



ADAMS COUNTY
COLORADO

REZONING

(ZONING MAP AMENDMENT)

Community & Economic Development Department
Planning & Development

4430 S. Adams County Pkwy., 1st Floor, Suite W2000B

Brighton, CO 80601-8218

Phone: 720.523.6800

Website: adcogov.org

A rezoning (zoning map amendment) is a public process that changes a property's zone district.

Please include this page with your submittal. Submittal instructions and more information about checklist items can be found on page 2.

Development Application Form (pg. 4)

Written Narrative

Site Plan

Proof of Ownership

Proof of Water and Sewer Services

Legal Description

Statement of Taxes Paid

Trip Generation Analysis

Supplemental items may be needed on a case-by-case basis. ***Email documentation will be required if supplemental items are deemed unnecessary.**

- Please contact the Planner of the Day (CEDD-Plan@adcogov.org) to determine whether a Neighborhood Meeting is necessary.
- Please contact the Engineer of the Day (CEDD-ENG@adcogov.org) to determine whether a Level 1 Storm Drainage Study is necessary.

Applications Fees	Amount	Due
Application	\$1,500	After complete application received
Adams County Health	\$210 (public utilities -TCHD Level 2) \$360 (individual septic -TCHD Level 3)	After complete application received

Guide to Rezoning Application

This application shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked Microsoft 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, although you may provide multiple PDFs to ensure no file exceeds 100 MB. Once a complete application has been received, fees will be invoiced and payable online at www.permits.adcogov.org.

Written Narrative

- A written explanation of the project including the existing and proposed zone district and proposed use of the property.

Site Plan Showing Proposed Development:

- A detailed drawing of existing and proposed improvements.
- Including:
 - Streets, roads, and intersections
 - Driveways, access points, and parking areas
 - Existing and proposed structures, wells, and septic systems
 - Easements, utility lines, and no build or hazardous areas
 - Scale, north arrow, and date of preparation

Proof of Ownership:

- A deed may be found in the Office of the Clerk and Recorder.
- A title commitment is prepared by a professional title company.

Proof of Water and Sewer:

- A written statement from the appropriate water/sewer district indicating that they will provide service to the property **OR** a copy of a current bill from the service provider.
- Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587.
- A written statement from Adams County Health Department indicating the viability of obtaining Onsite Wastewater Treatment Systems.

Legal Description:

- Geographical description of a real estate property.
- Visit <http://gisapp.adcogov.org/quicksearch/> to find the legal description for your property.

Statement of Taxes Paid:

- All taxes on the subject property must be paid in full. Please contact the Adams County Treasurer's Office
- Or www.adcotax.com

Trip Generation Letter:

- Shall be determined based upon the methodologies of the most current, Institute of Transportation Engineers (ITE) Trip Generation Manual for the average vehicle trips during the weekday AM peak hour and weekday PM peak hour.

Supplemental Documents

Neighborhood Meeting Summary:

- Please refer to Section 2-01-02 of the Adams County Development Standards and Regulations for the specific requirements regarding time, location, and notice.
- A written summary shall be prepared including the materials submittal presented at the meeting, any issues identified at the meeting, and how those issues have been addressed.

Preliminary Drainage Analysis:

- A general narrative discussing the pertinent drainage characteristics and problems, and proposed drainage characteristics if the subdivision is approved.

Community & Economic
Development Department
www.adcogov.org



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

Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input 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: THE ENCLAVE AT TODD CREEK

APPLICANT

Name(s): PATRICK CLANEY Phone #: 720-238-3083
Address: 109 PINEY CREEK LANE
City, State, Zip: ENIE, CO. 80516
2nd Phone #: _____ Email: CLANEY.PATRICK@YAHOO.COM

OWNER

Name(s): LDC PROPERTIES, LLC Phone #: SAME
Address: SAME
City, State, Zip: _____
2nd Phone #: _____ Email: SAME

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

Name: TOM ACKERMAN Phone #: 303-818-2497
Address: HURST & ASSOCIATES
City, State, Zip: _____
2nd Phone #: _____ Email: TOM@HURST.DESIGN

DESCRIPTION OF SITE

Address:

16380 YOSEMITE ST.

City, State, Zip:

BRIGHTON, CO. 80602

Area (acres or
square feet):

15.6 ACRES

Tax Assessor
Parcel Number

APN: 0157103300001

Existing
Zoning:

A1

Existing Land
Use:

RESIDENTIAL

Proposed Land
Use:

RESIDENTIAL

Have you attended a Conceptual Review? YES

☒

NO

☐

If Yes, please list PRE#: PRE 2024-00049

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:

PATRICK CLANCY

Date:

2/24/25

Owner's Printed Name

Name:

Patrick Clancy

Owner's Signature

The Enclave at Todd Creek narrative

- A.** Our specific intention with the Wright Property (The Enclave at Todd Creek) is to be able to sub divide the parcel into one-acre residential detached lots. This would assume that the new zoning would be RE, per the Adams County description. The current zoning is A1. The property consists of 15.6 acres of encumbrance free land.
- B.** I am currently building out the last one acre lots within the Todd Creek Meadows subdivision, which is directly to the east. The plan would be to model this subdivision to be similar to it. Since the demand for this type of lot has been strong.
- C.** Our intention for utility service would be to design per the Adams County standards. We will provide a will serve letter from the Highland Acres District for water service. Individual OWTS septic systems would be installed for each home. A storm water system would be designed with our Engineering staff.

We look forward to working with staff throughout this process.

Regards,
Patrick Clancy

THE ENCLAVE AT TODD CREEK

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
PRELIMINARY PLAT

PURPOSE:

THE PURPOSE OF THIS PLAT IS TO CREATE 13 RESIDENTIAL LOTS AND 2 TRACTS FOR PRIVATE DRIVE AND POND PURPOSES.

DEDICATION AND OWNERSHIP CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT OWNER, L.D.C. PROPERTIES, LLC, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND SHOWN HEREIN, SITUATED IN THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 550.03 FEET OF THE NW 1/4 SW 1/4 SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, EXCEPT A PARCEL DESCRIBED AS: BEGINNING AT THE NE CORNER NW 1/4 SW 1/4 SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE WEST ALONG THE NORTH LINE SAID NW 1/4 SW 1/4 A DISTANCE OF 152.0 FEET; THENCE S 21°57' EAST, 413.0 FEET TO A POINT ON THE EAST LINE SAID NW 1/4 SW 1/4; THENCE NORTH 383.0 FEET ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING. CONTAINS 16.0 ACRES. COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THE WEST 30 FEET THEREOF.

CONTAINING 680,174 SQUARE FEET (15.615 ACRES), MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF THE ENCLAVE AT TODD CREEK, AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE EASEMENTS AS SHOWN FOR PUBLIC UTILITIES, CABLE TV AND DETENTION POND AREAS, AND OTHER PUBLIC PURPOSES AS DETERMINED BY THE COUNTY OF ADAMS.

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 EASEMENTS 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.

EXECUTED THIS _____ DAY OF _____, 20__ A.D.

OWNER: L.D.C. PROPERTIES, LLC

BY: PATRICK CLANCY

ACKNOWLEDGMENT

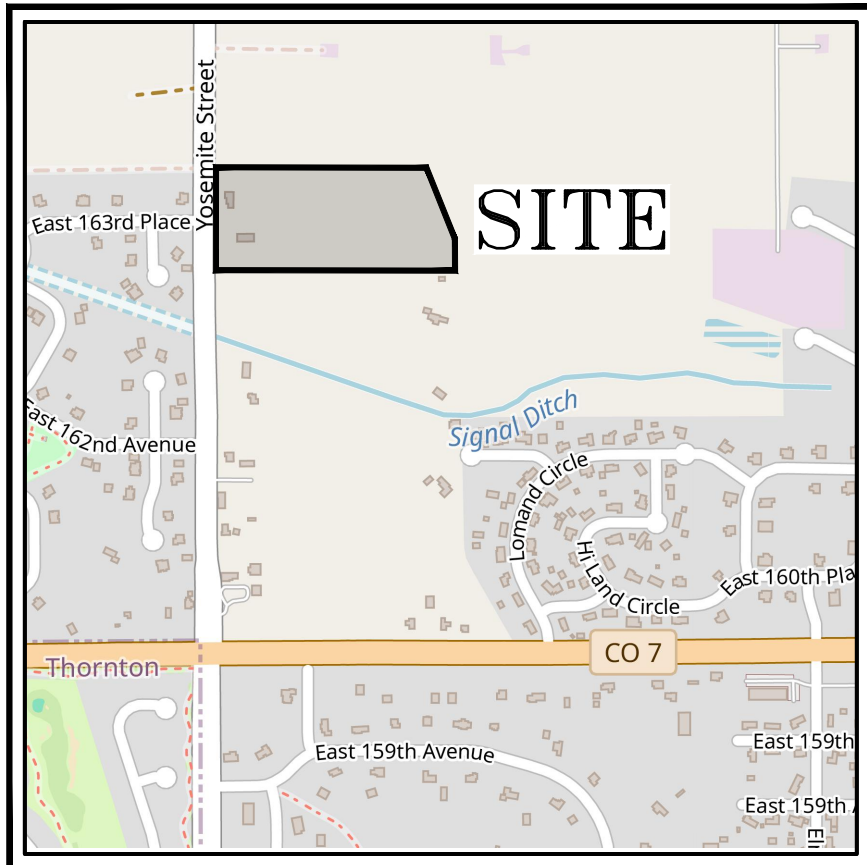
STATE OF COLORADO }
COUNTY OF _____ }SS

THE FOREGOING DEDICATION AND OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ AS MANAGER OF L.D.C. PROPERTIES, LLC.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

TRACT SUMMARY					
TRACT	AREA(SQ FT)	AREA(ACRE)	OWNERSHIP	MAINTENANCE	USE
TRACT A	67370	1.547	HOA	HOA	PRIVATE DRIVE
TRACT B	38646	0.887	HOA	HOA	DRAINAGE



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

- FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 5501-4160695, DATED APRIL 24, 2024 AT 8:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- THIS PRELIMINARY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
- BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3 WHICH IS ASSUMED TO BEAR NORTH 89°56'23" EAST, A DISTANCE OF 2,650.37 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3, MONUMENTED BY A 3.25-INCH ALUMINUM CAP STAMPED "T1S R67W, S4 | S3, +, S9 | S10, 2002, PLS 23027" TO THE SOUTH QUARTER CORNER OF SAID SECTION 3 MONUMENTED BY A 3.25-INCH ALUMINUM CAP STAMPED "T1S, S3, 1/4 * S10, EL 5117.95, PLS 26298", MONUMENTED AS SHOWN HEREON.
- BENCHMARK: NGS "HI LAND"-- PID: AB3295 - BRASS SURVEY MARK DISK STAMPED "HI LAND 1995" SET IN THE TOP OF A 24-INCH ROUND CONCRETE POST FLUSH WITH GROUND LEVEL. ELEV=5125. (NAVD88-GEOID18)
- EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE PRIVATE DRIVE (TRACT A) FOR ELECTRIC, GAS, TELEPHONE CABLE, AND TELECOMMUNICATION FACILITIES.

LAND USE SUMMARY TABLE			
	AREA (SQ. FT.)	AREA (ACRE)	%
GROSS AREA	680,174	15.615	100.000%
RESIDENTIAL LOTS (907)	573,558	13.167	84.325%
TRACTS (2)	106,616	2.448	15.675%
SMALLEST RESIDENTIAL LOT (LOTS 2-5)	43,612	1.001	
AVERAGE RESIDENTIAL LOT	44,120	1.013	
LARGEST RESIDENTIAL LOT (LOT 801)	46,239	1.062	

SURVEYOR'S NOTES CONTINUED:

- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT, PURSUANT TO C.R.S. 38-52-103(2). METRIC CONVERSION IS: ONE METER EQUALS 3937 / 1200 FEET.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) 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 (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LIENHOLDER CERTIFICATE

THE UNDERSIGNED HEREBY CONSENTS TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PRELIMINARY PLAT.

BY:

NAME _____ TITLE _____
STATE OF COLORADO }
COUNTY OF _____ }SS

THE FOREGOING LIENHOLDER CERTIFICATE CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ AS _____ OF _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

MY ADDRESS IS _____

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

SURVEYOR'S STATEMENT:

I, SAMUEL L. GALLUCCI III, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF EMK CONSULTANTS, INC., TO L.D.C. PROPERTIES LLC THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING ON OR AROUND APRIL 17, 2024; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-106 "LAND SURVEY PLAT".

SAMUEL L. GALLUCCI III
COLORADO P.L.S. 38584
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.
7006 SOUTH ALTON WAY, BLDG F, CENTENNIAL, COLORADO 80112-2019

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20__.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20__.

CHAIR

PRELIMINARY PLAT

NW 1/4 OF SW 1/4 OF SEC. 3, T.1S., R.67W., 6TH P.M.
COUNTY OF ADAMS, COLORADO



EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING & SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

APPLICANT/DEVELOPER
L.D.C. PROPERTIES
LLC
109 PINEY CREEK LANE
ERIE, CO 80516
ATTN: PATRICK CLANCY

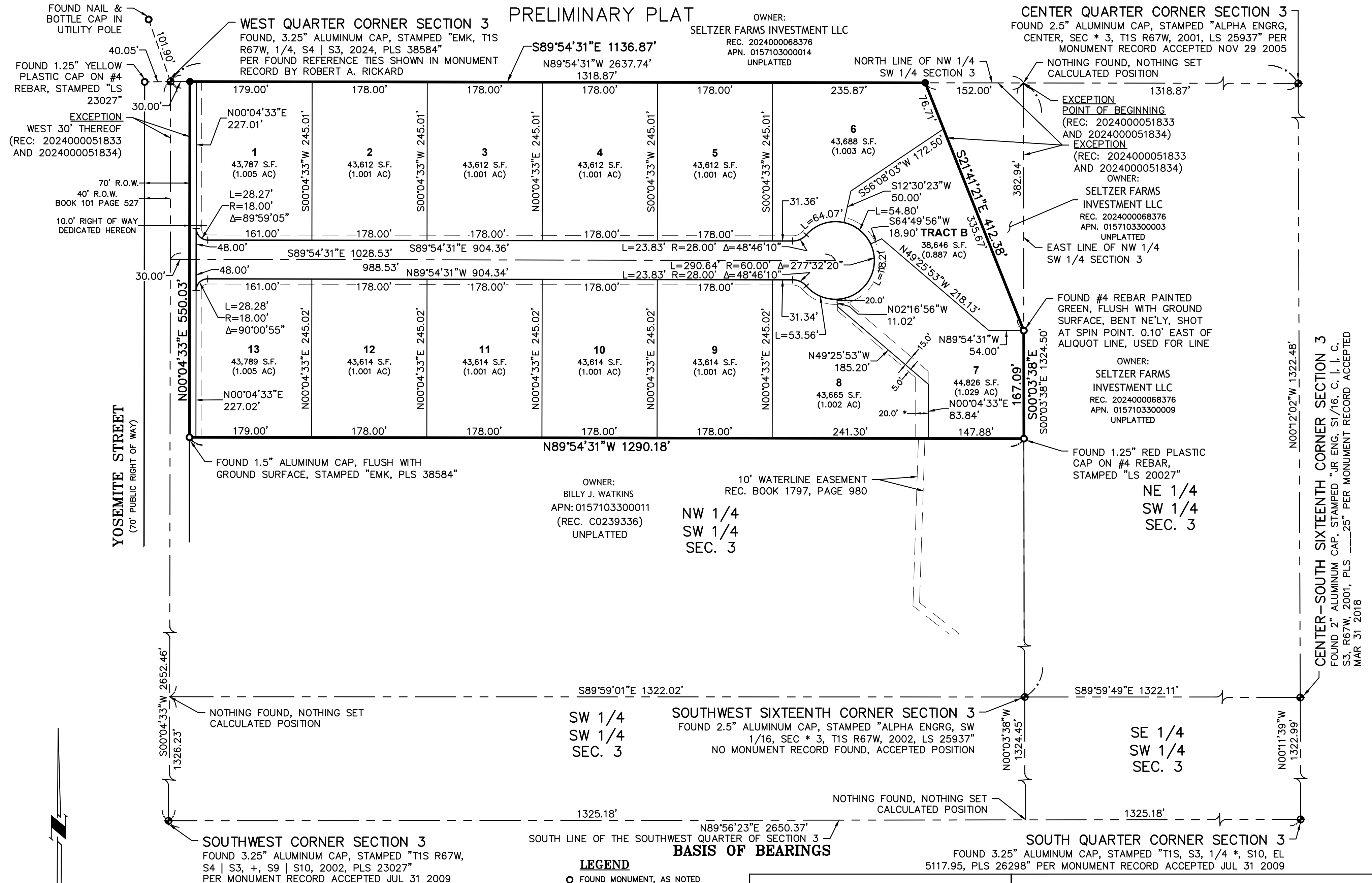
DATE: 2/10/2025
DRAWN BY: JTH
QA/QC: SLG3
SHEET MODEL
OF 2 SHEETS

JOB NO. 13429

THE ENCLAVE AT TODD CREEK

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP
1 SOUTH, RANGE 67 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO

PRELIMINARY PLAT



LEGEND

- FOUND MONUMENT, AS NOTED
- ◆ FOUND PLSS CORNER, AS NOTED
- SET 1.5" ALUMINUM CAP, STAMPED "EMK, PLS 38584"
- SECTION/ALIQUOT LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT/PARCEL LINE
- EASEMENT LINE
- 20.0' * 20' WATERLINE EASEMENT DEDICATED HEREON

PRELIMINARY PLAT



EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

APPLICANT/DEVELOPER
L.D.C. PROPERTIES
LLC
109 PINEY CREEK LANE
ERIE, CO 80516
ATTN: PATRICK CLANCY

DATE: 2/11/2025
DRAWN BY: JTH
QA/QC: SLG3
SHEET 2
OF 2 SHEETS

JOB NO. 13429



Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 7887 East Belleview Avenue, Ste 170, Englewood, CO 80111
Issuing Office's ALTA® Registry ID: 1030228
Issuing Office File Number: 5501-4160695
Property Address: 16380 Yosemite Street, Brighton, CO 80602

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707
Policy Number: 4160695
Amount of Insurance: \$775,000.00
Date of Policy: May 31, 2024 at 5:00 p.m.

1. The Insured is:

LDC Properties, LLC, a Colorado limited liability company
2. The estate or interest in the Land insured by this policy is:

Fee Simple interest
3. The Title is vested in:

LDC Properties, LLC, a Colorado limited liability company
4. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof
5. This policy incorporates by reference the endorsements designated below, adopted by the American Land Title Association as of the Date of Policy:

NONE

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

Policy Number: 4160695

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes for the year 2024 and subsequent years. Taxes not yet due or payable.
2. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
3. Any water rights, claims of title to water, in, on or under the Land.
4. Reservations as contained in the United States Patent granted to Union Pacific Railway Company, dated February 26, 1897, Document No. 38, BLM Serial No. COCOAA 040036.
5. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Correction Deed recorded August 31, 1953 in Book 474 at Page 87.
6. Oil and Gas Lease between Alexander Ehrlich and Victoria Ehrlich and C. C. Thomas, recorded June 06, 1955 in Book 552 at Page 329 and any and all assignments thereof, or interest therein.
7. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Right of Way Agreement recorded October 09, 1956 in Book 631 at Page 258.
8. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement recorded January 02, 1964 in Book 1122 at Page 330.
9. Any tax, lien, fee, or assessment by reason of inclusion in the Hi-Land Acres Water and Sanitation District, as evidenced by instrument recorded October 21, 1968 in Book 1471 at Page 36.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



10. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Quitclaim Deed recorded April 14, 1971 in Book 1684 at Page 281.
11. An easement for Right-of-Way and incidental purposes granted to Union Rural Electric Association, Inc., by the instrument recorded February 05, 1974 in Book 1912 at Page 266 and in Book 1912 at Page 269 and in Book 1912 at Page 270 and in Book 1912 at Page 273 upon the terms and conditions set forth in the instrument.
12. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement recorded May 24, 1975 in Book 1797 at Page 980.
13. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice recorded June 25, 1986 in Book 3162 at Page 961.
14. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Right of First Refusals recorded April 04, 1994 in Book 4290 at Page 281 and in Book 4290 at Page 285.
15. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Option to Purchase Oil and Gas Interests recorded July 11, 1996 at Reception No. C0193112.
16. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Management Agreement and Power of Attorney recorded July 11, 1996 at Reception No. C0193113.
17. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Option to Purchase Oil and Gas Interests recorded March 05, 1998 at Reception No. C0369788.
18. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Mineral Deed recorded March 25, 1998 in Book 5273 at Page 182.
19. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Release and Quitclaim Deed recorded November 23, 1998 at Reception No. C0470914.
20. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of Oil and Gas interests and Surface Use recorded December 05, 2000 in Book 6346 at Page 787.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



21. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Agreements for Exercise of Options recorded April 16, 2001 at Reception Nos. C0786521 and C0786522.
22. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Request for Notification of Surface Development recorded May 20, 2002 at Reception No. C0971622.
23. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Order recorded March 31, 2006 at Reception No. 20060331000328860.
24. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Request for Notification of Pending Surface Development recorded August 07, 2007 at Reception No. 2007000076064.
25. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Request for Notification (Mineral Estate Owner) recorded December 24, 2007 at Reception No. 2007000116902.
26. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Gas Purchase and Sale Agreement recorded December 15, 2008 at Reception No. 2008000096558.
27. An Oil and Gas Lease, executed by Robert E. Wright as Lessor(s) and by Kerr-McGee Oil & Gas Onshore LP as Lessee(s) for a primary term of 2 years, dated August 26, 2013, recorded August 28, 2013 at Reception No. 2013000075738; and any and all assignments thereof or interests therein.

