
*Hydrologic Soil Group:* A  
*Ecological site:* R067BY024CO - Sandy Plains  
*Hydric soil rating:* No

**Minor Components**

**Vona**

*Percent of map unit:* 8 percent

*Hydric soil rating:* No

**Blakeland**

*Percent of map unit:* 5 percent

*Hydric soil rating:* No

**Loup**

*Percent of map unit:* 1 percent

*Landform:* Swales

*Ecological site:* R067BY029CO - Sandy Meadow

*Hydric soil rating:* Yes

**Tryon**

*Percent of map unit:* 1 percent

*Landform:* Swales

*Ecological site:* R067BY024CO - Sandy Plains

*Hydric soil rating:* Yes

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## Custom Soil Resource Report

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United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. [http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs142p2\\_052290.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf)

## NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodway data have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only to landward of 0.5 North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for the jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on the FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 13. The horizontal datum was NAD83, GRS1980 spheroid. Differences in datum, spheroid, projection or UTM zones used in production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1955 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA, NGS012  
National Geodetic Survey  
SSM-C-3, #0202  
1315 East West Highway  
Silver Spring, MD 20910-2852

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3342, or visit its website at <http://www.ngs.noaa.gov/>.

Base map information shown on this FIRM was provided by the Adams County and Commerce City GIS departments. The coordinate system used for the production of the digital FIRM is Universal Transverse Mercator, Zone 13N, referenced to North American Datum of 1983 and the GRS 80 spheroid, Western Hemisphere.

This map reflects more detailed and up-to-date stream channel configurations than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

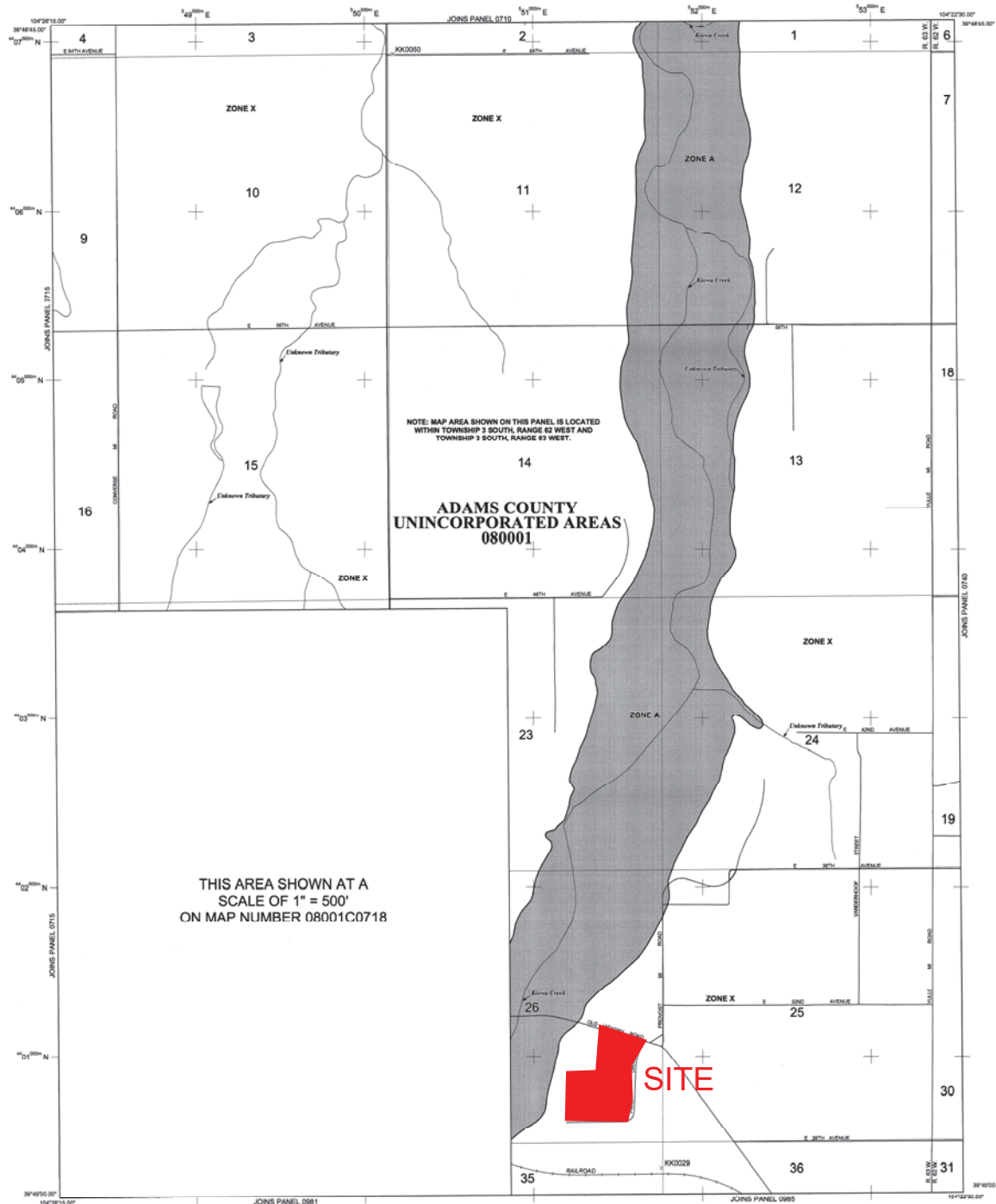
Please refer to the separately printed Map Index for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the FEMA Map Service Center at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://www.fema.gov>.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2927) or visit the FEMA website at <http://www.fema.gov>.

This digital Flood Insurance Rate Map (FIRM) was produced through a cooperative partnership between the State of Colorado Water Conservation Board, the Urban Drainage and Flood Control District, and the Federal Emergency Management Agency (FEMA). The State of Colorado Water Conservation Board and the Urban Drainage and Flood Control District have implemented a long-term agreement of regional management to reduce the costs associated with flooding. As part of this effort, both the State of Colorado and the Urban Drainage and Flood Control District have joined in Cooperating Technical Partner agreements with FEMA to produce this digital FIRM.

Additional flood hazard information and resources are available from local communities, the Colorado Water Conservation Board, and the Urban Drainage and Flood Control District.



THIS AREA SHOWN AT A  
SCALE OF 1" = 500'  
ON MAP NUMBER 08001C0718

## LEGEND

**SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD**

The 1% annual chance flood (100-year flood) also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Areas are the areas subject to inundation by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AV, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

**ZONE A** No Base Flood Elevations determined.

**ZONE AE** Base Flood Elevations determined.

**ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.

**ZONE AD** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined; for areas of about one foot deep, velocities also determined.

**ZONE AR** Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently abandoned. Zone AR indicates that the former flood control system is being removed to provide protection from the 1% annual chance or greater flood.

**ZONE AB** Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevation determined.

**ZONE V** Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.

**ZONE VE** Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

**FLOODWAY AREAS IN ZONE AE**

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

**OTHER FLOOD AREAS**

**ZONE X** Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

**OTHER AREAS**

**ZONE X** Areas determined to be outside the 0.2% annual chance floodplain.

**ZONE D** Areas in which flood hazards are undetermined, but possible.

**COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS**

**OTHERWISE PROTECTED AREAS (OPA)**

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

**Boundary boundary**

**Floodway boundary**

**Zone D boundary**

**CBRS and OPA boundary**

Boundary defining Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

**Base Flood Elevation line and value; elevation in feet\***

**Base Flood Elevation value where uniform within zone; elevation in feet\***

\* Referenced to the North American Vertical Datum of 1988 (NAVD 88)

**Traverse line**

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)

100-meter Universal Transverse Mercator grid lines, zone 13

500-foot grid lines: Alabama State Plane coordinate system, east zone (FIPS2000 5001), Transverse Mercator

Bench mark (see explanation in Notes to Users section of this FIRM panel)

**MAP REPOSITORIES**

Refer to Map Repositories list on Map Index

**EFFECTIVE DATE OF COUNTRYWIDE FLOOD INSURANCE RATE MAP**

August 16, 1999

**EFFECTIVE DATES OF REVISIONS TO THIS PANEL**

March 5, 2007 - to update map format.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-635-6625.

**MAP SCALE 1" = 500'**

**PANEL 0720H**

**FIRM**

**FLOOD INSURANCE RATE MAP**

**ADAMS COUNTY,**

**COLORADO**

**AND INCORPORATED AREAS**

**PANEL 720 OF 1150**

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

**CONTAINS:**

**COMMUNITY NUMBER PANEL SUFFIX**

ADAMS COUNTY 08001 0720 H

**Notice to User:** The Map Number shown below should be used when citing map errors. The Community Number shown above should be used on insurance applications for the subject community.