NOTE: Matters affecting the present interest of the lessor or lessee are not shown herein.

28. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Declaration of Pooling recorded June 03, 2014 at Reception No. 2014000034319 and 2014000034320 and 2014000034322.
29. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Agreement Gas Gathering, Processing and Purchase Agreement recorded October 19, 2017 at Reception No. 2017000091626.
30. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of Merger recorded January 14, 2020 at Reception No. 2020000004587.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



31. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of Merger recorded January 14, 2020 at Reception No. 03760466 (Boulder County Records).
32. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of Merger recorded January 14, 2020 at Reception No. 4558237 (Weld County Records).
33. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Agreement recorded January 30, 2020 at Reception No. 202000009733.
34. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Crude Oil Purchase and Sale Agreement recorded September 01, 2020 at Reception No. 2020000086340.
35. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement Agreement and Acknowledgement of Interest recorded October 02, 2020 at Reception No. 2020000100186.
36. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Consent recorded March 15, 2022 at Reception No. 2022000022986.
37. Any loss or damage arising from the fact that the fence lines on or near the boundary lines of the subject property do not coincide with the exact boundary lines.

(Exceptions 9 through 42 affect Parcel A).
38. Those items as shown on the Condominium Map of Rembrandt Place Condominium Plat recorded August 11, 1972 in Book 22 at Page 79, including easements for public utilities, sewer purposes, drainage and other incidental purposes affecting only the common elements.
39. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded August 10, 1972 in Book 2046 at Page 320 and any and all amendments and/or supplements thereto.
40. An easement to construct, operate, maintain, replace, enlarge, reconstruct, improve, repair, and remove communication line facilities and appurtenances thereto and incidental purposes granted to Mountain States Telephone and Telegraph Corporation by the instrument recorded September 18, 1972 at Reception No. 1313831 upon the terms and conditions set forth in the instrument.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



41. An easement for Utility and incidental purposes granted to Public Service Company of Colorado by the instrument recorded November 15, 1972 at Reception No. 1324618 upon the terms and conditions set forth in the instrument.
42. An easement for a gas distribution main system and all pipelines, fixtures and devices, used or useful in the operation of said system and incidental purposes granted to Public Service Company of Colorado by the instrument recorded December 29, 1972 at Reception No. 1332105 upon the terms and conditions set forth in the instrument.
43. Any tax, lien, fee, or assessment by reason of inclusion in the South Suburban Metropolitan Recreation and Park District, as evidenced by instrument recorded June 15, 1973 at Reception No. 1362962.
44. An easement for Utility and incidental purposes granted to United Cable of Colorado of Arapahoe County, Colorado by the instrument recorded September 27, 1982 at Reception No. 2207362 upon the terms and conditions set forth in the instrument.
45. An easement to Southgate Sanitation District and incidental purposes granted to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, operate and use one or more underground sanitary sewer pipelines, manholes, and all underground and surface appurtenances thereto by the instrument recorded December 21, 2001 at Reception No. D1222423 upon the terms and conditions set forth in the instrument.
46. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded July 02, 2003 at Reception No. D3140891 and any and all amendments and/or supplements thereto.

NOTE: Declaration of Address recorded January 11, 2008 at Reception No. B8005164.

(Exceptions 43 through 51 affect Parcel B).

47. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded August 11, 1969 in Book 1657 at Page 636 and recorded May 3, 1973 in Book 1748 at Page 119 and any and all amendments and/or supplements thereto.
48. Notes and easements as shown on the Plat of Tract 255 Pueblo West, Colorado recorded December 07, 1972 in Plat Book P, at Page 108.
49. Notes and easements as shown on the Plat of Tract A-255 Pueblo West Colorado (Amended) recorded May 03, 1973 in Plat Book P, at Page 109.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



50. The effect of San Isabel Map of Underground Electrical Facilities recorded March 29, 1983 in Book 2151 at Page 269.
51. Any interest in all oil, gas and other minerals conveyed to Pueblo West Metropolitan District, a quasi-municipal corporation by Mineral Deed, recorded December 30, 1992 at Reception No. 994620; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
52. Any tax, lien, fee, or assessment by reason of inclusion in the Pueblo West Metropolitan District, as evidenced by instrument recorded December 28, 1993 in Book 2703, at Page 68.
53. Any interest in all oil, gas and other minerals conveyed to Pueblo West Metropolitan District, a quasi-municipal corporation, a political subdivision of the State of Colorado, and a Special District organized under the Statutes of the State of Colorado by Mineral Deed, recorded January 02, 1996 at Reception No. 1105446; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
54. Any tax, lien, fee, or assessment by reason of inclusion in the Lower Arkansas Valley Water Conservancy District, as evidenced by instrument recorded December 13, 2002 at Reception No. 1474320 and as Amended in Instrument Recorded January 4, 2010 under Reception No. 1829179.
55. Any tax, lien, fee, or assessment by reason of inclusion in the Pueblo Conservancy District, as evidenced by instrument recorded August 01, 2007 at Reception No. 1736292.
56. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement for Electric & Communications Lines recorded March 28, 2008 at Reception No. 1763595.
57. The effect of Pueblo Conservancy District Map recorded December 31, 2009 at Reception No. 1829096.
58. Any interest in all water rights conveyed to Pueblo West Metropolitan District, a quasi-municipal district by Quit Claim Deed, recorded December 14, 2020 at Reception No. 2204373; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.

(Exceptions 52 through 63 affect Parcel C).

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



59. Deed of Trust and the terms and conditions thereof.
- | | |
|------------------------|---|
| Grantor/Trustor: | LDC Properties, LLC, a Colorado limited liability company |
| Grantee/Beneficiary: | Weinberg Servicing, LLC |
| Trustee: | Public Trustee of Adams County |
| Amount: | \$830,000.00 |
| Dated: | May 28, 2024 |
| Recorded: | May 31, 2024 |
| Recording Information: | Reception No. 2024000029190 |

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

Parcel A:

The North 550.03 feet of the NW 1/4 SW 1/4 Section 3, Township 1 South, Range 67 West of the 6th P.M., Adams County, Colorado, except a parcel described as: Beginning at the NE corner NW 1/4 SW 1/4 Section 3, Township 1 South, Range 67 West of the 6th P.M.; thence West along the North line said NW 1/4 SW 1/4 a distance of 152.0 feet; thence S 21°57' East, 413.0 feet to a point on the East line said NW 1/4 SW 1/4; thence North 383.0 feet along said East line to the true Point of Beginning., County of Adams, State of Colorado.

Parcel B:

Lot 71, Together with Parking Space 71, REMBRANDT PLACE CONDOMINIUM PLAT, A RESUBDIVISION OF TRACT "A" RIDGEVIEW HILLS NORTH, FOURTH FILING, according to the Condominium Map thereof, and Declaration of Covenants, Conditions and Restrictions thereof on November 9, 1972 in Book 2074 at Page 20 in the office of the Clerk and Recorder of County of Arapahoe, State of Colorado.

Parcel C:

Lot 13, Block 4, TRACT A-255, PUEBLO WEST COLORADO, County of Pueblo, State of Colorado.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

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 Condition 17.

COVERED RISKS

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

- 1.** The Title being vested other than as stated in Schedule A.
- 2.** Any defect in or lien or encumbrance on the Title. Covered Risk 2 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.** the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii.** a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv.** a 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 the failure to have performed those acts by electronic means authorized by law;
 - vii.** a defective judicial or administrative proceeding; or
 - viii.** the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b.** the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c.** the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records 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 the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DEFENSE OF COVERED CLAIMS

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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

- 2.** Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3.** Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4.** Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
- 5.** Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 6.** Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
- 7.** Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
 - m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
 - p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a 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 COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title 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 this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

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, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must 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 Condition 7, the Company, at its own cost and without unreasonable delay, will 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 has 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 covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

- b. The Company has the right, in addition to the options contained in Condition 7, 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 is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When 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 having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to 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.
When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:
 - i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
 - ii. 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 any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter 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 the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any 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 Condition 6.b., unless prohibited by law, terminates 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 has 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. 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 or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



liability and obligations to the Insured under this policy terminate, including any 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 parties other than the Insured for or in the name of the Insured Claimant. 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. 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.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- b. any appeals.
 - b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
 - c. The Company is not 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.
 - d. The Company is not liable for the content of the Transaction Identification Data, if any.
- 10. REDUCTION OR TERMINATION OF INSURANCE**

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

The Amount of Insurance will 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 the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.
- 12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.
- 13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**
 - a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies 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, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits 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.
 - b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
 - c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.
- 14. POLICY ENTIRE CONTRACT**
 - a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
 - b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to 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 having jurisdiction.

17. NOTICES

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: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Hi-Land Acres
Water and Sanitation District
P O Box 218
Brighton, CO 90601

www.hilandacreswater.org

Patrick Clancy
L.D.C. Properties, LLC
Via email

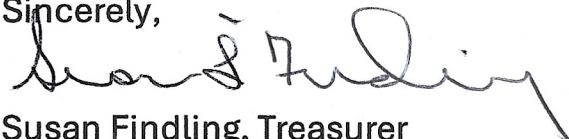
Subject: "Will Serve" Letter for Water and Sewer Service for 16380
Yosemite Street

Dear Mr. Clancy with LDC Properties,

The Hi-land Acres Water & Sanitation District ("the District") has reviewed your request for water and sewer service to a parcel of land at 16380 Yosemite Street which is currently within our District lines. The parcel, which was previously owned by the Wright Family, was served by a Hi-land Acres water tap. The plan is for thirteen one-acre lots with development starting approximately summer of 2025. The request is service for 12, ¾" water taps and 13 sewer taps. The District has an existing sewer system which connects into the Metro Reclamation District's Wastewater plant that allows for additional capacity in our system to provide sewer service for 16380 Yosemite. Hi-land Acres has sufficient capacity to provide the requested service for this proposed development. Any and all costs associated with the water and sewer main extensions to the District main, acquisition of right of way and/or easements, administrative and permitting costs will be the responsibility of the developers of the 16380 Yosemite property.

This letter is non-transferable.

Sincerely,



Susan Findling, Treasurer

Jim Roos, President



ADAMS COUNTY HEALTH DEPARTMENT

Your Health. Our Mission.

Adams County Health Department
4430 S. Adams County Pkwy.
Brighton, CO 80601
720.523.7023
adcogov.org/health

1/16/2025

RE: Confirmation of intent to allow Onsite Wastewater Treatment Systems installation at 16380 Yosemite St. Brighton CO 80602.

Dear Patrick Clancy,

Adams County Health Department (ACHD) has received communication that you intend to construct 13 Onsite Wastewater Treatment Systems (OWTS) for 13 proposed single-family residences on 13 separate 1 acre lots at 16380 Yosemite St. Brighton CO 80602. ACHD will issue a permit for a new installation of OWTS, provided that the proposed design meets all applicable requirements set forth in ACHD Regulation O-22, pursuant to Title 25-10-101, et seq. Colorado Revised Statutes and the Colorado Department of Public Health and Environment Water Quality Control Commission On-Site Wastewater Treatment System Regulation #43, 5 CCR-1002-43.

Requirements from regulation O-22 that may be applicable to the septic system installation include (but are not limited to):

- A proposed septic system design,
- A soil test report near the proposed soil treatment area,
- Minimum horizontal setback distances between OWTS components and health impact features, as noted in table 6 of regulation O-22,
- A site visit performed by ACHD to determine the suitability of the site and of the proposed design, and
- A permit fee to be paid by the applicant to ACHD.

ACHD does not guarantee that permits or any other authorizations applicable to this property will be issued by other entities.

Please let me know if you have any further questions,



Marty Easter

Environmental Health Specialist

ADAMS COUNTY, COLORADO

7190 Colorado Blvd, Commerce City, CO 80022

O: 720.903.0996 | Main: | measter@adcogov.org

www.adamscountyhealthdepartment.org

To responsibly serve the Adams County community with integrity and innovation

LEGAL DESCRIPTION:

SECT,TWN,RNG:3-1-67 DESC: THE N 550/03 FT OF THE NW4 SW4 SEC 3 EXC PARC DESC BEG 152 FT W OF
NE COR NW4 SW4 TH S 21D 57M E 413 FT TO PT ON E LN SD NW4 SW4 TH N 383 FT TO POB 16/00A



Statement Of Taxes Due

Account Number R0008119

Assessed To

Parcel 0157103300001

LDC PROPERTIES LLC
109 PINEY CREEK LN
ERIE, CO 80516-2661

Legal Description

SECT,TWN,RNG:3-1-67 DESC: THE N 550/03 FT OF THE NW4 SW4 SEC 3 EXC PARC DESC
BEG 152 FT W OF NE COR NW4 SW4 TH S 21D 57M E 413 FT TO PT ON E LN SD NW4 SW4 TH
N 383 FT TO POB 16/00A

Situs Address

16380 YOSEMITE ST

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$6,311.78	\$0.00	\$0.00	\$0.00	\$6,311.78
Total Tax Charge					\$6,311.78
Grand Total Due as of 01/15/2025					\$6,311.78

Tax Billed at 2024 Rates for Tax Area 295 - 295

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6670000	\$239.09	RES IMPRV LAND	\$226,500	\$14,360
FIRE DISTRICT 6 - GREATER B	16.7930000	\$1,094.90	SINGLE FAMILY RES	\$801,614	\$50,830
GENERAL	22.8200000	\$1,487.86	Total	\$1,028,114	\$65,190
HI-LAND ACRES WATER & SANIT	2.8520000	\$185.95			
RETIREMENT	0.3140000	\$20.47			
ROAD/BRIDGE	1.3000000	\$84.76			
DEVELOPMENTALLY DISABLED	0.2570000	\$16.76			
SD 27 BOND (Brighton)	20.9840000	\$1,368.16			
SD 27 GENERAL (Brighton)	35.6600000	\$2,325.03			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$6.52			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$58.68			
SOCIAL SERVICES	2.2530000	\$146.90			
Taxes Billed 2024	107.9000000	\$7,035.08			
Senior		(\$723.30)			
Net Taxes Billed for 2024		\$6,311.78			

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



LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lsc@lscdenver.com

November 14, 2024

Mr. Patrick Clancy
LDC Properties
clancy.patrick@yahoo.com

Re: Enclave at Todd Creek
Adams County, CO
LSC #240730

Dear Mr. Clancy:

Per your request, we have completed this trip generation letter for the proposed Enclave at Todd Creek development in Adams County, Colorado.

INTRODUCTION

The purpose of this letter is to estimate the trip generation potential for the currently proposed land use.

LAND USE

The site is proposed to include about 13 single-family detached dwelling units.

TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the currently proposed land use based on the rates from Trip Generation, 11th Edition, 2021 by the Institute of Transportation Engineers (ITE).

The currently proposed land use is projected to generate about 123 vehicle-trips on the average weekday, with about half entering and half exiting the site during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 2 vehicles would enter and about 7 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 8 vehicles would enter and about 5 vehicles would exit the site.

CONCLUSION

The trip generation potential of the proposed Enclave at Todd Creek development is expected to be minimal.

* * *

We trust this information will assist you in planning for the proposed Enclave at Todd Creek development.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By:  _____
Christopher S. McGranahan, P.E.
Principal/President

CSM/wc

11-14-24

Enclosures: Table 1

Table 1
ESTIMATED TRAFFIC GENERATION
Enclave at Todd Creek
Adams County, CO
LSC #240730; November, 2024

Trip Generating Category	Quantity	Trip Generation Rates ⁽¹⁾				Total Trips Generated					
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
		Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
CURRENTLY PROPOSED LAND USE											
Single-Family Detached Housing ⁽²⁾	13 DU ⁽³⁾	9.43	0.182	0.518	0.592	0.348	123	2	7	8	5

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition, 2021
- (2) ITE Land Use No. 210 - Single-Family Detached Housing
- (3) DU - Dwelling Units



DEVELOPMENT APPLICATION FORM

PROJECT NAME: THE ENCLAVE AT TODD CREEK

APPLICANT

Name(s): PATRICK CLANCY Phone #: 720-238-3083
Address: 109 PINEY CREEK LANE
City, State, Zip: ERIE, CO. 80516
2nd Phone #: Email: CLANCY.PATRICK@YAHOO.COM

OWNER

Name(s): LDC PROPERTIES LLC Phone #: SAME
Address: SAME
City, State, Zip:
2nd Phone #: Email: SAME

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

Name: TOM ACKERMAN Phone #: 303-818-2497
Address: HURST & ASSOCIATES
City, State, Zip:
2nd Phone #: Email: TOM@HURST.DESIGN

DESCRIPTION OF SITE

Address:	16880 YOSEMITE STREET
City, State, Zip:	BRIGHTON, CO. 80602
Area (acres or square feet):	15.6 ACRES
Tax Assessor Parcel Number	APN: 0157103300001
Existing Zoning:	A1
Existing Land Use:	RESIDENTIAL
Proposed Land Use:	RESIDENTIAL

Have you attended a Conceptual Review? YES ☒ NO ☐

If Yes, please list PRE#: PRE-2024-00049

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: PATRICK CLANCY Date: 2/5/25

Owner's Printed Name

Name: Patrick Clancy

Owner's Signature

The Enclave at Todd Creek narrative

- A.** Our specific intention with the Wright Property (The Enclave at Todd Creek) is to be able to sub divide the parcel into one-acre residential detached lots. This would assume that the new zoning would be RE, per the Adams County description. The current zoning is A1. The property consists of 15.6 acres of encumbrance free land.
- B.** I am currently building out the last one acre lots within the Todd Creek Meadows subdivision, which is directly to the east. The plan would be to model this subdivision to be similar to it. Since the demand for this type of lot has been strong.
- C.** Our intention for utility service would be to design per the Adams County standards. We will provide a will serve letter from the Highland Acres District for water service. Individual OWTS septic systems would be installed for each home. A storm water system would be designed with our Engineering staff.

We look forward to working with staff throughout this process.

Regards,
Patrick Clancy

THE ENCLAVE AT TODD CREEK

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION
3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO
PRELIMINARY PLAT

PURPOSE:

THE PURPOSE OF THIS PLAT IS TO CREATE 13 RESIDENTIAL LOTS AND 2 TRACTS FOR PRIVATE DRIVE AND POND PURPOSES.

DEDICATION AND OWNERSHIP CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT OWNER, L.D.C. PROPERTIES, LLC, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND SHOWN HEREIN, SITUATED IN THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 550.03 FEET OF THE NW 1/4 SW 1/4 SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, EXCEPT A PARCEL DESCRIBED AS: BEGINNING AT THE NE CORNER NW 1/4 SW 1/4 SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; THENCE WEST ALONG THE NORTH LINE SAID NW 1/4 SW 1/4 A DISTANCE OF 152.0 FEET; THENCE S 21°57' EAST, 413.0 FEET TO A POINT ON THE EAST LINE SAID NW 1/4 SW 1/4; THENCE NORTH 383.0 FEET ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING. CONTAINS 16.0 ACRES. COUNTY OF ADAMS, STATE OF COLORADO.

EXCEPT THE WEST 30 FEET THEREOF.