**MAP NUMBER**

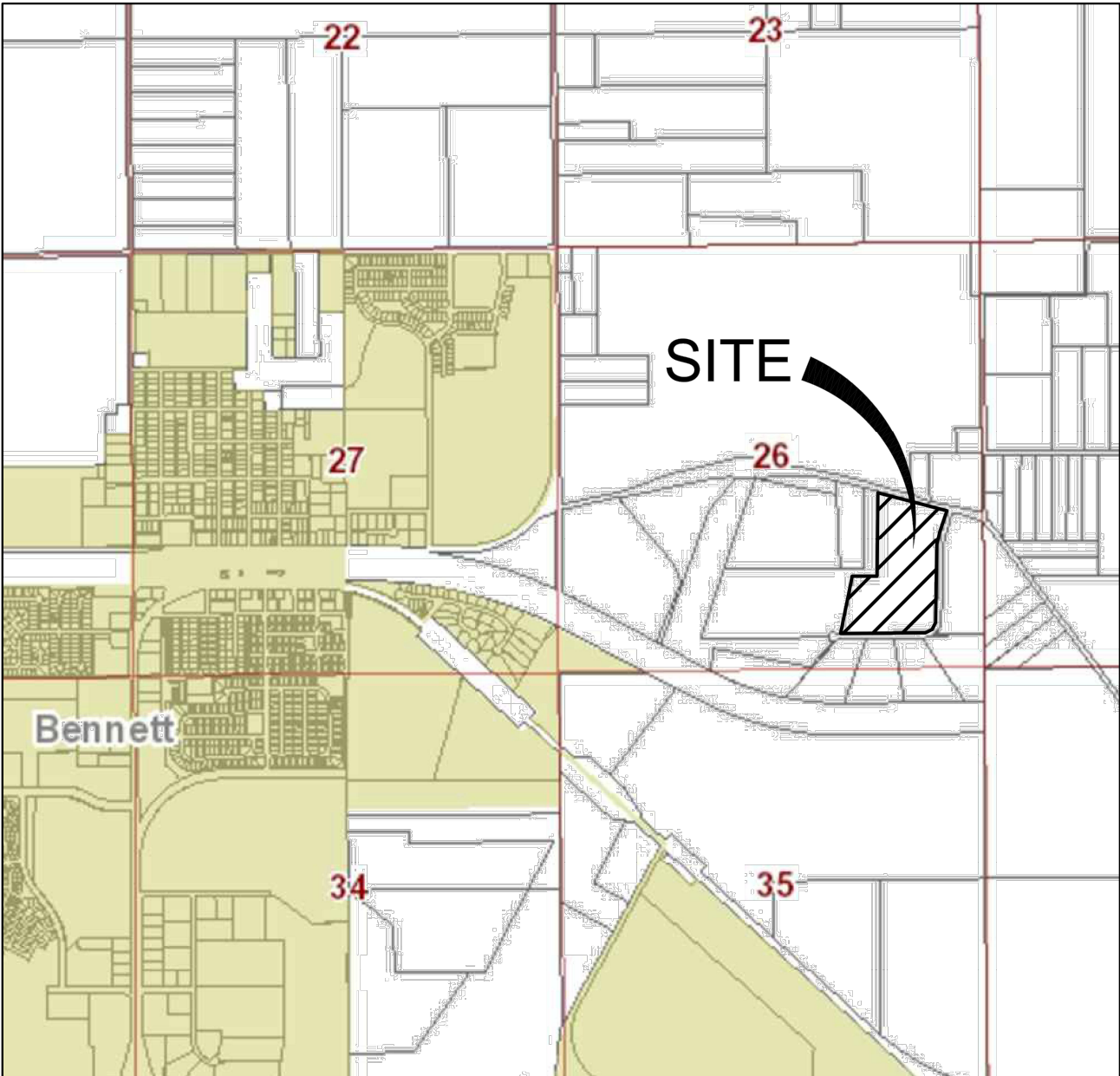
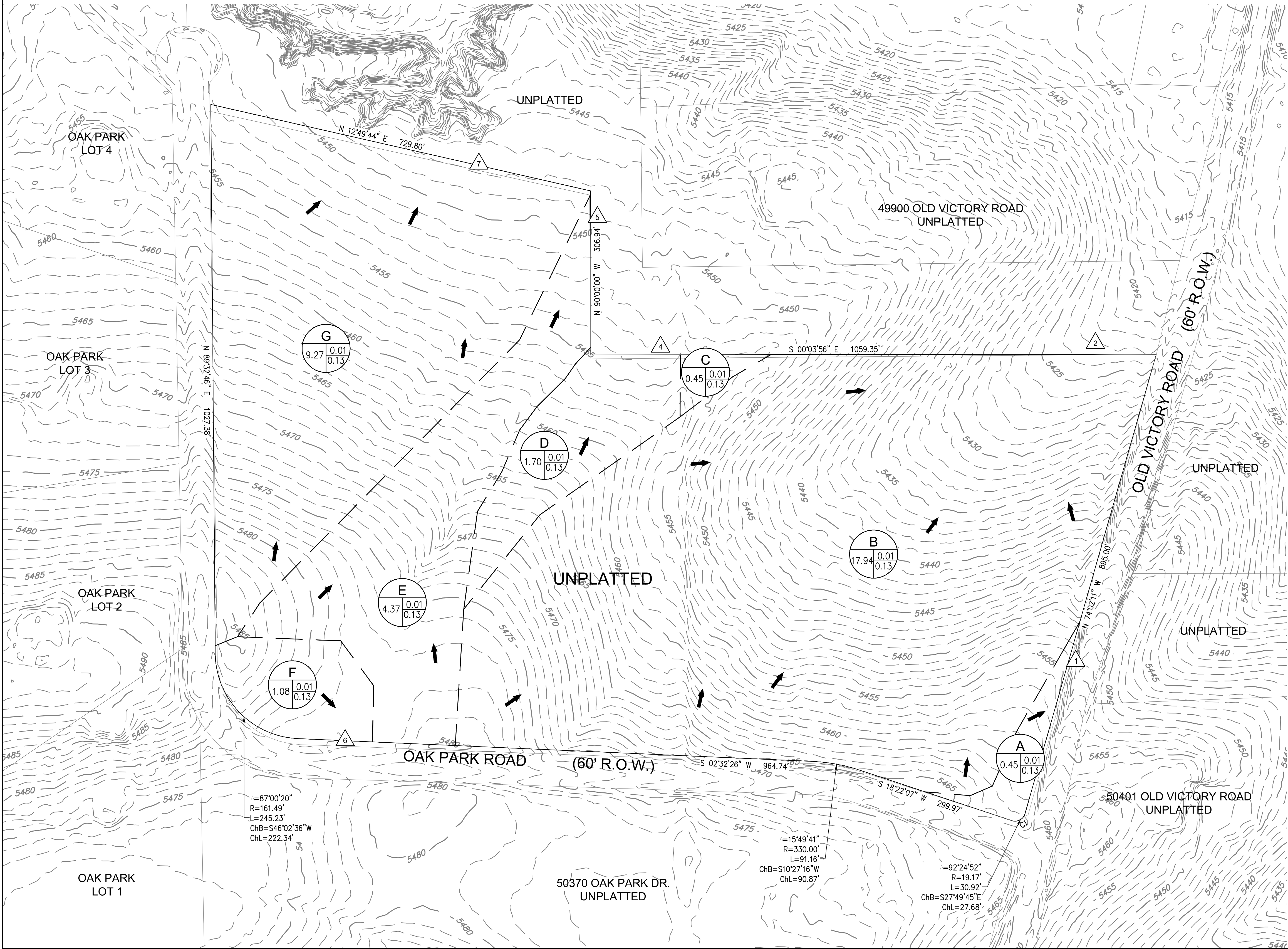
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**MAP REVISED**