CONTAINING 680,174 SQUARE FEET (15.615 ACRES), MORE OR LESS.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF THE ENCLAVE AT TODD CREEK, AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE EASEMENTS AS SHOWN FOR PUBLIC UTILITIES, CABLE TV AND DETENTION POND AREAS, AND OTHER PUBLIC PURPOSES AS DETERMINED BY THE COUNTY OF ADAMS.

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 EASEMENTS 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.

EXECUTED THIS _____ DAY OF _____, 20__ A.D.

OWNER: L.D.C. PROPERTIES, LLC

BY: PATRICK CLANCY

ACKNOWLEDGMENT

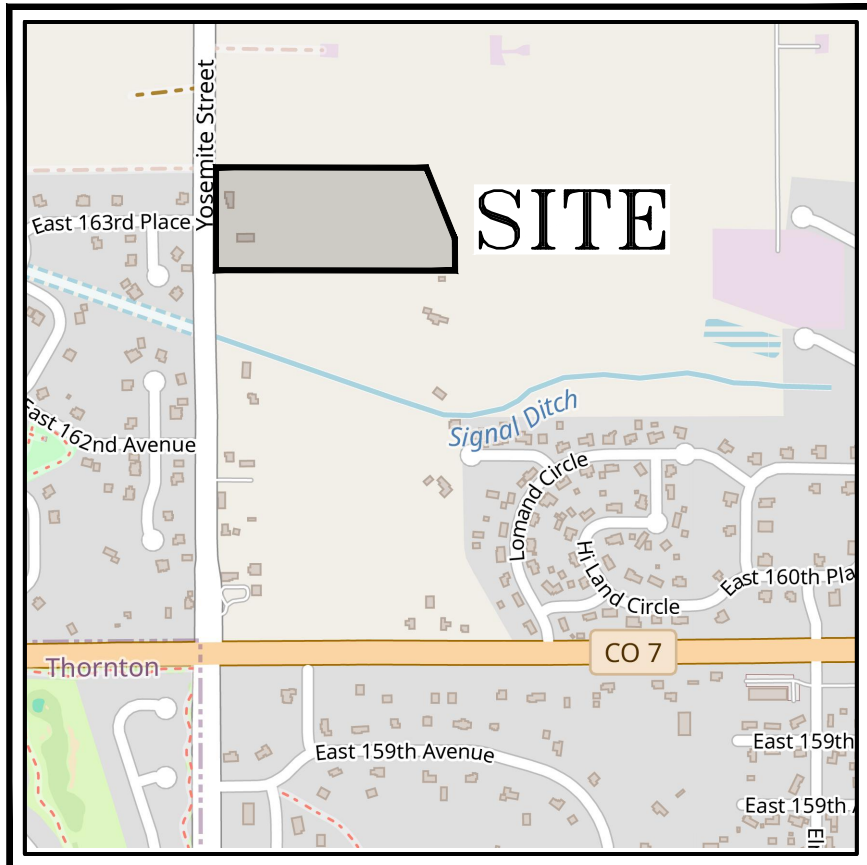
STATE OF COLORADO }
COUNTY OF _____ }SS

THE FOREGOING DEDICATION AND OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ AS MANAGER OF L.D.C. PROPERTIES, LLC.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

TRACT SUMMARY					
TRACT	AREA(SQ FT)	AREA(ACRE)	OWNERSHIP	MAINTENANCE	USE
TRACT A	67370	1.547	HOA	HOA	PRIVATE DRIVE
TRACT B	38646	0.887	HOA	HOA	DRAINAGE



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

- FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER 5501-4160695, DATED APRIL 24, 2024 AT 8:00 A.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
- THIS PRELIMINARY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
- BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3 WHICH IS ASSUMED TO BEAR NORTH 89°56'23" EAST, A DISTANCE OF 2,650.37 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3, MONUMENTED BY A 3.25-INCH ALUMINUM CAP STAMPED "T1S R67W, S4 | S3, +, S9 | S10, 2002, PLS 23027" TO THE SOUTH QUARTER CORNER OF SAID SECTION 3 MONUMENTED BY A 3.25-INCH ALUMINUM CAP STAMPED "T1S, S3, 1/4 * S10, EL 5117.95, PLS 26298", MONUMENTED AS SHOWN HEREON.
- BENCHMARK: NGS "HI LAND"-- PID: AB3295 - BRASS SURVEY MARK DISK STAMPED "HI LAND 1995" SET IN THE TOP OF A 24-INCH ROUND CONCRETE POST FLUSH WITH GROUND LEVEL. ELEV=5125. (NAVD88-GEOID18)
- EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE PRIVATE DRIVE (TRACT A) FOR ELECTRIC, GAS, TELEPHONE CABLE, AND TELECOMMUNICATION FACILITIES.

LAND USE SUMMARY TABLE			
	AREA (SQ. FT.)	AREA (ACRE)	%
GROSS AREA	680,174	15.615	100.000%
RESIDENTIAL LOTS (907)	573,558	13.167	84.325%
TRACTS (2)	106,616	2.448	15.675%
SMALLEST RESIDENTIAL LOT (LOTS 2-5)	43,612	1.001	
AVERAGE RESIDENTIAL LOT	44,120	1.013	
LARGEST RESIDENTIAL LOT (LOT 801)	46,239	1.062	

SURVEYOR'S NOTES CONTINUED:

- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT, PURSUANT TO C.R.S. 38-52-103(2). METRIC CONVERSION IS: ONE METER EQUALS 3937 / 1200 FEET.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) 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 (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LIENHOLDER CERTIFICATE

THE UNDERSIGNED HEREBY CONSENTS TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PRELIMINARY PLAT.

BY:

NAME _____ TITLE _____
STATE OF COLORADO }
COUNTY OF _____ }SS

THE FOREGOING LIENHOLDER CERTIFICATE CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____ AS _____ OF _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

MY ADDRESS IS _____

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

SURVEYOR'S STATEMENT:

I, SAMUEL L. GALLUCCI III, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF EMK CONSULTANTS, INC., TO L.D.C. PROPERTIES LLC THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING ON OR AROUND APRIL 17, 2024; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-106 "LAND SURVEY PLAT".

SAMUEL L. GALLUCCI III
COLORADO P.L.S. 38584
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.
7006 SOUTH ALTON WAY, BLDG F, CENTENNIAL, COLORADO 80112-2019

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20__.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20__.

CHAIR

PRELIMINARY PLAT

NW 1/4 OF SW 1/4 OF SEC. 3, T.1S., R.67W., 6TH P.M.
COUNTY OF ADAMS, COLORADO



EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING & SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

APPLICANT/DEVELOPER
L.D.C. PROPERTIES
LLC
109 PINEY CREEK LANE
ERIE, CO 80516
ATTN: PATRICK CLANCY

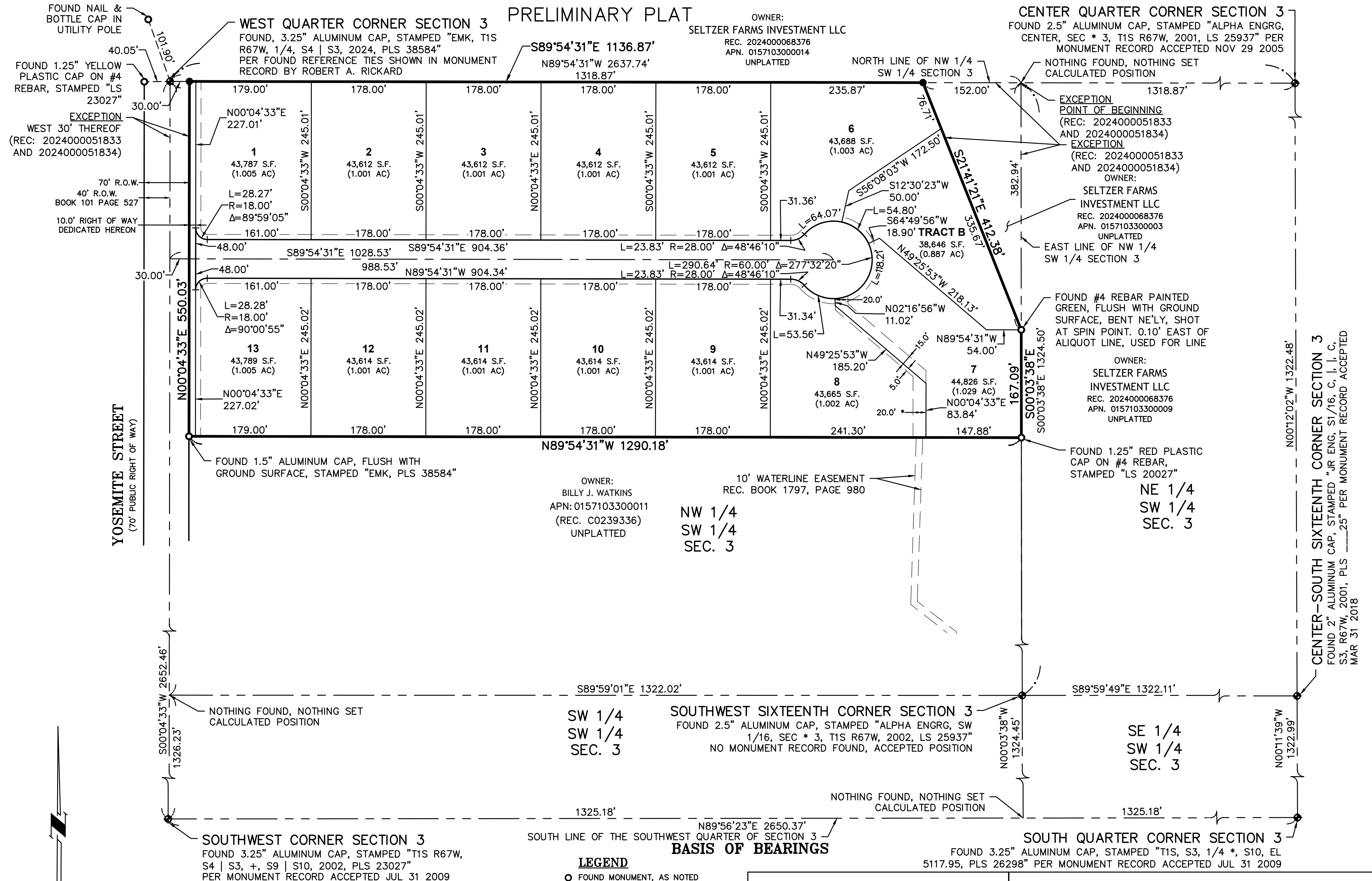
DATE: 2/10/2025
DRAWN BY: JTH
QA/QC: SLG3
SHEET MODEL
OF 2 SHEETS

JOB NO. 13429

THE ENCLAVE AT TODD CREEK

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP
1 SOUTH, RANGE 67 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO

PRELIMINARY PLAT



PRELIMINARY PLAT

NW 1/4 OF SW 1/4 OF SEC. 3, T.1S., R.67W., 6TH P.M.
COUNTY OF ADAMS, COLORADO



EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING & SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520
www.EMKC.com

APPLICANT/DEVELOPER
L.D.C. PROPERTIES
LLC
109 PINEY CREEK LANE
ERIE, CO 80516
ATTN: PATRICK CLANCY

DATE: 2/11/2025
DRAWN BY: JTH
QA/QC: SLG3
SHEET 2
OF 2 SHEETS

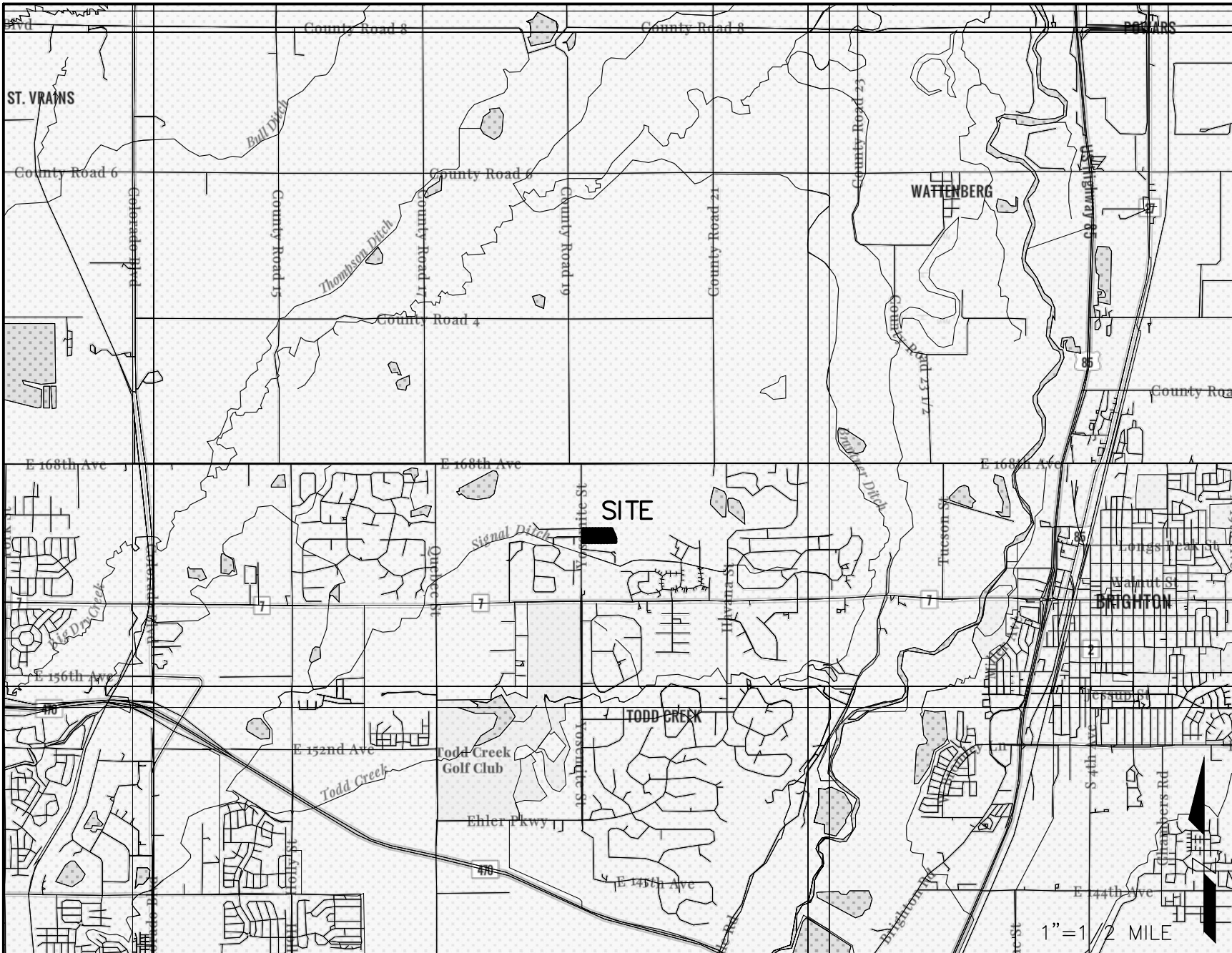
JOB NO. 13429

LEGAL DESCRIPTION:

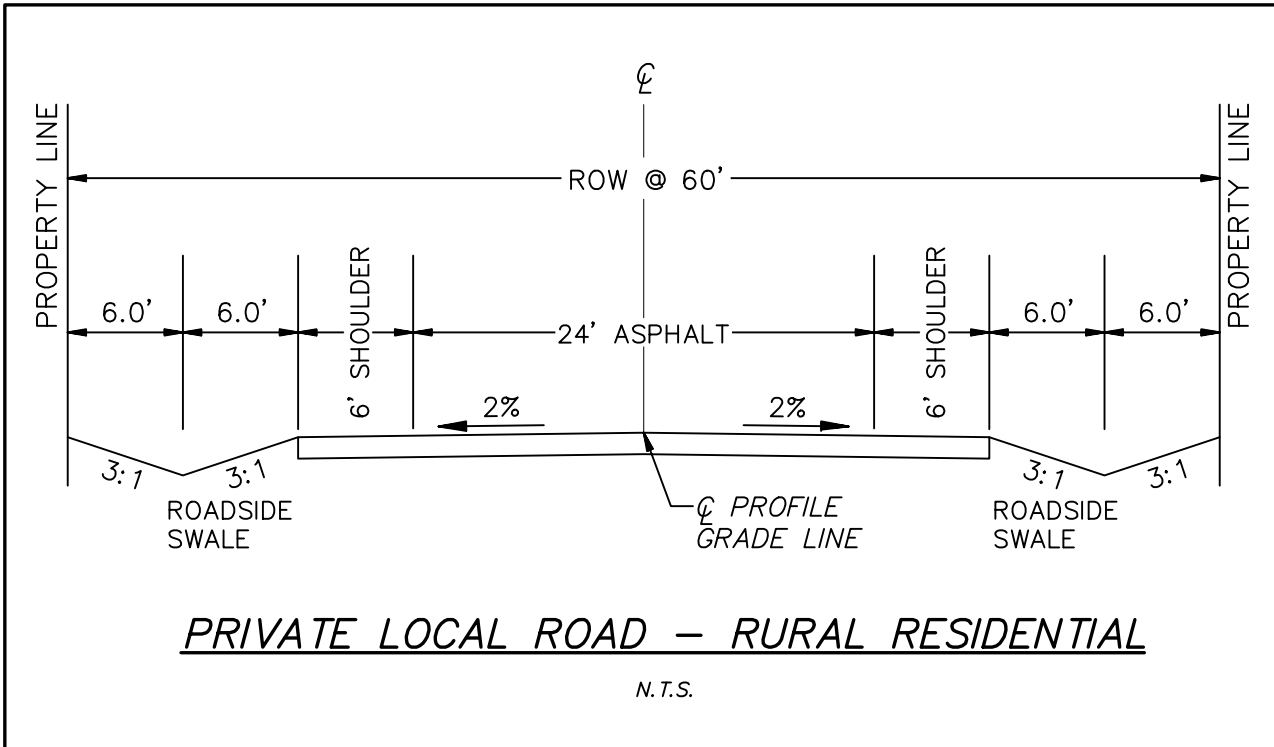
SECT,TWN,RNG:3-1-67 DESC: THE N 550/03 FT OF THE NW4 SW4 SEC 3 EXC PARC DESC BEG 152 FT W OF
NE COR NW4 SW4 TH S 21D 57M E 413 FT TO PT ON E LN SD NW4 SW4 TH N 383 FT TO POB 16/00A

THE ENCLAVE AT TODD CREEK
PRELIMINARY CONSTRUCTION PLANS

ADAMS COUNTY, COLORADO - 15.6 ACRES



VICINITY MAP



REFER TO GEOTECHNICAL REPORT FOR PAVING SECTION

OWNER
L.D.C. PROPERTIES, LLC
109 PINEY CREEK LANE
ERIE, CO 80516
ATTN: PATRICK CLANCY

APPLICANT/DEVELOPER:
PEAK 3 PROPERTIES, LLC
109 PINEY CREEK LANE
ERIE, CO 80516
ATTN: PATRICK CLANCY

ENGINEER:
HURST & ASSOCIATES, INC.
1265 S. PUBLIC ROAD, SUITE B
LAFAYETTE, CO 80026
(303) 449-9105
ATTN: TOM ACKERMAN

SURVEYOR:
EMK CONSULTANTS, INC.
7006 SOUTH ALTON WAY,
BLDG. F
CENTENNIAL, COLORADO 80112
(303) 694-1520
ATTN: SAM GALLUCCI

Sheet Index

1. Cover Sheet
2. Construction Notes
3. Existing Conditions & Demolition Plan
4. Erosion Control Plan Phase I
5. Erosion Control Plan Phase II
6. Erosion Control Plan Phase III
7. Erosion Control Notes and Details
8. Erosion Control Notes and Details
9. Erosion Control Notes and Details
10. Site & Paving Plan
11. Existing Drainage Map
12. Proposed Drainage Plan
13. Detention Pond Plan
14. Grading Plan
15. Overall Utility Plan
16. Private Local Road Plan & Profile Sta 1+00-5+50
17. Private Local Road Plan & Profile Sta 5+50-10+00
18. Private Local Road Plan & Profile Sta 10+00-12+00
19. Construction Details
20. Construction Details
21. Construction Details
22. Construction Details
23. Construction Details

NOT FOR
CONSTRUCTION

HURST

CIVIL ENGINEERING
PLANNING
SURVEYING

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO

PREPARED FOR:
PEAK 3 PROPERTIES LLC

JOB NUMBER:
2713-1

DRAWN BY: TA/JR

DESIGNED BY:

DATE: 01/17/2025

SCALE: N/A

SHEET NO:

1 OF 23

BENCHMARK

NGS "HI LAND" - PID: AB3295 - BRASS SURVEY MARK STAMPED :HI LAND 1995
SET IN THE TOP OF A 24-INCH ROUND CONCRETE POST .
ELEV=5125. (NAVD88-GEOID18)

TODD CREEK VILLAGE METROPOLITAN VILLAGE NOTE

3.1 Potable Water System

3.1.1 Design/Sizing

Potable Water Mains shall be designed to meet the most stringent of the following two conditions:

- Maximum hourly demand with pressures not less than 40 psi at any point of the distribution system, or
- Maximum daily demand rate plus fire flow demand (as determined by ISO guidelines) with delivery pressures of not less than 20 psi at the hydrant.

The normal minimum size Potable Water Main shall be a minimum of 8" for short looped lines in single-family residential areas.

Potable Water Main sizing and connections shall be reviewed with the District Engineer prior to final detailing and drafting. The systems shall be designed to maximize interconnections and strengthening of the District's Potable Water System. Where certain lines may also have a transmission function, in the opinion of the District, the District may direct that such lines be oversized, and the Developer's Engineer shall so design the system.

Potable Water pipelines shall have a minimum cover of four and one-half (4.5) feet. Potable Water pipelines shall not be placed deeper than 8 feet without approval by the District.

Regulations normally require a 10-foot minimum horizontal separation between Potable Water Mains, Non-Potable Water Mains, and Sewer Mains. When located in public streets, Potable Water pipelines shall normally be located as shown in the applicable appended detail drawing(s). Whenever a crossing must occur where a Non-Potable Water Main or Sewer Main passes within 10 feet horizontally of a Potable Water Main, and where the Potable Water Main is not at least 24" vertically clear above the

Non-Potable Water Main or Sewer Main, special construction will be required in accordance with the applicable appended detail drawing(s).

3.1.2 Pipeline Material

All Potable Water Mains 16" and smaller shall be Blue C900 PVC with hub joints. Bore lines and lines over 16" will be HDPE. HDPE will be wrapped in blue wrap and tracer wire for identification purposes. All fittings will be approved by the District.

3.1.3 Buried Valves

Valves 12" and smaller shall be non-rising stem, bronze mounted gate valves with mechanical joint ends conforming to AWWA C500. Valves shall have 2" square operating nuts and open left (counterclockwise rotation). Valves shall be Muelleror approved equal. All valves on Potable Water Mains that are deeper than 4.5' from the surface shall have risers installed to bring the valve nut to within 4.5' of the surface.

3.1.4 Valve Boxes

Each buried valve shall be provided with a cast iron valve box and round cover. The box shall have a minimum inside diameter of 5¼" and be adjustable in length and of the screw type. The word "WATER" shall be cast on the cover. Valve boxes shall be Tyler, Clow, or approved equal. Valve boxes shall allow for at least 3" additional extension above the level required for the final grade at the time of installation. All valves in the system must be open-left. Open-right valves will not be allowed.

3.1.5 Pipeline Installation

Potable Water pipelines shall be installed in a thorough and workmanlike manner in accordance with the design documents that have been approved by the District. The minimum bedding and backfill requirements for pipelines and appurtenances shall be as shown on the appended detail drawing W-7 and W-8.

Tracer wire installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating. Color shall be "blue" for domestic water (potable) pipelines and "purple" for raw water (non-potable) pipelines. Manufactured by Copperhead Industries part number 1230-SF, or approved equal.

All Potable Water pipeline fittings (i.e. bends, tees, plugs, and caps) shall be installed with concrete thrust blocks adequately designed for the specific application. Thrust blocks shall be cast-in-place from concrete having a minimum compressive strength of 3,000 psi. Alternate means of thrust restraint may be considered and approved for use where proven to provide similar restraint. Supplemental restraint may also be used where the Engineer believes the soil bearing pressures to be inadequate, or is concerned about subsequent movement.

3.1.6 Fire Hydrants

Fire hydrants shall be located as required by the District and as approved by the relevant fire protection district. The Owner/Developer shall be required to obtain the approval from the relevant fire protection district for fire hydrant locations. Fire hydrants shall be installed in accordance with the applicable appended detail drawing(s).

Fire hydrants shall be of the dry barrel type and conform with AWWA C502. Hydrants shall have a 5¼" main valve, two 2½" hose connections, and one 4½" pumper connection. Hydrants shall have 6" mechanical joint connections and a safety traffic flange. Fire hydrants shall be Mueller Centurion No. A-423 and painted yellow. Fire hydrants in the system must be open-left.

3.1.7 Air Relief and Vacuum Relief Valves

Air/Vac relief valve will be placed at high points in the main line as deemed necessary by the District Engineer.

3.1.8 Pressure Testing

All finished Potable Water pipelines, after reaction blocking is in place, shall be pressure and leakage tested at not less than 150 psi.

No Potable Water pipeline installation will be acceptable until the leakage is less than the amount computed by the following formula:

$$L = \frac{SD(P)0.5}{133,200}$$

L = Allowable leakage in gallons (per hour) S = Tested length of pipe (feet)
D = Nominal diameter of pipe, inches
P = Average Test pressure during the test, psi

3.1.9 Disinfection

All Potable Water pipeline shall be disinfected in accordance with AWWA C601 after all construction work has been completed. Chlorine shall be added to the water at the necessary locations in the amount to form a 50 ppm free chlorine residual. The Chlorine solution shall be left in the Potable Water pipelines for not less than 24 hours, during which time all valves and fire hydrants shall be operated in order to disinfect the appurtenances. After that length of time, the chlorine residual of the solution, at any place in the Potable Water System, shall not be less than 10 ppm. All chlorination work must be done under the supervision of the District. At the end of 24 hours, a bacteriological test is to be performed by the District to ensure adequate disinfection. Disinfection water will then be removed and dechlorinated prior to the final connection.

3.1.10 Sample Stations

Sample stations will be required every 3,000 feet and at each dead end.

3.1.11 Blow-offs

Blow-offs will be required at each dead end and will be a Mueller fire hydrant or an auto flush blow-off if approved by the District.

3.2 Non-Potable Water System

The minimum standards for Non-Potable Water Systems shall be similar to those given in Section 3.2 of these Facilities Construction and Technical Standards for Potable Water Systems except as otherwise provided in this Section 3.3.

3.2.1 Design/Sizing

Non-Potable Water Main sizing shall be to deliver not less than 40 psi dynamic pressure and not less than 8" at the Non-Potable Water Main during peak flow rate (demand) conditions. The Non-Potable Water System will not be designed to provide any fire protection flows.

3.2.2 Pipeline Materials

Non-Potable Water pipeline shall be purple and shall conform with AWWA C900, 150 minimum pressure class (for 12" and smaller PVC mains). Bore lines and 12" or larger will be HDPE. HDPE will be wrapped in purple wrap for identification.

3.2.3 Valve Boxes

Each buried valve shall be provided with a cast iron valve box and triangular cover. The box shall have a minimum inside diameter of 5¼" and be adjustable in length and of the screw type. The word "RRIG" shall be cast on the cover. Valve boxes shall be Tyler, Clow, or approved equal. Valve boxes shall allow for at least 3" additional extension above the level required for final grade at the time of installation.

3.2.4 Pipeline Installation

Non Potable Water pipelines shall be installed in a thorough and workmanlike manner in accordance with the design documents that have been approved by the District. The minimum bedding and backfill requirements for pipelines and appurtenances shall be as shown on the appended detail drawing W-7 and W-8.

Tracer wire installation: direct burial #12 AWG Solid (0.0808" diameter), steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 volt rating. Color shall be "blue" for domestic water (potable) pipelines and "purple" for raw water (non-potable) pipelines. Manufactured by Copperhead Industries part number 1230-SF, or approved equal.

All Non Potable Water pipeline fittings (i.e. bends, tees, plugs, and caps) shall be installed with concrete thrust blocks adequately designed for the specific application. Thrust blocks shall be cast-in-place from concrete having a minimum compressive strength of 3,000 psi. Alternate means of thrust restraint may be considered and approved for use where proven to provide similar restraint. Supplemental restraint may also be used where the Engineer believes the soil bearing pressures to be inadequate, or is concerned about subsequent movement.

3.2.5 Warning Notification

All Non-Potable Water pipelines shall be installed with warning tapes or with the warning printed directly onto the pipeline and 10GA coated copper tracer wire. Warning tapes shall be installed directly on top of the pipeline longitudinally and shall be centered. The tracer wire shall be taped to the pipeline. Acceptable tape or printing directly on the pipeline shall state: "NON-POTABLE LINE - DO NOT DRINK."

3.2.6 Fire Hydrants

Non-potable fire hydrants shall be of the dry barrel type and conform with AWWA C502. Hydrants shall have a 5¼" main valve, two 2½" hose connections, and one 4½" pumper connection. Hydrants shall have 6" mechanical joint connections and a safety traffic flange. Fire hydrants shall be Mueller Centurion No. A-423 and painted purple. These hydrants will be installed every 2,000 feet. A 3' clearance will be maintained around all hydrants. A typical fire hydrant installation is attached as appended detail drawing W-5 and W-53.

3.2.7 Air Relief and Vacuum Relief Valves

Air/Vac relief valve will be placed at high points in the main line as deemed necessary by the District Engineer.

3.2.8 Blow-offs

Blow-offs will be required at each dead end and will be a Mueller fire hydrant painted purple or an auto flush blow-off if approved by the District. A typical blow-off installation is attached as appended detail drawing W-9A.

ADAMS COUNTY NOTES

GENERAL NOTES

1. THE TERM MUNICIPALITY REFERS TO THE ADAMS COUNTY.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MUNICIPALITY AND SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD DETAILS AND SPECIFICATIONS FOR CONSTRUCTION. ALL WORK NOT COVERED IN THE CONTRACT DOCUMENTS AND MUNICIPAL STANDARD DETAILS AND SPECIFICATIONS FOR CONSTRUCTION SHALL BE GOVERNED BY ADAMS COUNTY STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. EXISTING UTILITY LOCATIONS SHOWN ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. EXISTING UTILITIES SHOWN HAVE BEEN BASED ON AVAILABLE RECORD DRAWINGS AND SURFACE APPURTENANCE FIELD TIES ONLY. SOME UTILITY LINES AND SURFACE LOCATIONS MAY NOT BE SHOWN. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL FIELD LOCATIONS AND PROTECTION OF EXISTING UTILITIES WHETHER SHOWN OR NOT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING UTILITIES WHETHER SHOWN OR NOT, DAMAGED BY THE CONTRACTOR'S ACTIVITIES. DIFFERENCES IN HORIZONTAL OR VERTICAL LOCATIONS OF EXISTING UTILITIES SHALL NOT BE BASIS FOR ADDITIONAL COMPENSATIONS TO THE CONTRACTOR.
4. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY MONUMENTATION AND PRIMARY CONTROL. ANY SUCH POINTS WHICH THE CONTRACTOR BELIEVES WILL BE DESTROYED SHALL HAVE OFFSET POINTS ESTABLISHED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MONUMENTATION DESTROYED BY THE CONTRACTOR SHALL BE REESTABLISHED AT CONTRACTORS EXPENSE BY A REGISTERED PROFESSIONAL LAND SURVEYOR.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO: A.) PREVENT ANY DAMAGES TO PRIVATE PROPERTY AND PROPERTY OWNER'S POLES, FENCES, SHRUBS, ETC. B.) PROTECT ALL UNDERGROUND UTILITIES. C.) NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO EXCAVATION IN ACCORDANCE WITH COLORADO LAW. D.) FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES IN THE VICINITY OF CONSTRUCTION ACTIVITIES PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ENGINEER OF ANY UNIDENTIFIED POTENTIAL CONFLICTS THAT MAY EXIST BETWEEN THE EXISTING UTILITIES AND CONSTRUCTION PLANS.
6. ANY DAMAGES THAT MAY OCCUR TO REAL PROPERTY OR EXISTING IMPROVEMENTS, INCLUDING EXISTING PRIVATE AND PUBLIC LANDSCAPE IRRIGATION SYSTEMS, SHALL BE RESTORED BY THE CONTRACTOR TO AT LEAST THE SAME CONDITION THAT THE REAL PROPERTY OR EXISTING IMPROVEMENT WERE IN PRIOR TO THE DAMAGES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR THE ADJUSTMENT OF SPRINKLER HEADS TO FINAL GRADE AND RELOCATION IF NECESSARY.
7. THE CONTRACTOR SHALL MAINTAIN DRAINAGE AT ALL TIMES DURING CONSTRUCTION. THE PONDING OF WATER IN STREETS, DRIVES, TRENCHES, ETC, WILL NOT BE ALLOWED. THE CONTRACTOR SHALL MAINTAIN EXISTING DRIVEWAYS ACCESS AT ALL TIME.
8. THE CONTRACTOR SHALL MAINTAIN EXISTING SANITARY SEWER AND WATER SERVICES AT ALL TIMES DURING CONSTRUCTION.
9. AREAS OF THE SITE THAT WILL UNDERLIE FILL SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES. FILL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES IN UNCOMPACTED THICKNESS. ALL FILL MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT FROM -3% TO +1% OF OPTIMUM OR PER GEOTECH RECOMMENDATION. FIELD DENSITY TESTS PER MUNICIPAL REQUIREMENTS.
10. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION. THE CONTRACTOR SHALL PROVIDE DETAILED PLANS AND SPECIFICATION FOR TRENCH SAFETY SYSTEMS THAT COMPLY WITH APPLICABLE LAWS GOVERNING EXCAVATION. THESE PLANS SHALL BE SEALED BY AN ENGINEER EXPERIENCED IN THE DESIGN OF TRENCH SAFETY SYSTEM, REGISTERED IN THE STATE OF COLORADO. THE CONTRACTOR SHALL SUBMIT COMPLETED TRENCH SAFETY PLANS TO THE MUNICIPALITY PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION SAFETY AND HEALTH REGULATIONS".
11. WORK MAY NOT BE BACKFILLED OR COVERED UNTIL IT HAS BEEN INSPECTED BY THE MUNICIPALITY.
12. ALL EXCAVATION ON THE PROJECT IS UNCLASSIFIED.
13. ALL CURB AND GUTTER SHALL BE INTEGRAL WITH THE CONCRETE PAVEMENT.
14. CONTRACTOR SHALL COORDINATE THE PROTECTION OF EXISTING FRANCHISE UTILITIES AND APPURTENANCES INCLUDING EXISTING UTILITY POLES IN THE VICINITY OF CONSTRUCTION OPERATIONS WHETHER UTILITIES ARE SHOWN ON PLANS OR NOT. ANY DAMAGE INCURRED TO EXISTING FRANCHISE UTILITIES, APPURTENANCES, UTILITY POLES, LIGHT STANDARDS, ETC., BY CONSTRUCTION RELATED ACTIVITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
15. THE CONTRACTOR SHALL LOCATE AND RECORD EXISTING IRRIGATION SYSTEMS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TEMPORARILY REMOVE AND CAP IRRIGATION SYSTEM AS NECESSARY FOR CONSTRUCTION AND SHALL REPLACE THE PORTION REMOVED WITH EQUIVALENT SYSTEMS. CONTRACTOR SHALL COORDINATE ANY IRRIGATION WORK WITH THE MUNICIPALITY AND PROPERTY OWNER'S REPRESENTATIVES.
16. THE CONTRACTOR MUST CEASE ALL CONSTRUCTION OPERATIONS IMMEDIATELY IF A SUSPECTED ARCHEOLOGICAL OBJECT/ARTIFACT IS UNCOVERED DURING CONSTRUCTION. THE CONTRACTOR MUST IMMEDIATELY CONTACT THE COLORADO HISTORICAL COMMISSION AND THE MUNICIPALITY. PROJECT WORK WILL NOT COMMENCE UNTIL PROPER PERMITS ARE IN PLACE AND PROVIDED TO THE MUNICIPALITY.
17. ALL PAVING DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL HANDICAPPED ACCESSIBILITY REQUIREMENTS INCLUDING SIGNAGE, TEXTURES, COLORING, MARKINGS, AND SLOPES OF ADA/TAS 2012 ACCESSIBLE ROUTES & RAMPS, AND PARKING SPACES.
19. ALL PIPE LENGTHS MEASURED FROM STATION TO STATION BASED ON THE CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
20. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES ARISE.

GENERAL CONSTRUCTION NOTES

1. A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. TO SCHEDULE A PRE-CONSTRUCTION MEETING CONTACT THE ADAMS COUNTY CONSTRUCTION INSPECTOR SUPERVISOR AT 720-523-6965.
2. ALL CONCRETE CURB, GUTTER AND WALK MUST BE POURED MONOLITHICALLY USING 4,500 PSI CONCRETE WITH FIBER MESH.
3. ALL MATERIAL SUBMITTALS MUST BE APPROVED, STAMPED AND SIGNED, BY THE ENGINEER OF RECORD, AND SUBMITTED TO THE ADAMS COUNTY CONSTRUCTION INSPECTOR FOR APPROVAL PRIOR TO CONSTRUCTION/INSTALLATION.
4. THE CONTRACTOR IS REQUIRED TO SUBMIT COPIES OF ALL CONCRETE AND ASPHALT TICKETS TO THE ADAMS COUNTY CONSTRUCTION INSPECTOR.
5. THE CONTRACTOR IS RESPONSIBLE FOR ALL QUALITY CONTROL TESTING AND IS REQUIRED TO SUBMIT ALL TEST RESULTS TO THE ADAMS COUNTY CONSTRUCTION INSPECTOR.
6. THE CONTRACTOR IS REQUIRED TO REMOVE A MINIMUM OF TWO (2) FEET OF EXISTING ASPHALT FOR ALL CURB AND GUTTER REPLACEMENT.
7. ALL UTILITY CUTS IN EXISTING STREETS ARE REQUIRED TO BE BACKFILLED WITH FLOWFILL AND PATCHED WITH A MINIMUM OF 9-INCH ASPHALT PATCH.
8. A COPY OF THE GEOTECHNICAL REPORT SPECIFYING THE PAVEMENT THICKNESS DESIGN MUST BE SUBMITTED FOR REVIEW.
9. PERMITS WILL BE REQUIRED FOR THE INSTALLATION OF ALL UTILITIES. THE DEVELOPER/CONTRACTOR/ENGINEER MUST SUPPLY THE LINEAL FOOTAGES AND THE NUMBER OF SERVICE CUTS REQUIRED FOR ALL UTILITIES.
10. PERMITS WILL BE REQUIRED FOR THE INSTALLATION OF ALL CONCRETE AND ASPHALT FACILITIES. PRIOR TO THE ISSUANCE OF THESE PERMITS, THE DEVELOPER/CONTRACTOR/ENGINEER MUST SUPPLY THE SQUARE YARDAGE/SQUARE FOOTAGES OF ALL CONCRETE AND ASPHALT BEING INSTALLED.
11. THE SIA MUST BE COMPLETED WITH APPROPRIATE COLLATERAL, ALONG WITH THE PROPOSED PLAT, PRIOR TO THE ISSUANCE OF ANY ROW ACCESS/CONSTRUCTION PERMIT.
12. NO C.O.'S WILL BE ISSUED FOR ANY BUILDING CONSTRUCTION UNTIL ALL ROW IMPROVEMENTS HAVE BEEN COMPLETED AND HAVE BEEN GRANTED PRELIMINARY ACCEPTANCE.
13. UPON COMPLETION OF ALL CONSTRUCTION, A DRAINAGE CERTIFICATION LETTER, AND APPROPRIATE AS-BUILT CONSTRUCTION DRAWINGS AND INFORMATION WILL BE REQUIRED. THIS LETTER WILL BE STAMPED AND SIGNED BY THE ORIGINAL DESIGN ENGINEER.