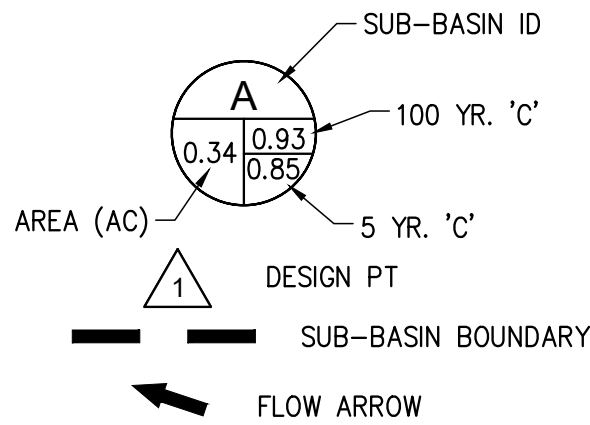
**MARCH 5, 2007**

**Federal Emergency Management Agency**



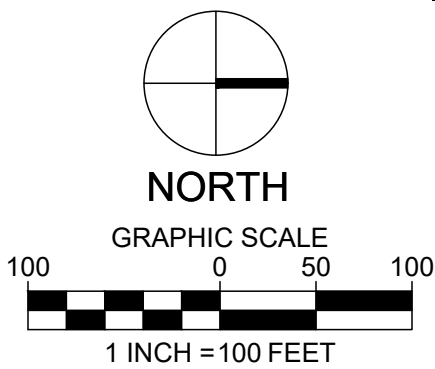


VICINITY MAP  
1"=3000'



HISTORIC BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	Cs	C100	Impervious %	T (min)	Qs (cfs)	Q100 (cfs)
A	0.45	0.01	0.13	2.0%	11.7	0.02	0.40
B	17.94	0.01	0.13	2.0%	17.9	0.53	13.15
C	0.21	0.01	0.13	2.0%	10.8	0.01	0.20
D	1.70	0.01	0.13	2.0%	13.3	0.06	1.44
E	4.37	0.01	0.13	2.0%	16.0	0.14	3.39
F	1.08	0.01	0.13	2.0%	11.4	0.04	0.98
G	9.27	0.01	0.13	2.0%	15.4	0.30	7.33

HISTORIC DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	Contributing Basins	Contributing Area (acres)	T (min)	Qs (cfs)	Q100 (cfs)
1	A	0.45	11.7	0.02	0.40
2	B	17.94	17.9	0.78	13.15
3	C	0.21	10.8	0.01	0.20
4	D	1.70	13.3	0.06	1.44
5	E	4.37	16.0	0.14	3.39
6	F	1.08	11.4	0.04	0.98
7	G	9.27	15.4	0.43	7.33