GENERAL NOTES FOR PAVING IMPROVEMENTS

14. THE SUB GRADE SHALL BE PROOF ROLLED AND OBSERVED BY THE CONSTRUCTION INSPECTOR PRIOR TO AND AFTER SUB-GRADE STABILIZATION.
15. INDIVIDUAL WATER AND SEWER SERVICES AND WATER VALVES SHALL BE MARKED IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
16. THE CONTRACTOR SHALL PROCEED WITH PAVING NO MORE THAN SEVENTY-TWO (72) HOURS AFTER DENSITY/MOISTURE TESTS HAVE BEEN TAKEN AND PASSED BY A REGISTERED TESTING FIRM. COPIES OF THE TEST RESULTS SHALL BE FURNISHED TO THE MUNICIPALITY. IN THE EVENT PAVING OPERATIONS HAVE NOT COMMENCED WITHIN THE SEVENTY-TWO (72) HOUR LIMIT, A RETEST SHALL BE REQUIRED AT THE CONTRACTOR'S EXPENSE.
17. MANHOLE RIM ELEVATIONS, CLEAN-OUTS, VALVE BOXES, FIRE HYDRANTS, ETC. SHALL BE ADJUSTED TO FINISHED GRADE BY THE PAVING CONTRACTOR AT THE TIME OF PAVING.
18. THE PAVING CONTRACTOR SHALL INSTALL A BLUE REFLECTOR IN THE STREET OR FIRE LANE CENTERLINE AT THE LOCATION OF EACH FIRE HYDRANT.
19. THE CONTRACTOR SHALL PREPARE ALL TRAFFIC CONTROL PLANS AND SUBMIT TO THE MUNICIPALITY PRIOR TO THE ISSUANCE OF ANY CONSTRUCTION PERMITS FOR WORK WITHIN THE MUNICIPALITY. THE PLAN SHALL BE PREPARED IN ACCORDANCE WITH THE CURRENT EDITION OF THE M.U.T.C.D AND AS MODIFIED BY THE CDOT SUPPLEMENT TO THE M.U.T.C.D. THE PLAN SHALL ADDRESS THE REQUIREMENTS FOR ALL SIGNS, BARRICADES, FLAGMEN, LIGHTS, HOURS OF CONSTRUCTION, AND OTHER DEVICES AS NECESSARY FOR SAFE TRAFFIC CONTROL.
20. CONCRETE SEALANT TO BE PER THE MUNICIPALITIES STANDARDS.

ADAMS COUNTY NOTES - CONTINUED

PROJECT GENERAL NOTES

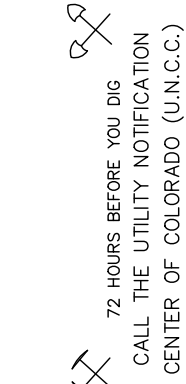
1. THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) MUST APPROVE ANY WORK TO BE DONE IN THE STATE HIGHWAY RIGHT-OF-WAY. AN APPLICATION AND APPROPRIATE PLANS MUST BE SUBMITTED TO THE MUNICIPALITY AND THE MUNICIPALITY WILL SUBMIT THE APPLICATION TO CDOT FOR REVIEW AND APPROVED BY THE MUNICIPALITY WHERE THE WORK WILL BE PERFORMED.
2. THE LOCATION OF UNDERGROUND FACILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND FACILITIES. IF THE EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
3. WHERE EXISTING UTILITIES, SERVICE LINES OR IRRIGATION LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES, SERVICE LINES OR IRRIGATION LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENTS.
4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS." VOL. 29, SUBPART P, PG. 128-137, AND ANY AMENDMENTS THERETO. THE CONTRACTOR SHALL PREPARE AND IMPLEMENT A TRENCH SAFETY PLAN FOR THIS PROJECT.
5. THE CONTRACTOR SHALL RESTORE ALL AREAS, ONSITE AND OFFSITE, DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO: TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE SWALES, STAGING AREAS, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE DRAWINGS, RESTORATION SHALL INCLUDE HYDROMULCHING ALL DISTURBED AREAS WITH A SLOPE OF LESS THAN 20% AND SODDING AREAS WITH A SLOPE OF 20% (1:5) OR GREATER. ESTABLISHMENT OF GRASS THROUGH PROPER WATERING IS LEFT UP TO THE CONTRACT'S MEANS AND METHODS, UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE/IRRIGATION DRAWINGS.
6. THE CONTRACTOR SHALL KEEP RECORDS FOR AS-BUILTS DRAWINGS AND SHALL SUBMIT MARK-UPS TO THE MUNICIPALITY INSPECTOR PRIOR TO SCHEDULING A FINAL WALK-THROUGH INSPECTION.
7. PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH REPRESENTATIVES FROM ALL CONTRACTORS, THE ENGINEER, AND THE MUNICIPALITY.
8. ALL CONSTRUCTION MUST ADHERE TO THE TREE PRESERVATION REQUIREMENTS OF THE MUNICIPALITY.
9. THE CONTRACTOR, AND HIS AGENTS, AND SUB-CONTRACTOR, ARE COMPLETELY RESPONSIBLE FOR THE VERIFICATION OF THE ACCURACY OF THE DIMENSION CONTROL FURNISHED HEREIN. THE OWNER, ENGINEER AND THEIR AGENTS, ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE COORDINATES FURNISHED. THE CONTRACTOR IS REQUIRED TO VERIFY ALL COORDINATES FOR ACCURACY AND CONFIRM THE LOCATIONS OF ALL UTILITIES TO BE CONSTRUCTED, BOTH HORIZONTAL AND VERTICALLY. DISCREPANCIES FOUND BY THE CONTRACTOR SHALL BE REPORTED, IN WRITING, TO THE OWNER IMMEDIATELY FOR RECONCILIATION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL PREPARE, IMPLEMENT AND MAINTAIN THE SWPPP IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT TCEQ AND NPDES GENERAL PERMIT AS DESCRIBED IN THE FEDERAL REGISTER, PAGES 36489 THROUGH 36519.

GENERAL NOTES FOR STORM DRAIN IMPROVEMENTS

1. ALL STORM SEWER AND CULVERT PIPE AND FITTINGS SHALL BE ASTM C76, CLASS III REINFORCED CONCRETE PIPE (RCP), INSTALLED WITH COMPRESSIVE TYPE JOINTS UNLESS NOTED OTHERWISE.
2. AFTER COMPLETION OF ALL STORM SEWER INSTALLATION, THE CONTRACTOR SHALL ENSURE THAT ALL DEBRIS AND SILTATION HAS BEEN REMOVED.
3. ALL PUBLIC CURB INLETS ARE TO BE CAST IN PLACE.

MISCELLANEOUS NOTES AND CONSTRUCTION ITEMS

1. ALL EXISTING MAILBOXES IN CONFLICT WITH THE PROPOSED IMPROVEMENTS SHALL BE RELOCATED AND REPLACED WITH AN EQUIVALENT MAILBOX AT NO COST UNLESS SPECIFIED AS A BID ITEM.



DATE	REVISIONS	NO











NOT FOR
CONSTRUCTION

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING
HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO
CONSTRUCTION NOTES
PREPARED FOR:
PEAK 3 PROPERTIES, LLC

JOB NUMBER:	2713-1
DRAWN BY:	TA/JR
DESIGNED BY:	TA
DATE:	01/17/2025
SCALE:	N/A
SHEET NO:	2 OF 23

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

LEGEND	
----	Existing Waterline
-----	Existing Sewerline
	Existing Stormline
	Existing Gas Line
	Ex. Underground Electric
	Ex. Overhead Electric
	Existing Fiber Optic
	Existing Telephone Line
	Existing Cable TV Line
	Existing Fire Hydrant
	Street Light
	Existing Contours



LAST SAVED: 1/17/2025 2:21 PM

G:\27131\CONST\XCOND-27131.dwg

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO

EXISTING CONDITIONS & DEMOLITION PLAN

PREPARED FOR
PEAK 3 PROPERTIES, LLC

JOB NUMBER:	2713-1
DRAWN BY:	TA
DESIGNED BY:	
DATE:	01/17/2025
SCALE:	1"=50'
SHEET NO:	3 OF 23

THE ENCLAVE AT TODD CREEK
PHASE 1 EROSION CONTROL PLAN

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

LEGEND			
	Surface Flow Direction		Street Sweeping
	Existing Contours		Concrete Washout Area
	Stormline		Vehicle Tracking Control
	Silt Fence		Culvert Inlet Protection
	Staging Area		LIMITS OF CONSTRUCTION
	Seeding & Mulching Area		

SELTZER FARMS, INC.

SELTZER FARMS, INC.

SELTZER FARMS, INC.

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO

PHASE 1

EROSION CONTROL PLAN

PEAK 3 PROPERTIES, LLC

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

NOT FOR
CONSTRUCTION

REVISIONS

DATE

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (1.800.4.A.S.A.)

811

LAST SAVED: 1/17/2025 1:17 PM

G:\27131\CONST\PH1-ECP-27131.dwg

LOT 60

LOT 59
TODD CREEK
MEADOWS

EAST 163RD PLACE

LOT 1

YOSEMITE STREET

SECTION LINE

EX. POWER POLE

EX. POWER POLE

EX. POWER POLE

EX. POWER POLE

EX. POWER POLE

EX. POWER POLE

EX. CULVERTS
(TO BE REMOVED)

EX. RESIDENCE
(TO BE REMOVED)

INSTALL VEHICLE
TRACKING PAD
(50'X24')

EX. BLDGS
(TO BE REMOVED)

EX. BLDG
(TO BE REMOVED)

EXISTING FENCE & OVERHEAD
ELECTRIC ALONG PROPERTY LINE

EX. BLDG

EX. BLDG

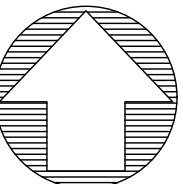
EX. RESIDENCE

END SILT FENCE

BEGIN SILT FENCE

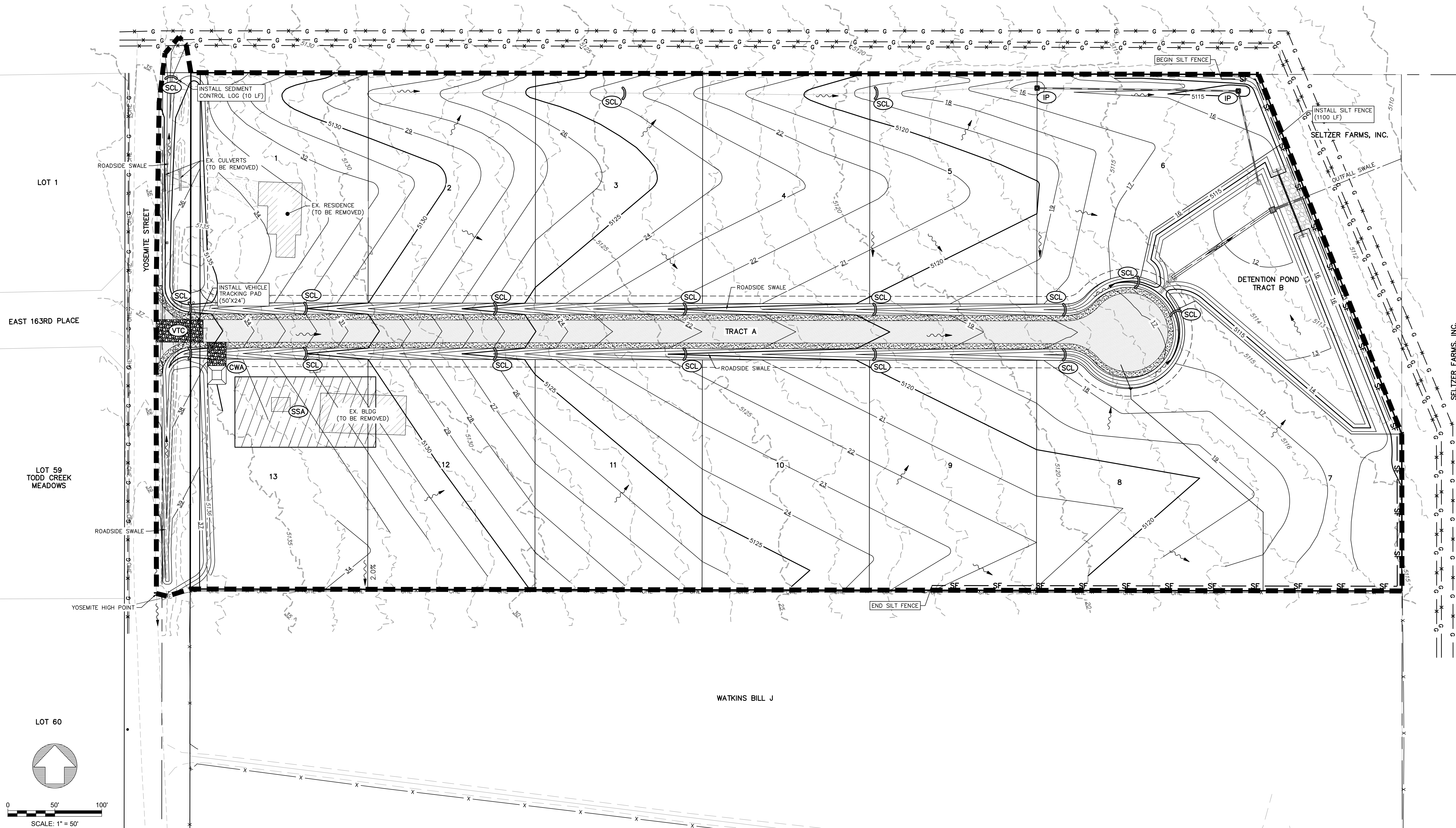
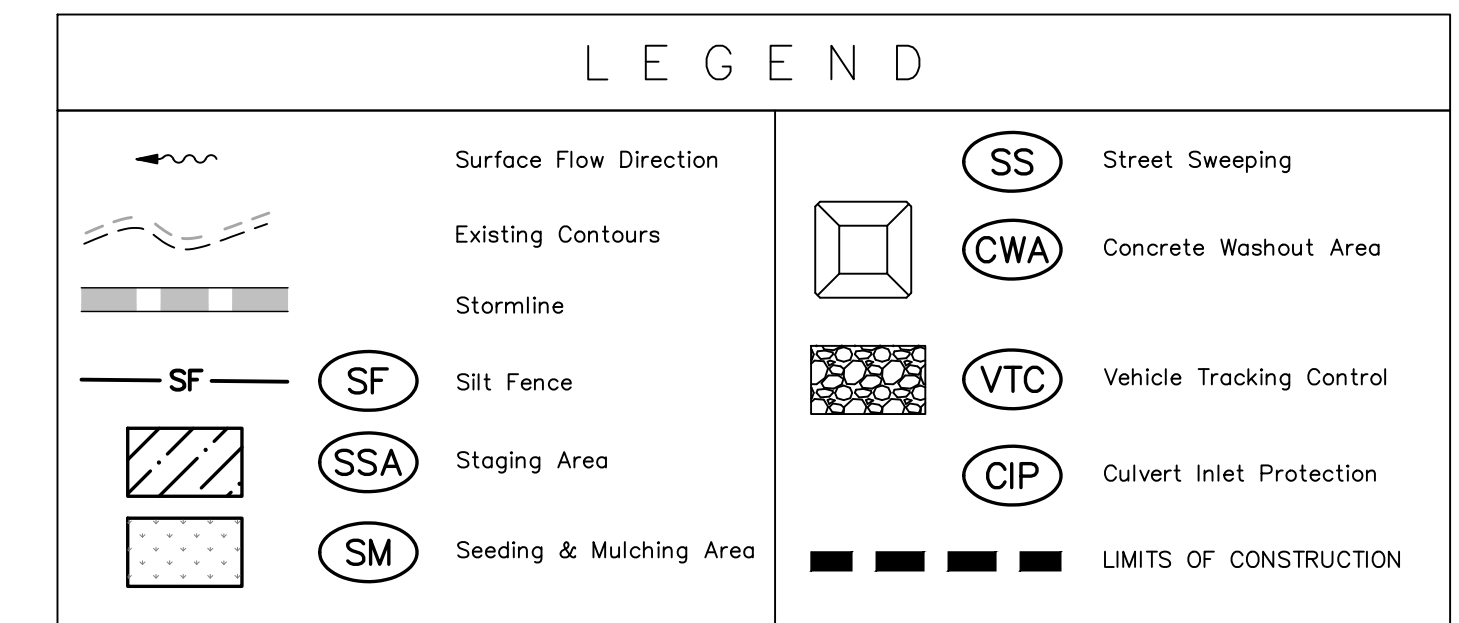
INSTALL SILT FENCE
(500 LF)

0 50' 100'
SCALE: 1" = 50'



LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

SELTZER FARMS, INC.



72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)

[illegible]

NOT FOR
CONSTRUCTION

...T & ASSOCIATES, INC.
S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

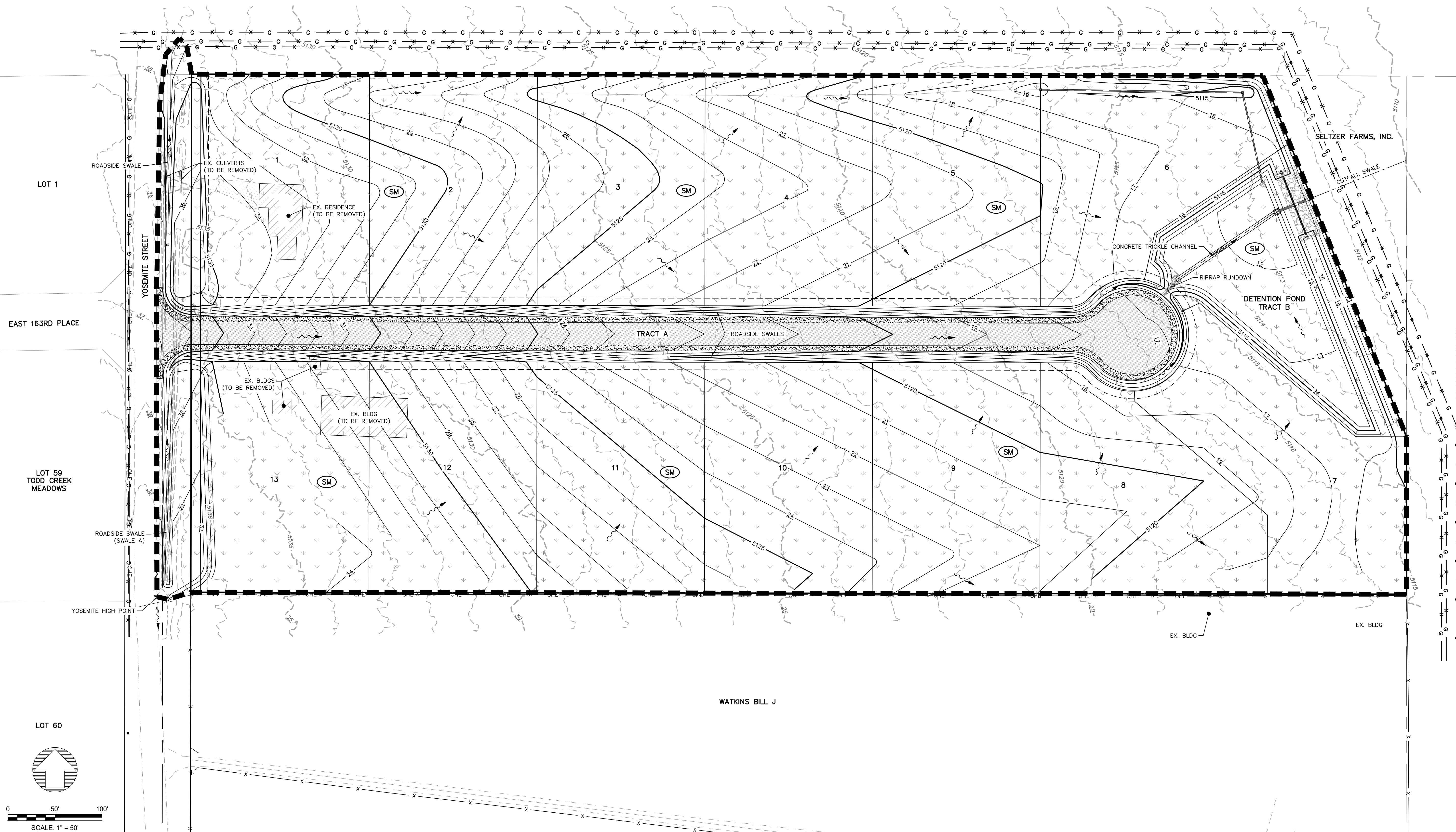
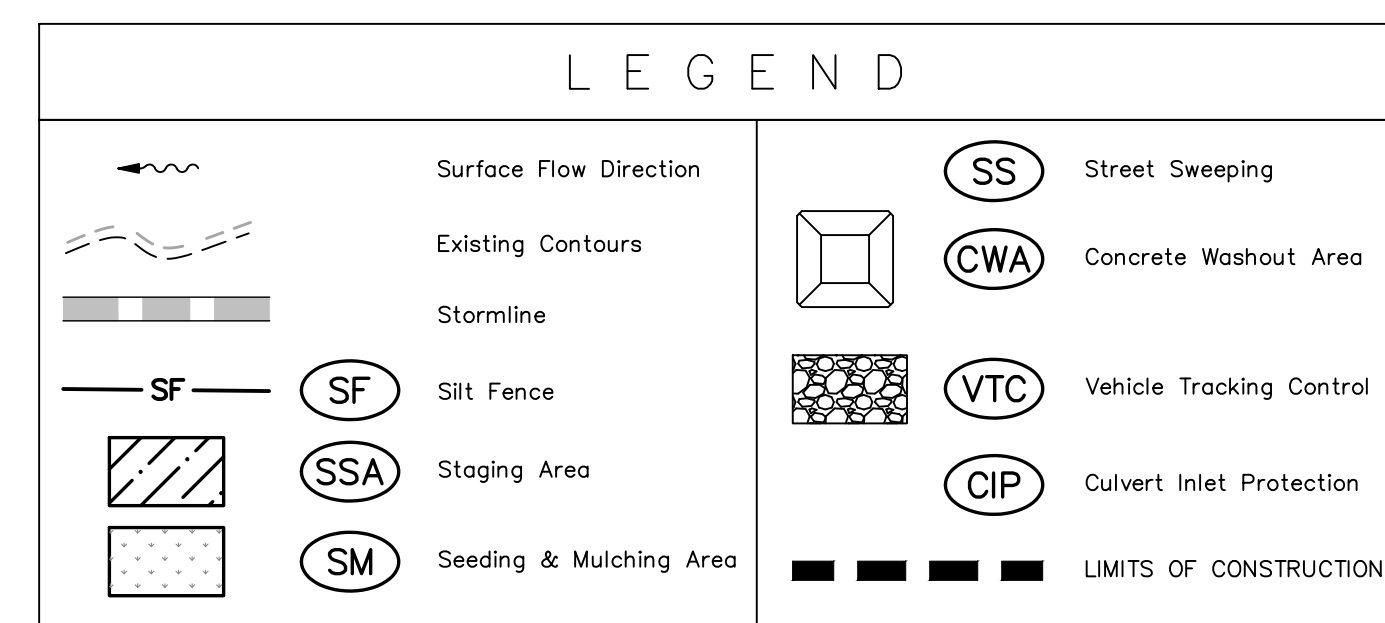
THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO
EROSION CONTROL PLAN
PHASE 2
PREPARED FOR:
DEAK 3 PROPERTIES, LLC

JOB NUMBER:	
2713-1	
DRAWN BY:	
TA/JR	
DESIGNED BY:	
TA	
DATE:	
01/17/2025	
SCALE:	
1" = 50'	
SHEET NO:	
5	OF 23

PEAK 3 PROPERTIES, LLC

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

SELTZER FARMS, INC.



72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)
811

[illegible]

NOT FOR
CONSTRUCTION

HURST

**CIVIL ENGINEERING
PLANNING
SURVEYING**

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO
EROSION CONTROL PLAN
PHASE 3
PREPARED FOR:
DEAK 3 PROPERTIES, LLC

PREPARED FOR:
PEAK 3 PROPERTIES LLC

JOB NUMBER:	2713-1
DRAWN BY:	JR
DESIGNED BY:	TA
DATE:	01/17/2025
SCALE:	1" = 50'
SHEET NO:	6 OF 23

LAST SAVED: 1/13/2025 4:33 PM

G:\27131\CONSTR NOTES-EGP-27131.dwg

THE ENCLAVE AT TODD CREEK EROSION CONTROL NOTES

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO – 15.6 ACRES

ADAMS COUNTY EROSION CONTROL GENERAL NOTES:

- ALL CONSTRUCTION PROJECTS, REGARDLESS OF THE SIZE, SHALL INSTALL, MAINTAIN AND REPAIR STORMWATER POLLUTION CONTROL MEASURES (CMS) TO EFFECTIVELY MINIMIZE EROSION, SEDIMENT TRANSPORT, AND THE RELEASE OF POLLUTANTS RELATED TO CONSTRUCTION ACTIVITY. CMS EXAMPLE INCLUDE SEDIMENT CONTROL LOGS (SCL), SILT FENCE (SF), DIKES/SWALES, SEDIMENT TRAPS (ST), INLET PROTECTION (IP), OUTLET PROTECTION (OP), CHECK DAMS (CD), SEDIMENT BASINS (SB), TEMPORARY/PERMANENT SEEDING AND MULCHING (MU), SOIL ROUGHENING, MAINTAINING EXISTING VEGETATION AND PROTECTION OF TREES. CMS MUST BE SELECTED, DESIGNED, ADEQUATELY SIZED, INSTALLED AND MAINTAINED IN ACCORDANCE WITH GOOD ENGINEERING, HYDROLOGIC AND POLLUTION CONTROL PRACTICES. CMS/BMPS INSTALLATION AND MAINTENANCE DETAILS SHALL CONFORM TO MILE HIGH FLOOD DISTRICT'S URBAN DRAINAGE FLOOD CONTROL CRITERIA MANUAL VOLUME 3, OR THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) STANDARDS & SPECIFICATIONS (GREEN BOOK). CMS MUST FILTER, SETTLE, CONTAIN OR STRAIN POLLUTANTS FROM STORMWATER FLOWS IN ORDER TO PREVENT BYPASS OF FLOWS WITHOUT TREATMENT. CMS MUST BE APPROPRIATE TO TREAT THE RUNOFF FROM THE AMOUNT OF DISTURBED AREA, THE EXPECTED FLOW RATE, DURATION, AND FLOW CONDITIONS (I.E., SHEET OR CONCENTRATED FLOW). CMS/BMPS SHALL BE SPECIFIED IN THE SWMP (IF APPLICABLE), AND THE LOCATIONS SHOWN ON THE EC PLAN.
- PRIOR TO CONSTRUCTION, PROJECTS DISTURBING 1 OR MORE ACRES OF LAND, OR ANY PROJECT BELONGING TO A COMMON PLAN OF DEVELOPMENT DISTURB 1 OR MORE ACRES, MUST OBTAIN:
• A GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES, FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AND
• AN ADAMS COUNTY STORMWATER QUALITY PERMIT WITHIN THE UNINCORPORATED ADAMS COUNTY MS4 AREA.
- PERMITTED PROJECTS SHALL DEVELOP A STORMWATER MANAGEMENT PLAN (SWMP), AKA EROSION AND SEDIMENT CONTROL PLAN (ESCP), IN COMPLIANCE WITH CDPHE MINIMUM REQUIREMENTS. THE APPROVED SWMP, INCLUDING EROSION CONTROL (EC) PLAN (SITE MAP), SHALL BE KEPT ON SITE AND ALWAYS UPDATED. THE QUALIFIED STORMWATER MANAGER IS RESPONSIBLE FOR IMPLEMENTING THE SWMP AND CMS (AKA BMPS) DURING CONSTRUCTION.
- PERMITTED PROJECTS SHALL PERFORM REGULAR STORMWATER INSPECTIONS EVERY 7 CALENDAR DAYS; OR EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY PRECIPITATION OR SNOWMELT EVENT THAT CAUSES SURFACE EROSION. INSPECTION FREQUENCY CAN BE REDUCED FOR POST-STORM EVENT INSPECTIONS AT TEMPORARILY IDLE SITES AND FOR STORMWATER INSPECTIONS AT COMPLETED SITES WAITING FOR FINAL STABILIZATION. INSPECTION REPORTS MUST IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
- TRACKING OF DIRT ONTO PAVED PUBLIC OR PRIVATE PAVED ROADS IS NOT ALLOWED. THE USE OF DIRT RAMPS TO ENTER/EXIT FROM AN UNPAVED INTO A PAVED AREA IS PROHIBITED. VEHICLE TRACKING CONTROLS SHALL BE IMPLEMENTED, OTHERWISE ENTRANCE AREA MUST DRAIN THRU A CM TOWARDS THE PRIVATE SITE.
- TRUCKLOADS OF FILL MATERIAL IMPORTED TO OR CUT MATERIAL EXPORTED FROM THE SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORTATION ON PUBLIC ROW. HAUL ROUTES MUST BE PERMITTED BY THE COUNTY. NO MATERIAL SHALL BE TRANSPORTED TO ANOTHER SITE WITHOUT APPLICABLE PERMITS.
- CONTROL MEASURES DESIGNED FOR CONCRETE WASHOUT WASTE MUST BE IMPLEMENTED. THIS INCLUDES WASHOUT WASTE DISCHARGED TO THE GROUND AND WASHOUT WASTE FROM CONCRETE TRUCKS AND MASONRY OPERATIONS.
- TEMPORARY CMS/BMPS SHALL BE REMOVED AFTER THE SITE HAS REACHED FINAL STABILIZATION.
- DEWATERING OPERATIONS DISCHARGING OFF-SITE INTO ANY WATERS CONVEYANCE SYSTEMS INCLUDING WETLANDS, IRRIGATION DITCHES, CANALS, RIVERS, STREAMS OR STORM SEWER SYSTEMS, REQUIRE A STATE CONSTRUCTION DEWATERING PERMIT.
- PERMITTED PROJECTS SHALL KEEP THE CDPHE'S STORMWATER DISCHARGE PERMIT, STORMWATER MANAGEMENT PLAN (SWMP) AND INSPECTION LOGS AVAILABLE ON-SITE THROUGHOUT THE DURATION OF THE PROJECT, AND FOR AN ADDITIONAL 3 YEARS AFTER PERMIT CLOSE-OUT.
- PERMITTED LANDOWNER AND/OR CONTRACTOR SHALL CLOSE THE STATE AND CITY/COUNTY PERMIT ONCE FINAL STABILIZATION IS REACHED. STORMWATER INSPECTIONS SHALL CONTINUE UNTIL INACTIVATION NOTICE IS FILED WITH CDPHE.

PERFORMANCE STANDARD NOTES:

- STORMWATER RUNOFF FROM DISTURBED AREAS MUST FLOW TO AT LEAST ONE (1) CM TO MINIMIZE SEDIMENT IN THE DISCHARGE. DO NOT ALLOW SEDIMENT TO LEAVE THE SITE. THE BEST WAY TO PREVENT SEDIMENT OR POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM IS TO STABILIZE THE SITE AS QUICKLY AS POSSIBLE, PREVENTING EROSION AND STOPPING SEDIMENT RUN-OFF AT ITS SOURCE.
- PHASE CONSTRUCTION TO MINIMIZE DISTURBED AREAS, INCLUDING DISTURBANCE OF STEEP SLOPES. (I.E., THE ENTIRE PROJECT SITE SHOULD NOT BE DISTURBED IF CONSTRUCTION WILL ONLY BE OCCURRING IN ONE SECTION OF THE SITE). LIMIT SOIL EXPOSURE TO THE SHORTEST POSSIBLE PERIOD OF TIME. PROTECT NATURAL FEATURES AND EXISTING VEGETATION WHENEVER POSSIBLE. REMOVAL OF EXISTING VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS. MAINTAIN PREEXISTING VEGETATION (OR EQUIVALENT CMS) FOR AREAS WITHIN 50 HORIZONTAL FT OF RECEIVING WATERS.
- SOIL COMPACTION MUST BE MINIMIZED FOR AREAS WHERE INFILTRATION CMS WILL OCCUR OR WHERE FINAL STABILIZATION WILL BE ACHIEVED THROUGH VEGETATIVE COVER.
- ALL SOIL IMPORTED TO OR EXPORTED FROM THE SITE SHALL BE PROPERLY COVERED TO PREVENT THE LOSS OF MATERIAL DURING TRANSPORT.
- DUST EMISSIONS RESULTING FROM GRADING ACTIVITIES OR WIND SHALL BE CONTROLLED.
- INSTALL CONSTRUCTION FENCE (ORANGE) TO PROTECT WETLANDS AND OTHER SENSITIVE AREAS AND TO PREVENT ACCESS, AND TO DELINEATE THE LIMITS OF CONSTRUCTION. DO NOT USE SILT FENCE TO PROTECT WETLANDS SINCE TRENCHING MAY IMPACT THESE AREAS.
- CMS INTENDED TO CAPTURE OVERLAND, LOW VELOCITY SHEET FLOW AT A LEVEL GRADE SHALL ONLY BE INSTALLED ALONG CONTOURS.
- INSTALL CMS, SUCH AS CHECK DAMS, PERPENDICULAR TO THE CONCENTRATED FLOWS TO REDUCE FLOW VELOCITY.
- STORM DRAIN INLETS WITHIN AND ADJACENT TO THE CONSTRUCTION SITE MUST BE PROTECTED. ANY PONDING OF STORMWATER AROUND INLET PROTECTION MUST NOT CAUSE EXCESSIVE FLOODING OR DAMAGE ADJACENT AREAS OR STRUCTURES.
- INSTALL VEHICLE TRACKING CONTROL (VTC) TO ENTER/EXIT UNPAVED AREA. DO NOT USE RECYCLED CRUSHED CONCRETE OR ASPHALT MILLINGS FOR VEHICLE TRACKING PADS.
- STRAW BALES SHALL NOT BE USED FOR PRIMARY EROSION OR SEDIMENT CONTROL (I.E., STRAW BALES MAY BE USED FOR REINFORCEMENT BEHIND ANOTHER BMP SUCH AS SILT FENCE).
- OUTLETS SYSTEMS (SUCH AS SKIMMER OR PERFORATED RISER PIPE) SHALL BE INSTALLED TO WITHDRAW WATER FROM OR NEAR THE SURFACE LEVEL WHEN DISCHARGING FROM BASINS. WATER CANNOT DRAIN FROM THE BOTTOM OF THE POND.
- TEMPORARY STABILIZATION MUST BE IMPLEMENTED FOR EARTH DISTURBING ACTIVITIES ON ANY PORTION OF THE SITE WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED (FOR MORE THAN 14 CALENDAR DAYS). TEMPORARY STABILIZATION METHODS EXAMPLES: TARPS, SOIL TACKIFIER, AND HYDROSEED. TEMPORARY STABILIZATION REQUIREMENT MAY EXCEED THE 14-DAY SCHEDULE WHEN EITHER THE FUNCTION OF THE SPECIFIC AREA REQUIRES IT TO REMAIN DISTURBED, OR PHYSICAL CHARACTERISTICS OF THE TERRAIN AND CLIMATE PREVENT STABILIZATION AS LONG AS THE CONSTRAINTS AND ALTERNATIVE SCHEDULE IS DOCUMENTED ON THE SWMP, AND LOCATIONS ARE IDENTIFIED ON THE EC PLAN (SITE MAP).
- RUNOFF FROM STOCKPILE AREA MUST BE CONTROLLED. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE PROTECTED FROM WIND AND WATER EROSION WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION. INSTALL CMS/BMPS 5 FT AWAY FROM THE TOE OF THE STOCKPILE'S SLOPE.
- WATER USE TO CLEAN CONCRETE TRUCKS SHALL BE DISCHARGED INTO A CONCRETE WASHOUT AREA (CWA). THE PREDEFINED CONTAINMENT AREA MUST BE IDENTIFIED WITH A SIGN AND SHALL ALLOW THE LIQUIDS TO EVAPORATE OR DRY OUT. CWA DISCHARGES THAT MAY REACH GROUNDWATER MUST FLOW THROUGH SOIL THAT HAS BUFFERING CAPACITY PRIOR TO REACHING GROUNDWATER. THE CONCRETE WASHOUT LOCATION SHALL NOT BE IN AN AREA WHERE SHALLOW GROUNDWATER MAY BE PRESENT AND WOULD RESULT IN BUFFERING CAPACITY NOT BEING ADEQUATE, SUCH AS NEAR NATURAL DRAINAGES, SPRINGS, OR WETLANDS. IN THIS CASE, A LINER UNDERNEATH IS NEEDED FOR AREAS WITH HIGH GROUNDWATER LEVELS. CWA SHALL NOT BE PLACED IN LOW AREAS, DITCHES OR ADJACENT TO STATE WATERS. PLACE CWA 50 FT AWAY FROM STATE WATERS.
- WASTE, SUCH AS BUILDING MATERIALS, WORKERS TRASH AND CONSTRUCTION DEBRIS, MUST BE PROPERLY MANAGED TO PREVENT STORMWATER POLLUTION.
- INSTALL STABILIZED STAGING AREA (SSA) TO STORE MATERIALS, CONSTRUCTION TRAILER, ETC.
- IF CONDITIONS IN THE FIELD WARRANT ADDITIONAL CMS/BMPS TO THE ONES ORIGINALLY APPROVED ON THE SWMP OR EC PLAN (CIVIL DRAWING), THE LANDOWNER OR CONTRACTOR SHALL IMPLEMENT MEASURES DETERMINED NECESSARY, AS DIRECTED BY THE COUNTY.
- PERMANENT CMS/BMPS FOR SLOPES, CHANNELS, DITCHES, OR DISTURBED LAND AREA SHALL BE PERFORMED IMMEDIATELY AFTER FINAL GRADING. CONSIDER THE USE EROSION CONTROL BLANKETS ON SLOPES 3:1 OR STEEPER AND AREAS WITH CONCENTRATED FLOWS SUCH AS SWALES, LONG CHANNELS AND ROADSIDE DITCHES.
- THE DISCHARGE OF SANITARY WASTE INTO THE STORM SEWER SYSTEM IS PROHIBITED. PORTABLE TOILETS MUST BE PROVIDED, SECURED AND PLACED ON PERMEABLE SURFACES, AWAY FROM THE CURBSIDE, STORM INLETS AND/OR DRAINAGE WAYS.
- REMOVE TEMPORARY CMS/BMPS ONCE FINAL STABILIZATION IS REACHED, UNLESS OTHERWISE AUTHORIZED.
- FINAL STABILIZATION MUST BE IMPLEMENTED. FINAL STABILIZATION IS REACHED WHEN ALL SOIL DISTURBING ACTIVITIES HAVE BEEN COMPLETED, AND EITHER A UNIFORM VEGETATIVE COVER HAS BEEN ESTABLISHED WITH AN INDIVIDUAL PLANT DENSITY OF AT LEAST 70% OF PRE-DISTURBANCE LEVELS, OR EQUIVALENT PERMANENT ALTERNATIVE METHOD HAS BEEN IMPLEMENTED.
- PROVIDE SPILL PREVENTION AND CONTAINMENT MEASURES FOR CONSTRUCTION MATERIALS, WASTE AND FUEL STORAGE AREAS. BULK STORAGE (55 GALLONS OR GREATER) OF PETROLEUM PRODUCTS AND LIQUID CHEMICALS MUST HAVE SECONDARY CONTAINMENT, OR EQUIVALENT PROTECTION, IN ORDER TO CONTAIN SPILLS AND TO PREVENT SPILLED MATERIAL FROM ENTERING STATE WATERS.
- REPORT SPILLS OR RELEASES OF CHEMICAL, OIL, PETROLEUM PRODUCT, SEWAGE, ETC., WHICH MAY REACH THE STORM SEWER OR ENTER WITHIN 24-HOURS FROM TIME OF DISCOVERY. GUIDANCE AVAILABLE AT [HTTPS://CDPHE.COLORADO.GOV/EPORT-CONCERN-EMERGENCY](https://cdphe.colorado.gov/eport-concern-emergency) STATE OF COLORADO SPILL-LINE: 1-877-516-5608. ADAMS COUNTY STORMWATER HOTLINE: SWQ@ADCOGOV.ORG; PUBLIC WORKS 720-523-6875 OR PUBLICWORKS@ADCOGOV.ORG AND ADAMS COUNTY PUBLIC HEALTH DEPARTMENT AT 303-288-6816

MAINTENANCE STANDARD NOTES:

- MAINTAIN AND REPAIR CMS ACCORDING TO APPROVED EROSION CONTROL PLAN (CIVIL DRAWING) TO ASSURE THEY CONTINUE PERFORMING AS ORIGINALLY INTENDED.
- CMS/BMPS REQUIRING MAINTENANCE OR ADJUSTMENT SHALL BE REPAIRED IMMEDIATELY AFTER OBSERVATION OF THE FAILING BMP.
- CMS SHALL BE CLEANED WHEN SEDIMENT LEVELS ACCUMULATE TO HALF THE DESIGN UNLESS OTHERWISE SPECIFIED.
- SWMP AND EC PLAN SHALL BE CONTINUOUSLY UPDATED TO REFLECT NEW OR REVISED CMS/BMPS DUE TO CHANGES IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, TO ACCURATELY REFLECT THE ACTUAL FIELD CONDITIONS. A NOTATION SHALL BE MADE IN THE SWMP, INCLUDING DATE OF CHANGES IN THE FIELD, IDENTIFICATION OF THE CMS REMOVED, MODIFIED OR ADDED, AND THE LOCATIONS OF THOSE CMS. UPDATES MUST BE MADE WITHIN 72-HOURS FOLLOWING THE CHANGE.
- MAINTAIN VEHICLE TRACKING CONTROL (VTC), IF SEDIMENT TRACKING OCCURS, CLEAN-UP IMMEDIATELY. SWEEP BY HAND OR THE USE STREET SWEEPERS (WITH VACUUM SYSTEM), FLUSHING OFF PAVED SURFACES WITH WATER IS PROHIBITED.
- CWA MUST BE CLEANED ONCE WASTE ACCUMULATION REACHES ¾ OF THE WET STORAGE CAPACITY OF THE STRUCTURE. LEGALLY DISPOSED OF CONCRETE WASTE. DO NOT BURY ON-SITE.
- CLEAN-UP SPILLS IMMEDIATELY AFTER DISCOVERY OR CONTAIN UNTIL APPROPRIATE CLEANUP METHODS CAN BE EMPLOYED. FOLLOW MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP, ALONG WITH PROPER DISPOSAL METHODS. RECORDS OF SPILLS, LEAKS, OR OVERFLOWS THAT RESULT IN DISCHARGE OF POLLUTANTS MUST BE DOCUMENTED AND MAINTAINED.
- REMOVE SEDIMENT FROM STORM SEWER INFRASTRUCTURE (PONDS, STORM PIPES, OUTLETS, INLETS, ROADSIDE DITCHES, ETC.), AND RESTORE VOLUME CAPACITY UPON COMPLETION OF PROJECT OR PRIOR TO INITIAL ACCEPTANCE OF PUBLIC IMPROVEMENTS (IF APPLICABLE). DO NOT FLUSH SEDIMENT OFFSITE, CAPTURE ON-SITE AND DISPOSED OF AT AN APPROVED LOCATION.