**COLORADO 811**  
WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

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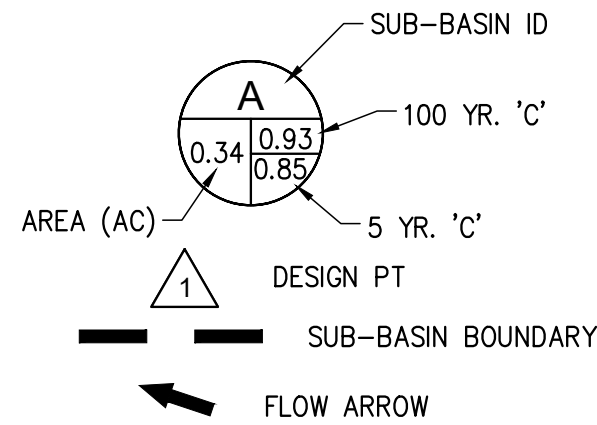
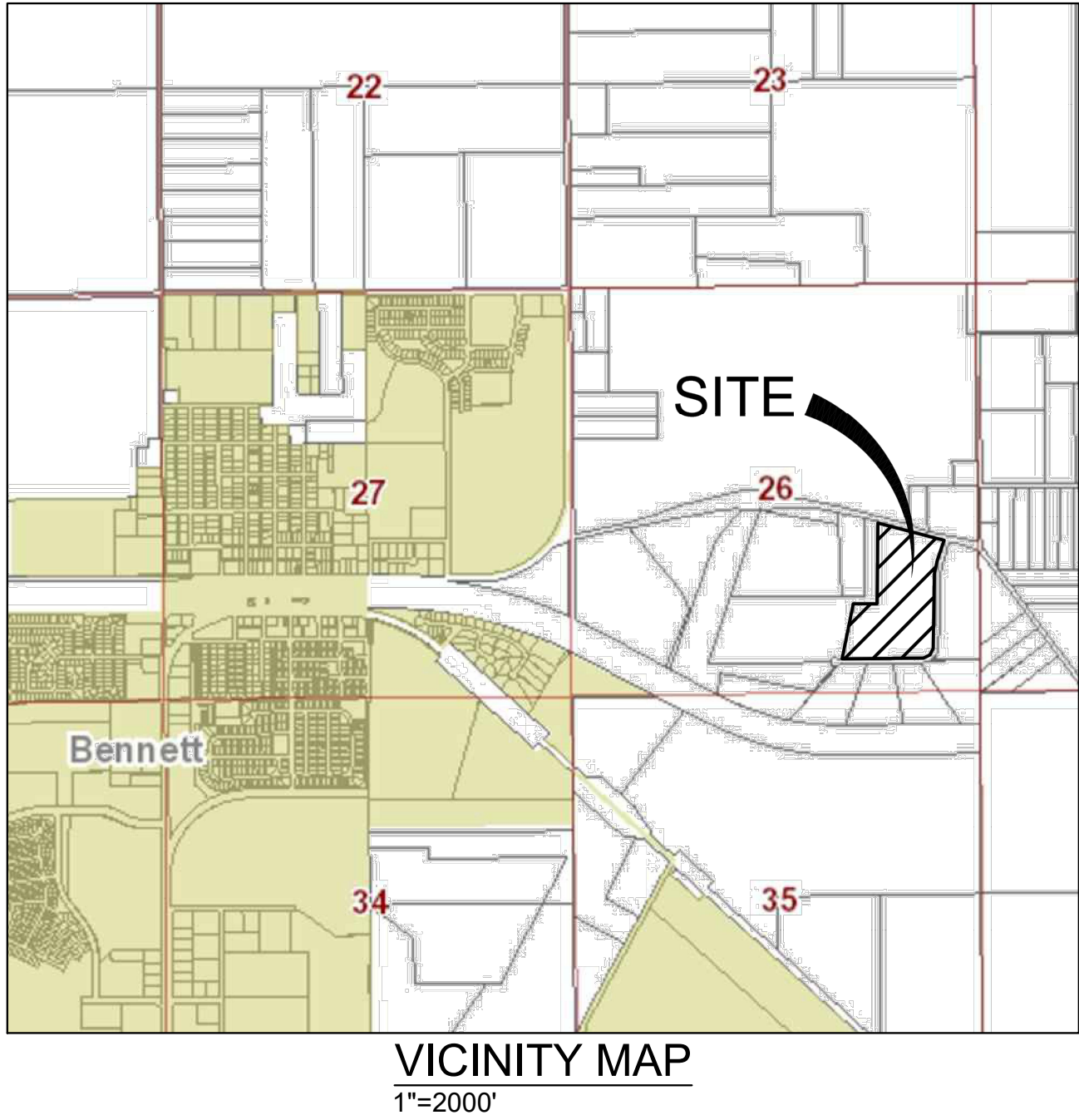
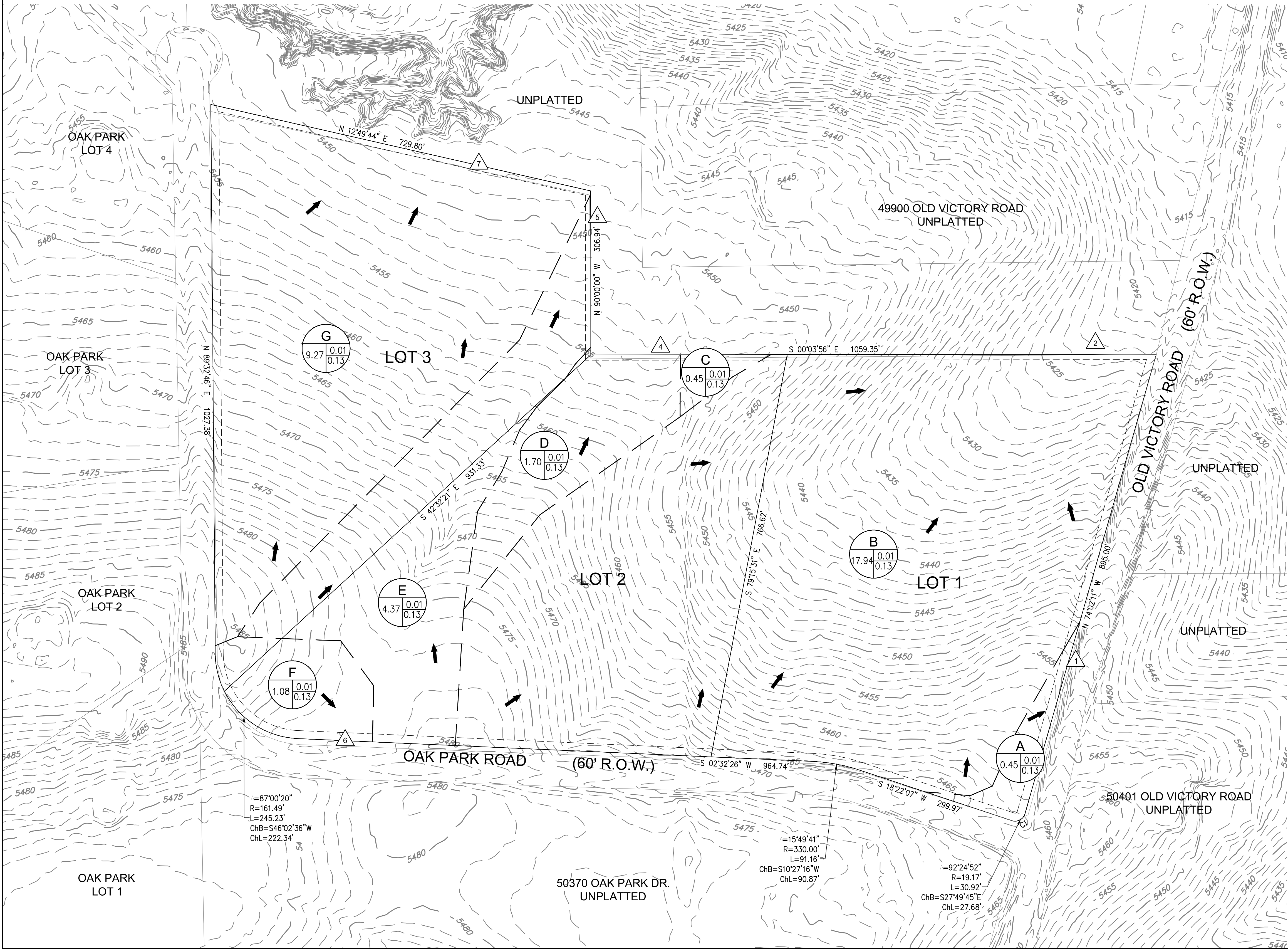
**OAK PARK ROAD ESTATES**  
LEVEL III DRAINAGE REPORT  
PRE-DEVELOPED CONDITION

**KELLY DEVELOPMENT SERVICES, LLC**  
9301 SCRUB OAK DR  
LONE TREE, CO 80124  
303-888-6338  
greg@kellydev.com

SHEET NUMBER  
**DR1**  
SHEET 1  
PROJECT NUMBER  
2209.01

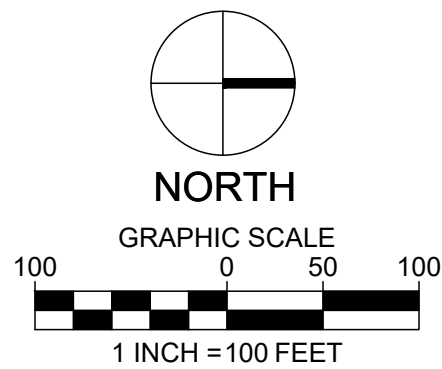


[V:-To.dwg] [V:-MA.dwg] [EXMA.dwg] [C:-MA.dwg] [TBN.dwg]  
Drawing name: D:\Projects\2209\_OVR\CAD\Sheet\Drainage\FDR.dwg Feb 13, 2023 -- 7:45am



BASIN RUNOFF SUMMARY TABLE							
Basin Designation	Basin Area (ac)	C <sub>s</sub>	C <sub>100</sub>	Impervious %	T (min)	Q <sub>s</sub> (cfs)	Q <sub>100</sub> (cfs)
A	0.45	0.01	0.13	2.0%	11.7	1.01	0.40
B	18.04	0.02	0.14	3.1%	17.9	0.01	14.05
C	0.21	0.01	0.13	2.0%	10.8	0.06	0.20
D	1.70	0.01	0.13	2.0%	16.0	0.14	1.44
E	4.37	0.01	0.13	2.0%	11.4	0.04	3.39
F	1.08	0.01	0.13	2.0%	15.4	0.56	0.98
G	9.32	0.02	0.14	3.0%	0.0	0.00	7.82

DESIGN POINT RUNOFF SUMMARY TABLE					
Design Point	Contributing Basins	Contributing Area (acres)	T (min)	Q <sub>s</sub> (cfs)	Q <sub>100</sub> (cfs)
1	A	0.45	11.7	0.02	0.40
2	B	18.04	17.9	1.01	14.05
3	C	0.21	10.8	0.01	0.20
4	D	1.70	13.3	0.06	1.44
5	E	4.37	16.0	0.14	3.39
6	F	1.08	11.4	0.04	0.98
7	G	9.32	15.4	0.56	7.82



**COLORADO 811**  
WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

PREPARED FOR:		#	DATE	REVISION	DESCRIPTION	BY
F & C REALTY DAN FAHEY 56321 E. COLFAX AVE. STRASBURG, CO 80136 PH: 303-916-4155 FAX:		1				
		2				
		3				
		4				
project no.		2109.01		drawn by		
date		2/13/2023 -- 7:45 am		designed by		
dwg.		FDR.dwg		approved by		

# OAK PARK ROAD ESTATES

LEVEL III DRAINAGE PLAN

**KELLY DEVELOPMENT SERVICES, LLC**  
9301 SCRUB OAK DR  
LONE TREE, CO 80124  
303-888-6338  
greg@kellydev.com

SHEET NUMBER  
**DR2**  
SHEET 1  
PROJECT NUMBER  
2209.01





*Property Consultants, llc*

---

February 1, 2023

Adams County  
Community & Economic Development Department  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218

**Re: Oak Park Road Estates Rezoning  
Neighborhood Meeting Minutes**

A Neighborhood Meeting was conducted on February 1, 2023 at 6:00 pm at F & C Realty's office, 56321 E. Colfax Ave., Strasburg, CO 80136, in regard to the rezone and plat proposals for the Oak Park Road Estates project. The only respondent to the mailing invitation was the previous owner of the property, Shawn Capps.

Mr. Capps asked if the proposal was still for rural residential lots, to which the owner, Dan Fahey, replied in the affirmative.

The meeting was adjourned at 6:20 pm.