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO

EROSION CONTROL NOTES

PREPARED FOR:

PEAK 3 PROPERTIES, LLC

HURST

CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

NOT FOR
CONSTRUCTION

NO.	REVISIONS	DATE

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (1.800.4.A.C.C.)

811

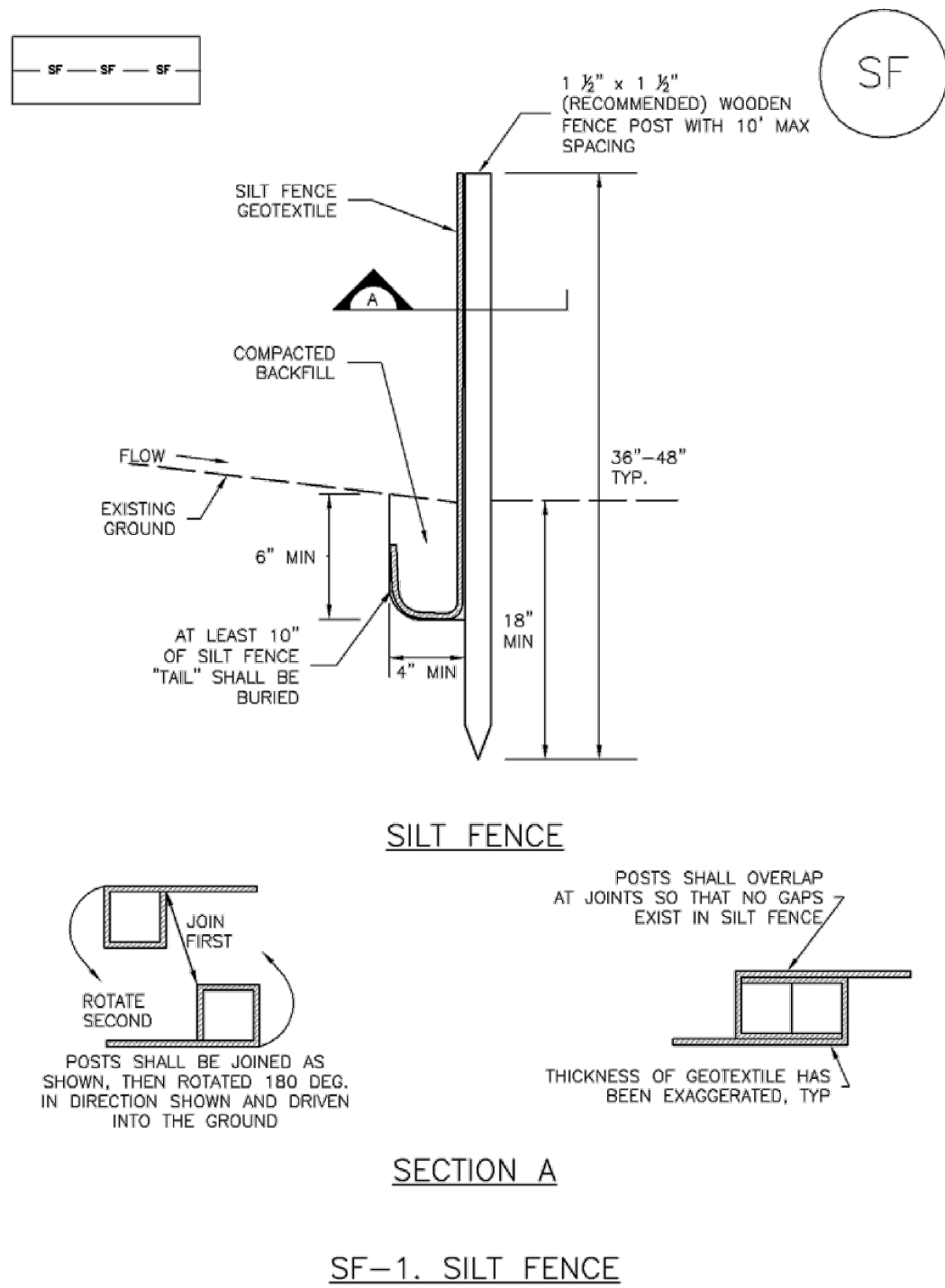
JOB NUMBER:	2713-1
DRAWN BY:	JR
DESIGNED BY:	TA
DATE:	01/17/2025
SCALE:	N/A
SHEET NO:	7 OF 23

THE ENCLAVE AT TODD CREEK
EROSION CONTROL DETAILS

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO – 15.6 ACRES

Silt Fence (SF)

SC-1

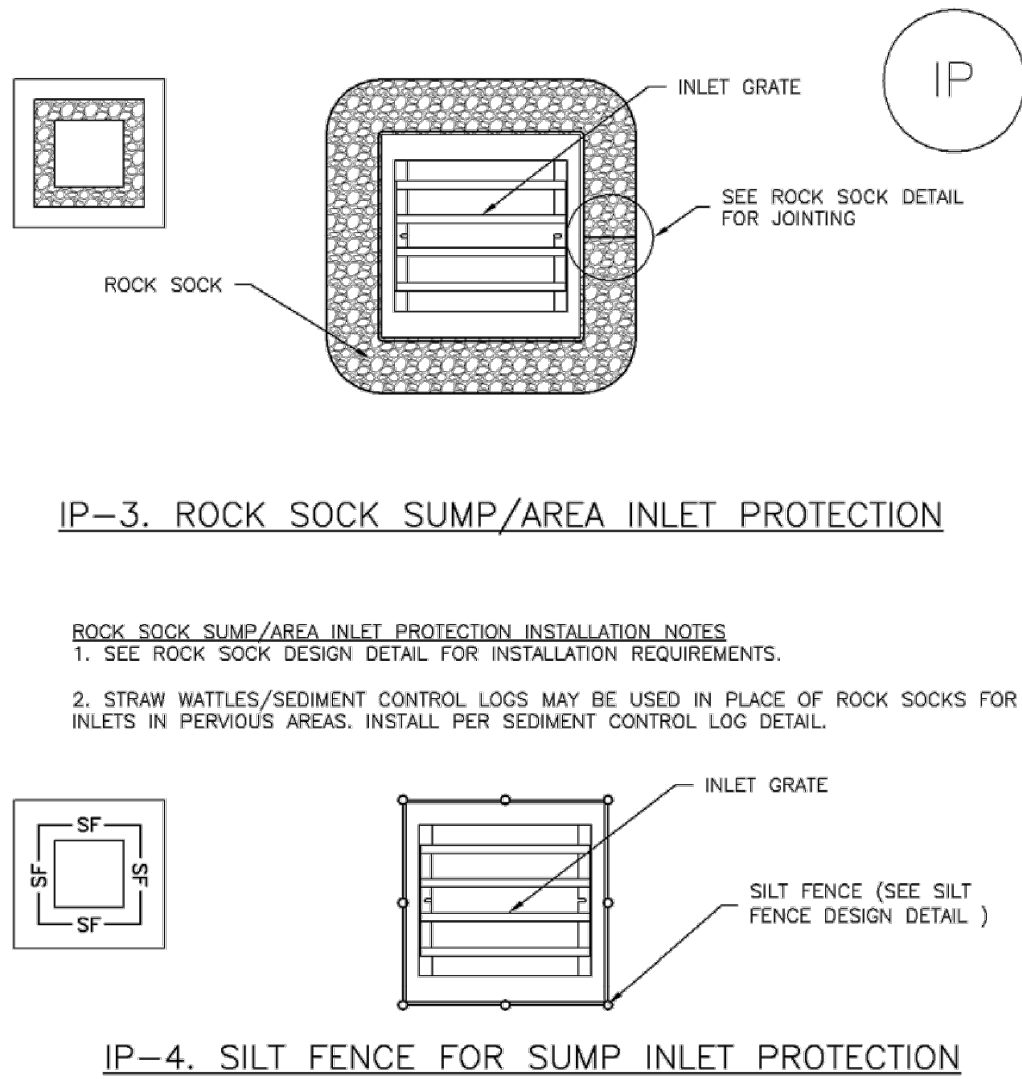


November 2010 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

SF-3

Inlet Protection (IP)

SC-6



August 2013 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

IP-5

SC-1

Silt Fence (SF)

SILT FENCE INSTALLATION NOTES

1. SILT FENCE MUST BE PLACED AWAY FROM THE TOE OF THE SLOPE TO ALLOW FOR WATER PONDING. SILT FENCE AT THE TOE OF A SLOPE SHOULD BE INSTALLED IN A FLAT LOCATION AT LEAST SEVERAL FEET (2-5 FT) FROM THE TOE OF THE SLOPE TO ALLOW ROOM FOR PONDING AND DEPOSITION.
2. A UNIFORM 6" x 4" ANCHOR TRENCH SHALL BE EXCAVATED USING TRENCHER OR SILT FENCE INSTALLATION DEVICE. NO ROAD GRADERS, BACKHOES, OR SIMILAR EQUIPMENT SHALL BE USED.
3. COMPACT ANCHOR TRENCH BY HAND WITH A "JUMPING JACK" OR BY WHEEL ROLLING. COMPACTION SHALL BE SUCH THAT SILT FENCE RESISTS BEING PULLED OUT OF ANCHOR TRENCH BY HAND.
4. SILT FENCE SHALL BE PULLED TIGHT AS IT IS ANCHORED TO THE STAKES. THERE SHOULD BE NO NOTICEABLE SAG BETWEEN STAKES AFTER IT HAS BEEN ANCHORED TO THE STAKES.
5. SILT FENCE FABRIC SHALL BE ANCHORED TO THE STAKES USING 1" HEAVY DUTY STAPLES OR NAILS WITH 1" HEADS. STAPLES AND NAILS SHOULD BE PLACED 3" ALONG THE FABRIC DOWN THE STAKE.
6. AT THE END OF A RUN OF SILT FENCE ALONG A CONTOUR, THE SILT FENCE SHOULD BE TURNED PERPENDICULAR TO THE CONTOUR TO CREATE A "J-HOOK". THE "J-HOOK" EXTENDING PERPENDICULAR TO THE CONTOUR SHOULD BE OF SUFFICIENT LENGTH TO KEEP RUNOFF FROM FLOWING AROUND THE END OF THE SILT FENCE (TYPICALLY 10' - 20').
7. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.

SILT FENCE MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 4. SEDIMENT ACCUMULATED UPSTREAM OF THE SILT FENCE SHALL BE REMOVED AS NEEDED TO MAINTAIN THE FUNCTIONALITY OF THE BMP. TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 6".
 5. REPAIR OR REPLACE SILT FENCE WHEN THERE ARE SIGNS OF WEAR, SUCH AS SAGGING, TEARING, OR COLLAPSE.
 6. SILT FENCE IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION, OR IS REPLACED BY AN EQUIVALENT PERIMETER SEDIMENT CONTROL BMP.
 7. WHEN SILT FENCE IS REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDS, AND MULCH OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.
- (DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SF-4 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

November 2010

SC-6

Inlet Protection (IP)

GENERAL INLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 - LOCATION OF INLET PROTECTION.
 - TYPE OF INLET PROTECTION (IP-1, IP-2, IP-3, IP-4, IP-5, IP-6)
2. INLET PROTECTION SHALL BE INSTALLED PROMPTLY AFTER INLET CONSTRUCTION OR PAVING IS COMPLETE (TYPICALLY WITHIN 48 HOURS). IF A RAINFALL/RUNOFF EVENT IS FORECAST, INSTALL INLET PROTECTION PRIOR TO ONSET OF EVENT.
3. MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

INLET PROTECTION MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 4. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED AS NECESSARY TO MAINTAIN BMP EFFECTIVENESS, TYPICALLY WHEN STORAGE VOLUME REACHES 50% OF CAPACITY, A DEPTH OF 6" WHEN SILT FENCE IS USED, OR 1/4 OF THE HEIGHT FOR STRAW BALES.
 5. INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.
 6. WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, SEEDS, AND MULCH, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.
- (DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF INLET PROTECTION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY PROPRIETARY INLET PROTECTION METHODS ON THE MARKET. UDFCD NEITHER ENDORSES NOR DISCOURAGES USE OF PROPRIETARY INLET PROTECTION; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

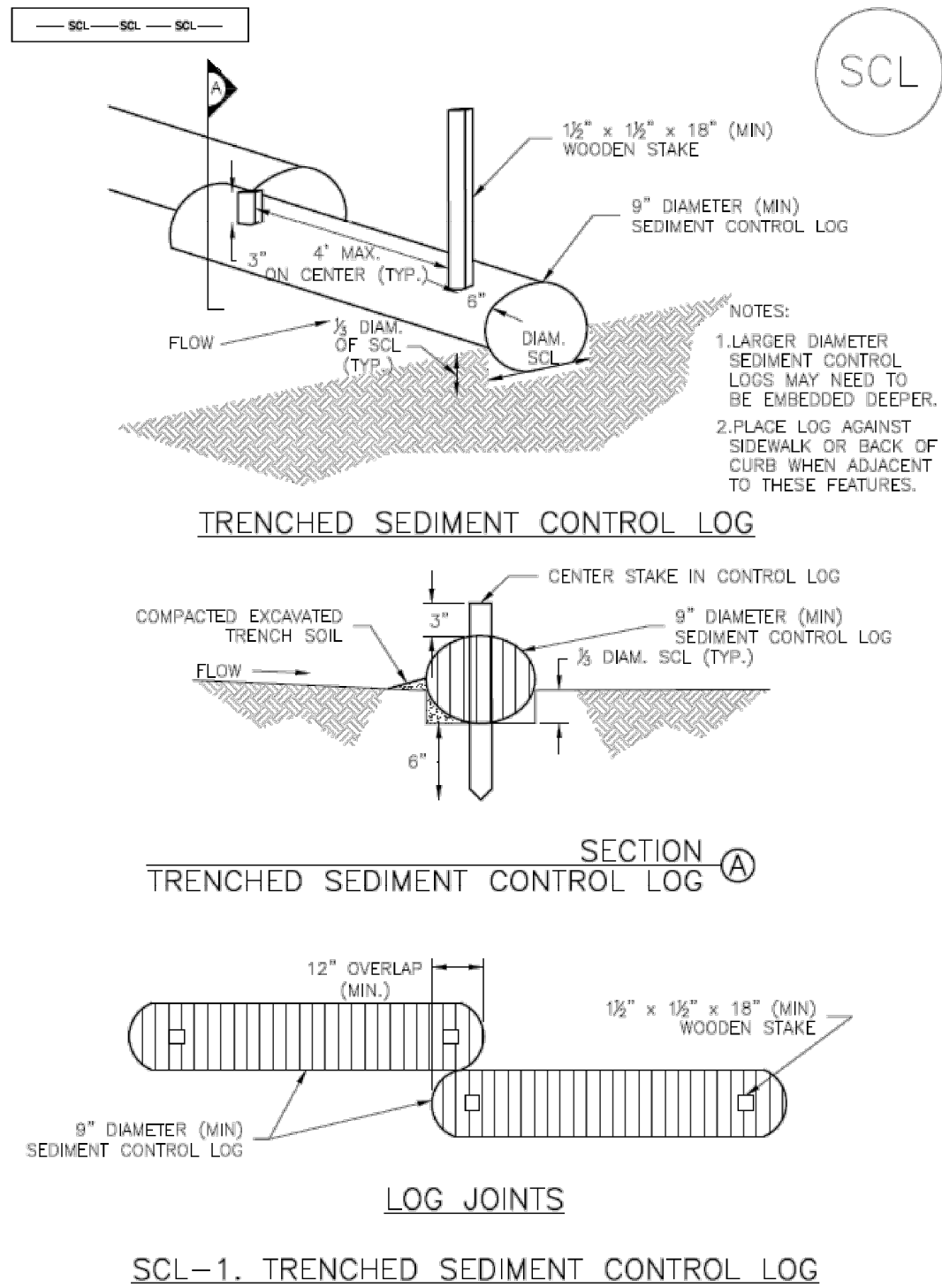
NOTE: SOME MUNICIPALITIES DISCOURAGE OR PROHIBIT THE USE OF STRAW BALES FOR INLET PROTECTION. CHECK WITH LOCAL JURISDICTION TO DETERMINE IF STRAW BALE INLET PROTECTION IS ACCEPTABLE.