Sincerely,

Aaron Thompson

Cc: Dan Fahey, F & C Realty





State Documentary Fee  
Date: October 07, 2022  
\$30.00

**Special Warranty Deed**  
(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **SHAWN J. CAPPS**, whose street address is **50370 OAK PARK DR, Bennett, CO 80102-8920**, City or Town of **Bennett**, County of **Adams** and State of **Colorado**, for the consideration of **(\$300,000.00) \*\*\*Three Hundred Thousand and 00/100\*\*\*** dollars, in hand paid, hereby sell(s) and convey(s) to **F & C REALTY COMPANY, A COLORADO CORPORATION**, whose street address is **56321 E COLFAX AVE PO BOX 500, Strasburg, CO 80136**, City or Town of **Strasburg**, County of **Adams** and State of **Colorado**, the following real property in the County of **Adams** and State of **Colorado**, to wit:

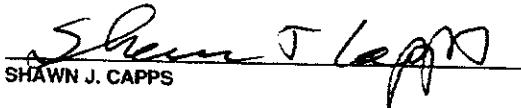
See attached "Exhibit A"

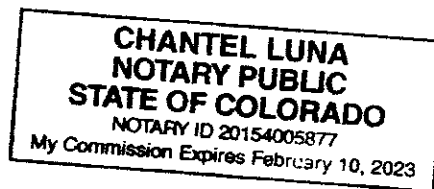
**United States**

also known by street and number as: **VACANT LAND, BENNETT, CO 80102**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

Signed this day of **October 07, 2022**.

  
SHAWN J. CAPPS



State of **Colorado**

County of **Douglas**

The foregoing instrument was acknowledged before me on this day of **October 7th, 2022** by **SHAWN J. CAPPS**

Witness my hand and official seal

My Commission expires: **2-10-23**

  
Notary Public

When recorded return to: **F & C REALTY COMPANY, A COLORADO CORPORATION**  
**56321 E COLFAX AVE PO BOX 500, Strasburg, CO 80136**



10/12/2022 at 9:55 AM, 2 OF 2,

TD Pgs: 2 Josh Zygielbaum, Adams County, CO.

**Exhibit A**

A PARCEL OF PROPERTY LOCATED IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 TO BEAR SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 2664.34 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTH 1/2 OF SECTION 26, A DISTANCE OF 846.15 FEET TO A POINT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF THE OLD VICTORY HIGHWAY;  
THENCE NORTH 67 DEGREES 08 MINUTES 33 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 179.98 FEET;  
THENCE NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 198.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE CONTINUING NORTH 74 DEGREES 02 MINUTES 11 SECONDS WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF THE OLD VICTORY HIGHWAY, A DISTANCE OF 895.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;  
THENCE DEPARTING FROM SAID SOUTH RIGHT OF WAY, SOUTH 00 DEGREES 03 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1059.35 FEET;  
THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 306.94 FEET;  
THENCE SOUTH 12 DEGREES 49 MINUTES 44 SECONDS WEST, A DISTANCE OF 729.80 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID OAK PARK ROAD;  
THENCE ALONG THE NORTH AND WEST RIGHT OF WAY LINE OF SAID OAK PARK ROAD THE FOLLOWING SIX (6) COURSES:  
1) THENCE NORTH 89 DEGREES 32 MINUTES 46 SECONDS EAST, A DISTANCE OF 1027.38 FEET TO AN ARC WITH A CURVE TO THE LEFT;  
2) THENCE ALONG AN ARC WITH A CURVE TO THE LEFT A DISTANCE OF 245.23 FEET, HAVING A CENTRAL ANGLE OF 87 DEGREES 00 MINUTES 20 SECONDS, A RADIUS LENGTH OF 161.49 FEET, A CHORD LENGTH OF 222.34 FEET WHICH CHORD BEARS NORTH 46 DEGREES 02 MINUTES 36 SECONDS EAST, TO A POINT OF TANGENCY;  
3) NORTH 02 DEGREES 32 MINUTES 26 SECONDS EAST, A DISTANCE OF 964.73 FEET TO A POINT OF CURVATURE;  
4) ALONG THE ARC TO THE RIGHT A DISTANCE OF 91.16 FEET, HAVING A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 41 SECONDS, A RADIUS LENGTH OF 330.00 FEET, A CHORD LENGTH OF 90.87 FEET WHICH CHORD BEARS NORTH 10 DEGREES 27 MINUTES 17 SECONDS EAST;  
5) NORTH 18 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 299.97 FEET;  
6) NORTH 27 DEGREES 50 MINUTES 02 SECONDS WEST, A DISTANCE OF 27.68 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE SAID SOUTH RIGHT OF WAY LINE OF OLD VICTORY HIGHWAY AND THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY KEITH WESTFALL, PLS 30127, ON BEHALF OF HIGH PRAIRIE SURVEY CO., PO BOX 384, KIOWA, CO.

Wed 2/15/2023 3:59 PM

Good afternoon Aaron,

In reference to the proposed Oak Park Road Estates development proposal, Adams County Health Department will issue Onsite Wastewater Treatment Systems permits for the three parcels provided the following conditions are met:

1. ADCO HD must receive an application and application fee for a new OWTS installation for each of the three parcels.
2. ADCO HD must receive a unique design for an OWTS for each parcel, and each design must include unique soils investigations. Each design will be required to investigate the soils on each parcel by doing visual and tactile soil testing of two test pits. Note that the designs must be completed by registered engineers or competent technician designers.
3. ADCO HD will review the designs and conduct site visits to the parcels to verify the engineer designs will be appropriate for each parcel.
4. When the above have been completed, and the designs are deemed to be compliant with our O-22 OWTS Regulations, then OWTS permits will be issued for each parcel.



Thanks Aaron, and feel free to forward this message to Adams County building department.

Jeff

Jeff McCarron

Environmental Health Specialist IV, Water Program

ADAMS COUNTY, COLORADO

7190 Colorado Blvd, Commerce City, CO 80022

O: 720.340.7215 | Main: | [jmccarron@adcogov.org](mailto:jmccarron@adcogov.org)

[www.adamscountyhealthdepartment.org](http://www.adamscountyhealthdepartment.org)

*To responsibly serve the Adams County community with integrity and innovation*

## OAK PARK ROAD ESTATES

### LEGAL DESCRIPTION

A PARCEL OF PROPERTY LOCATED IN SECTION 26, TOWNSHIP 3 SOUTH, RANGE 63 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26, FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 26 TO BEAR S00°00'00"W, A DISTANCE OF 2664.34 FEET; THENCE S00°00'00"W, ALONG THE EAST LINE OF SAID S 1/2 OF SECTION 26, A DISTANCE OF 846.15 FEET TO A POINT, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF THE OLD VICTORY HIGHWAY; THENCE N67°08'33"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 179.98 FEET; THENCE N74°02'11"W, A DISTANCE OF 198.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE SAID OAK PARK ROAD; THENCE N74°02'11"W, A DISTANCE OF 100.05 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID OAK PARK ROAD; THENCE CONTINUING N74°02'11"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, OF THE OLD VICTORY HIGHWAY, A DISTANCE OF 895.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE DEPARTING FROM SAID SOUTH RIGHT-OF-WAY, S00°03'56"E, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1059.35 FEET; THENCE S90°00'00"W, A DISTANCE OF 306.94 FEET; THENCE S12°49'44"W, A DISTANCE OF 729.80 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID OAK PARK ROAD; THENCE ALONG THE NORTH AND WEST RIGHT-OF-WAY LINE OF SAID OAK PARK ROAD THE FOLLOWING SIX (6) COURSES;

- 1) THENCE N89°32'46"E, A DISTANCE OF 1027.38 FEET TO AN ARC WITH A CURVE TO THE LEFT;
- 2) THENCE ALONG AN ARC WITH A CURVE TO THE LEFT A DISTANCE OF 245.23 FEET, HAVING A CENTRAL ANGLE OF 87°00'20", A RADIUS LENGTH OF 161.49 FEET, A CHORD LENGTH OF 222.34 FEET WHICH CHORD BEARS N46°02'36"E, TO A POINT OF TANGENCY;
- 3) N02°32'26"E, A DISTANCE OF 964.73 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC TO THE RIGHT A DISTANCE OF 91.16 FEET, HAVING A CENTRAL ANGLE OF 15°49'41", A RADIUS LENGTH OF 330.00 FEET, A CHORD LENGTH OF 90.87 FEET WHICH CHORD BEARS N10°27'17"E;
- 5) N18°22'07"E, A DISTANCE OF 299.97 FEET;
- 6) N27°50'02"W, A DISTANCE OF 27.68 FEET TO THE POINT OF BEGINNING SAID POINT BEING ON THE SAID SOUTH RIGHT-OF-WAY LINE OF OLD VICTORY HIGHWAY AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 35.02 ACRES, MORE OR LESS.



# Statement Of Taxes Due

Account Number R0211019

Assessed To

Parcel 0181526400003

F & C REALTY COMPANY  
56321 E COLFAX AVE PO BOX 500  
STRASBURG, CO 80136-0500

## Legal Description

## Situs Address

SECT.TWN.RNG:26-3-63 DESC: A PARC OF PROP LOCATED IN SEC 26 BEING MORE PARTICULARLY DESC AS FOLS COM 0  
AT THE E4 COR OF SD SEC 26 FROM WHENCE THE SE COR OF SD SEC 26 TP BRS S 00D 00M 00S W A DIST OF 2664/34 FT TH  
S 00D 00M 00S W ALG THE E LN OF SD S2 OF SEC 26 A DIST OF 846/15 FT TO A PT SD PT BEING O... Additional Legal on File

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2022	\$12.94	\$0.00	\$0.00	\$0.00	\$12.94
Total Tax Charge					\$12.94
<b>Grand Total Due as of 02/13/2023</b>					<b>\$12.94</b>

Tax Billed at 2022 Rates for Tax Area 381 - 381

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$0.69	AG DRY GRAZING	\$729	\$190
FIRE DISTRICT 7 - BENNETT	13.1520000	\$2.50	LAND		
GENERAL	22.8430000	\$4.34	Total	\$729	\$190
NORTH KIOWA BIJOU GROUND WA	0.0230000	\$0.00			
RETIREMENT	0.3140000	\$0.06			
ROAD/BRIDGE	1.3000000	\$0.25			
DEVELOPMENTALLY DISABLED	0.2570000	\$0.05			
SD 29 GENERAL (Bennett)	24.3210000*	\$4.62			
SOCIAL SERVICES	2.2530000	\$0.43			
Taxes Billed 2022	68.0780000	\$12.94			

\* Credit Levy

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

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

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

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

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, F&C Realty Company  
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:

Physical Address: n/a

Legal Description: See Attached

Parcel #(s): 0181526400003

(PLEASE CHECK ONE):

X On the 24th day of February, 20 23, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

or

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

Date: 2/24/23

Applicant:

By:

F&C Realty Company

Print Name:

Dan Fahey

Address:

56321 E. Colfax Ave.  
Strasburg, CO 80136

STATE OF COLORADO )

)

COUNTY OF ADAMS )

**SAMANTHA M. GOW**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20124077412  
MY COMMISSION EXPIRES 12/03/2024

Subscribed and sworn to before me this 24th day of February, 20 23, by  
Daniel Fahey

Witness my hand and official seal.

My Commission expires: 12/03/2024

[Signature]  
Notary Public

After Recording Return To:

Name and Address of Person Preparing Legal Description:

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