IP-8 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

August 2013

Sediment Control Log (SCL)

SC-2

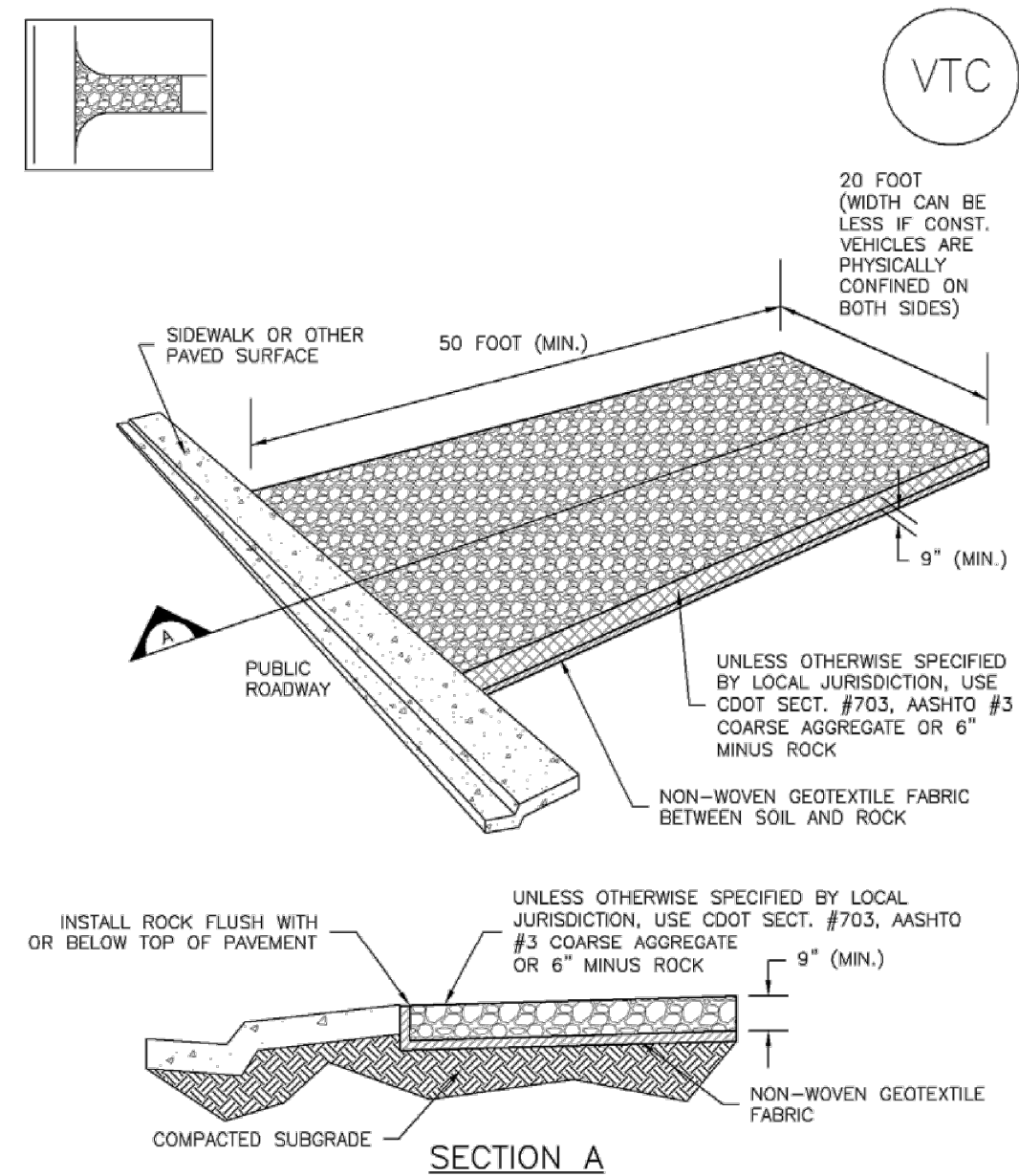


November 2015 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

SCL-3

Vehicle Tracking Control (VTC)

SM-4



November 2010 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

VTC-3

SC-2

Sediment Control Log (SCL)

SEDIMENT CONTROL LOG INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION AND LENGTH OF SEDIMENT CONTROL LOGS.
2. SEDIMENT CONTROL LOGS THAT ACT AS A PERIMETER CONTROL SHALL BE INSTALLED PRIOR TO ANY UPGRADE LAND-DISTURBING ACTIVITIES.
3. SEDIMENT CONTROL LOGS SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR OR COCONUT FIBER, AND SHALL BE FREE OF ANY NOXIOUS WEED SEEDS OR DEFECTS INCLUDING RIPS, HOLES AND OBVIOUS WEAR.
4. SEDIMENT CONTROL LOGS MAY BE USED AS SMALL CHECK DAMS IN DITCHES AND SWALES. HOWEVER, THEY SHOULD NOT BE USED IN PERENNIAL STREAMS.
5. IT IS RECOMMENDED THAT SEDIMENT CONTROL LOGS BE TRENCHED INTO THE GROUND TO A DEPTH OF APPROXIMATELY 1/2 OF THE DIAMETER OF THE LOG. IF TRENCHING TO THIS DEPTH IS NOT FEASIBLE AND/OR DESIRABLE (SHORT TERM INSTALLATION WITH DESIRE NOT TO DAMAGE LANDSCAPE) A LESSER TRENCHING DEPTH MAY BE ACCEPTABLE WITH MORE ROBUST STAKING. COMPOST LOGS THAT ARE 8 LB/FT DO NOT NEED TO BE TRENCHED.
6. THE UPHILL SIDE OF THE SEDIMENT CONTROL LOG SHALL BE BACKFILLED WITH SOIL OR FILTER MATERIAL THAT IS FREE OF ROCKS AND DEBRIS. THE SOIL SHALL BE TIGHTLY COMPACTED INTO THE SHAPE OF A RIGHT TRIANGLE USING A SHOVEL OR WEIGHTED LAWN ROLLER OR BLOWN IN PLACE.
7. FOLLOW MANUFACTURERS' GUIDANCE FOR STAKING. IF MANUFACTURERS' INSTRUCTIONS DO NOT SPECIFY SPACING, STAKES SHALL BE PLACED ON 4' CENTERS AND EMBEDDED A MINIMUM OF 6" INTO THE GROUND. 3" OF THE STAKE SHALL PROTRUDE FROM THE TOP OF THE LOG. STAKES THAT ARE BROKEN PRIOR TO INSTALLATION SHALL BE REPLACED. COMPOST LOGS SHOULD BE STAKED 11' ON CENTER.

SEDIMENT CONTROL LOG MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 4. SEDIMENT ACCUMULATED UPSTREAM OF SEDIMENT CONTROL LOG SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP. TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY 1/2 OF THE HEIGHT OF THE SEDIMENT CONTROL LOG.
 5. SEDIMENT CONTROL LOG SHALL BE REMOVED AT THE END OF CONSTRUCTION. COMPOST FROM COMPOST LOGS MAY BE LEFT IN PLACE AS LONG AS BAGS ARE REMOVED AND THE AREA SEEDS. IF DISTURBED AREAS EXIST AFTER REMOVAL, THEY SHALL BE COVERED WITH TOP SOIL, SEEDS AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.
- (DETAILS ADAPTED FROM TOWN OF PARKER, COLORADO, JEFFERSON COUNTY, COLORADO, DOUGLAS COUNTY, COLORADO, AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

SCL-6 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

November 2015

SM-4

Vehicle Tracking Control (VTC)

STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
 - LOCATION OF CONSTRUCTION ENTRANCE(S)/EXIT(S).
 - TYPE OF CONSTRUCTION ENTRANCE(S)/EXIT(S) (WITH/WITHOUT WHEEL WASH, CONSTRUCTION MAT OR TRM).
2. CONSTRUCTION MAT OR TRM STABILIZED CONSTRUCTION ENTRANCES ARE ONLY TO BE USED ON SHORT DURATION PROJECTS (TYPICALLY RANGING FROM A WEEK TO A MONTH) WHERE THERE WILL BE LIMITED VEHICULAR ACCESS.
3. A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT ALL ACCESS POINTS WHERE VEHICLES ACCESS THE CONSTRUCTION SITE FROM PAVED RIGHT-OF-WAYS.
4. STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
5. A NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STABILIZED CONSTRUCTION ENTRANCE/EXIT PRIOR TO THE PLACEMENT OF ROCK.
6. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.

STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
 2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
 4. ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY TO THE STABILIZED ENTRANCE/EXIT TO MAINTAIN A CONSISTENT DEPTH.
 5. SEDIMENT TRACKED onto PAVED ROADS IS TO BE REMOVED THROUGHOUT THE DAY AND AT THE END OF THE DAY BY SHOVELING OR SWEEPING. SEDIMENT MAY NOT BE WASHED DOWN STORM SEWER DRAINS.
- NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.
- (DETAILS ADAPTED FROM CITY OF BROOMFIELD, COLORADO, NOT AVAILABLE IN AUTOCAD)

VTC-6 Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3

November 2010

LAST SAVED: 1/13/2025 4:33 PM

G:\27131\CONSTR NOTES-EGP-27131.dwg

DATE	
REVISIONS	
NO	

NOT FOR
CONSTRUCTION

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO
EROSION CONTROL DETAILS

JOB NUMBER:	2713-1
DRAWN BY:	JR
DESIGNED BY:	TA
DATE:	01/17/2025
SCALE:	N/A
SHEET NO:	8
OF	23

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

SM-6 **Stabilized Staging Area (SSA)**

1. SEE PLAN VIEW FOR
-LOCATION OF STAGING AREA(S).
-CONTRACTOR MAY ADJUST LOCATION AND SIZE OF STAGING AREA WITH APPROVAL FROM THE LOCAL JURISDICTION.
2. STABILIZED STAGING AREA SHOULD BE APPROPRIATE FOR THE NEEDS OF THE SITE. OVERSIZING RESULTS IN A LARGER AREA TO STABILIZE FOLLOWING CONSTRUCTION.
3. STAGING AREA SHALL BE STABILIZED PRIOR TO OTHER OPERATIONS ON THE SITE.
4. THE STABILIZED STAGING AREA SHALL CONSIST OF A MINIMUM 3" THICK GRANULAR MATERIAL.
5. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DO SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.

STABILIZED STAGING AREA MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE WITHIN 24 HOURS FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. ROCK SHALL BE REPLACED OR REGRADED AS NECESSARY IF RUTTING OCCURS OR UNDERLYING SUBGRADE BECOMES EXPOSED.

November 2010 Urban Drainage and Flood Control District SSA-3
Urban Storm Drainage Criteria Manual Volume 3

MM-2	Stockpile Management (SM)
------	---------------------------



1. SEE PLAN VIEW FOR:
LOCATION OF STOCKPILES

- TYPE OF STOCKPILE PROTECTION.
- 2. INSTALL PERIMETER CONTROLS IN ACCORDANCE WITH THEIR RESPECTIVE DESIGN DETAILS. SILT FENCE IS SHOWN IN THE STOCKPILE PROTECTION DETAILS; HOWEVER, OTHER TYPES OF PERIMETER CONTROLS MAY BE USED WHERE THE LOSS OF ROCK STOCKPILE IS NOT A SIGNIFICANT CONCERN UNDER SOME CIRCUMSTANCES. CONSIDERATIONS FOR DETERMINING THE APPROPRIATE TYPE OF PERIMETER CONTROL FOR A STOCKPILE INCLUDE: WHETHER THE STOCKPILE IS LOCATED IN AN AREA OF HIGH FLOOD RISK; WHETHER THE STOCKPILE IS NEAR A SENSITIVE PERMITS CONTROL AND STOCKPILE, THE ABILITY OF THE PERIMETER CONTROL TO CONTAIN MATERIALS IN THE EVENT OF A STOCKPILE SHIFT; THE RISK OF EROSION FROM THE STOCKPILE SHIFTS OR SLUMPS AGAINST THE PERIMETER; AND OTHER FACTORS.
- 3. STABILIZE THE STOCKPILE SURFACE WITH SURFACE ROUGHENING, TEMPORARY SEEDING AND MULCHING, EROSION CONTROL BLANKETS, OR SOIL BINDERS. STOCKS POOLED FOR AN EXTENDED PERIOD (TYPICALLY FOR MORE THAN 60 DAYS) SHOULD BE SEEDED AND MULCHED WITH A SEEDING AND MULCHING MIXTURE. SEEDING AND MULCHING SHOULD BE WITHIN 14 DAYS. USE OF MULCH ONLY OR A SOIL BINDER IS ACCEPTABLE IF THE STOCKPILE WILL BE IN PLACE FOR A MORE LIMITED TIME PERIOD (TYPICALLY 30-60 DAYS).
- 4. FOR TEMPORARY STOCKPILES ON THE INTERIOR PORTION OF A CONSTRUCTION SITE, WHERE THE STOCKPILE IS NOT NEAR A SENSITIVE PERMITS CONTROL, ARE IN PLACE, STOCKPILE PERIMETER CONTROLS MAY NOT BE REQUIRED.

November 2010 Urban Drainage and Flood Control District SP-3
Urban Storm Drainage Criteria Manual Volume 3

MM-1 Concrete Washout Area (CWA)

1. SEE PLAN VIEW FOR:

2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATER BODY. LOCATE AT LEAST 1,000' OF ANY WELLS OR DRIVING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS UNFEASIBLE, OR IF HIGHLY PERMEABLE SOLS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (1/8 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT BE AT LEAST 8" BY 8" B/SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 12" DEEP.
5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND AT THE DOWNSTREAM END. WHEN NECESSARY, SIGNS INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

November 2010
Urban Drainage and Flood Control District
Urban Storm Drainage Criteria Manual Volume 3
CWA-3

CWA-4	Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3	November 2010
-------	--	---------------

Typical construction phasing BMPs include:

- Limit the amount of disturbed area at any given time on a site to the extent practical. For example, a 100-acre subdivision might be constructed in five phases of 20 acres each.
- If there is carryover of stockpiled material from one phase to the next, position carryover material in a location easily accessible for the pending phase that will not require disturbance of stabilized areas to access the stockpile. Particularly with regard to efforts to balance cut and fill at a site, careful planning for location of stockpiles is important.

Typical construction sequencing BMPs include:

- Sequence construction activities to minimize duration of soil disturbance and exposure. For example, when multiple utilities will occupy the same trench, schedule installation so that the trench does not have to be closed and opened multiple times.
- Schedule site stabilization activities (e.g., landscaping, seeding and mulching, installation of erosion control blankets) as soon as feasible following grading.
- Install initial erosion and sediment control practices before construction begins. Promptly install additional BMPs for inlet protection, stabilization, etc., as construction activities are completed.

Table CP-1 provides typical sequencing of construction activities and associated BMPs.

Maintenance and Removal

When the construction schedule is altered, erosion and sediment control measures in the SWMP and construction drawings should be appropriately adjusted to reflect actual "on the ground" conditions at the construction site. Be aware that changes in construction schedules can have significant implications for site stabilization, particularly with regard to establishment of vegetative cover.

CP-2	Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3	November 2010
------	--	---------------

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)
811

[illegible]

NOT FOR
CONSTRUCTION

HURST

**CIVIL ENGINEERING
PLANNING
SURVEYING**

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO
EROSION CONTROL DETAILS
2 OF 2
PREPARED FOR:
PEAK 3 PROPERTIES, LLC

JOB NUMBER:	2713-1
DRAWN BY:	JR
DESIGNED BY:	TA
DATE:	01/17/2025
SCALE:	N/A
SHEET NO:	9 OF 23

SELTZER FARMS, INC



G:\27131\CONST\SITE-27131.dwg

THE ENCLAVE AT TODD CREEK ADAMS COUNTY, COLORADO		JOB NUMBER: 2713-1	
SITE PLAN		DRAWN BY: JR	
		DESIGNED BY: TA	
		DATE: 01/17/2025	
		SCALE: 1" = 50'	
		SHEET NO: 10 OF 23	
THE ENCLAVE AT TODD CREEK ADAMS COUNTY, COLORADO		HURST CIVIL ENGINEERING PLANNING SURVEYING HURST & ASSOCIATES, INC. 1265 S. Public Road, Suite B Lafayette, CO 80026 303.449.3105	
NOT FOR CONSTRUCTION		NO. REVISIONS	
DATE		72 HOURS BEFORE YOU DIG CALL THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCCC.) 811	

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

SELTZER FARMS, INC.

2.0 GENERAL FACILITY DESCRIPTION

THIS FACILITY CONSISTS OF A DETENTION POND THAT RECEIVES INFLOWS FROM LOTS 1- 12 AND UPSTREAM ROADSIDE DITCHES. THE DETENTION POND PROVIDES WATER QUALITY, 100-YR STORM DETENTION, AND AN EMERGENCY SPILLWAY. RELEASED FLOWS OUTFALL INTO THE PROPOSED DRAINAGE SWALE TO THE EAST OF THE POND.

2.1 MAINTENANCE NOTES

- MAINTENANCE FREQUENCY:
ROUTINE MAINTENANCE TASKS, INCLUDING MOWING AND DEBRIS REMOVAL, SHOULD BE PERFORMED ON AN AS-NEEDED BASIS. DEBRIS REMOVAL SHOULD BE DONE BEFORE THE SUMMER SEASON AND FOLLOWING ANY SIGNIFICANT RAINFALL EVENTS. THE PROPERTY OWNER SHOULD DO ANNUAL SITE INSPECTION TO EVALUATE THE NEED FOR ADDITIONAL MAINTENANCE, INCLUDING SEDIMENT REMOVAL, REVEGETATION, EROSION CONTROL, AND STRUCTURAL REPAIRS.

- EQUIPMENT AND SPECIAL TOOLS REQUIRED:
 - RAKE OR BROOM
 - WHEELBARROW
 - LAWN MOWER
 - SHOVEL

2.2 MAINTENANCE PROCEDURE

- **SEDIMENT REMOVAL:**
ALL SEDIMENT MUST BE REMOVED FROM THE TRICKLE CHANNEL, RUNDOWN AND OUTFALL STRUCTURE.
- **DEBRIS REMOVAL:**
DEBRIS BUILDUP IS EXPECTED AT THE OUTFALL STRUCTURE TRASH RACK AND FOREBAY. ALL DEBRIS SHOULD BE COLLECTED AND DISPOSED OF OFFSITE. A BROOM OR RAKE WILL BE NECESSARY TO CLEAN THE TRASH RACK AND A SHOVEL FOR THE IMPACT STILLING BASIN AND FOREBAY.
- **WATER QUALITY:**
IN THE OUTFALL STRUCTURE THE WATER QUALITY ORIFICES IN THE STEEL PLATE MUST ALL BE CLEARED OF DEBRIS & SEDIMENT. ALL DEBRIS SHOULD BE COLLECTED AND DISPOSED OF OFFSITE.
- **RIPRAP:**
INSPECT RIPRAP FOR DISPLACED ROCK AND REPLACE.
- **MOW AREA:**
GENERAL MOW AREA TO BE THE BOTTOM OF THE POND AND INTERIOR SIDES. GRASS SHOULD BE MAINTAINED AT A HEIGHT OF 4-6 INCHES UNLESS NATIVE VEGETATION IS ESTABLISHED.
- **WEED PREVENTION:**
MONITOR FOR WEEDS ON A PERIODIC BASIS (I.E. THE SPRING & FALL). IF NOXIOUS WEEDS ARE FOUND, MOWING AND/OR CHEMICAL TREAT TO PREVENT SPREAD.
- **SITE INSPECTION:**
THE FOLLOWING ITEMS SHOULD BE INSPECTED A MINIMUM OF ONCE PER YEAR AND MAINTAINED AS NEEDED:
 - CONCRETE TRICKLE CHANNEL
 - RUNDOWN
 - OUTLET STRUCTURE
 - STORM PIPE
 - EMERGENCY SPILLWAY
- **POST-MAINTENANCE CONSIDERATIONS:**
FOLLOWING COMPLETION OF MAINTENANCE ACTIVITIES, ALL DEBRIS, TRASH, AND EXCAVATED SEDIMENT MUST BE REMOVED OFFSITE.

DETENTION POND CHARACTERISTICS

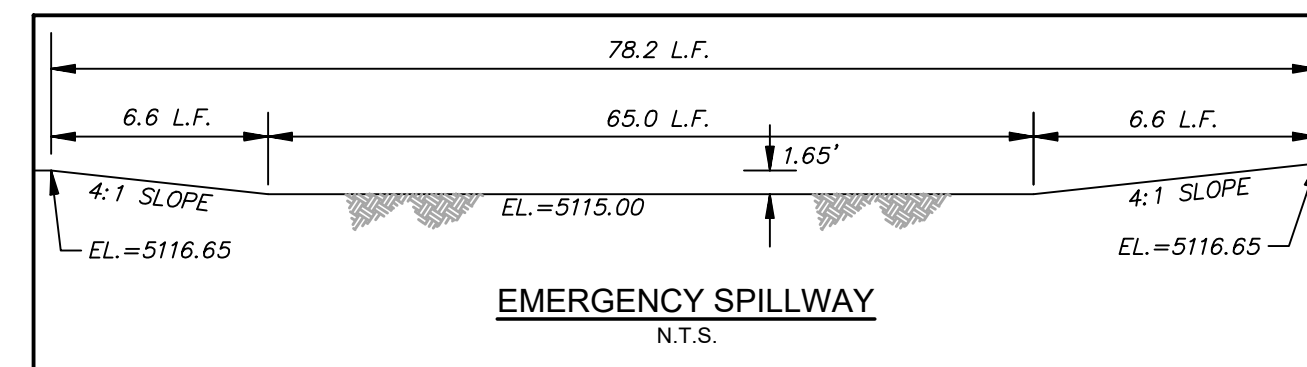
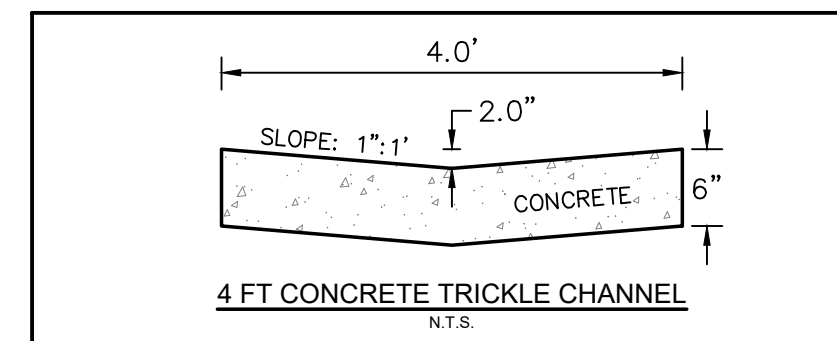
POND BOTTOM ELEV. = 5111.40
POND SPILLWAY INV. = 5115.00
POND TOP ELEV. = 5116.65

WQCV WSE=5112.79
WQCV=0.21 AC-FT

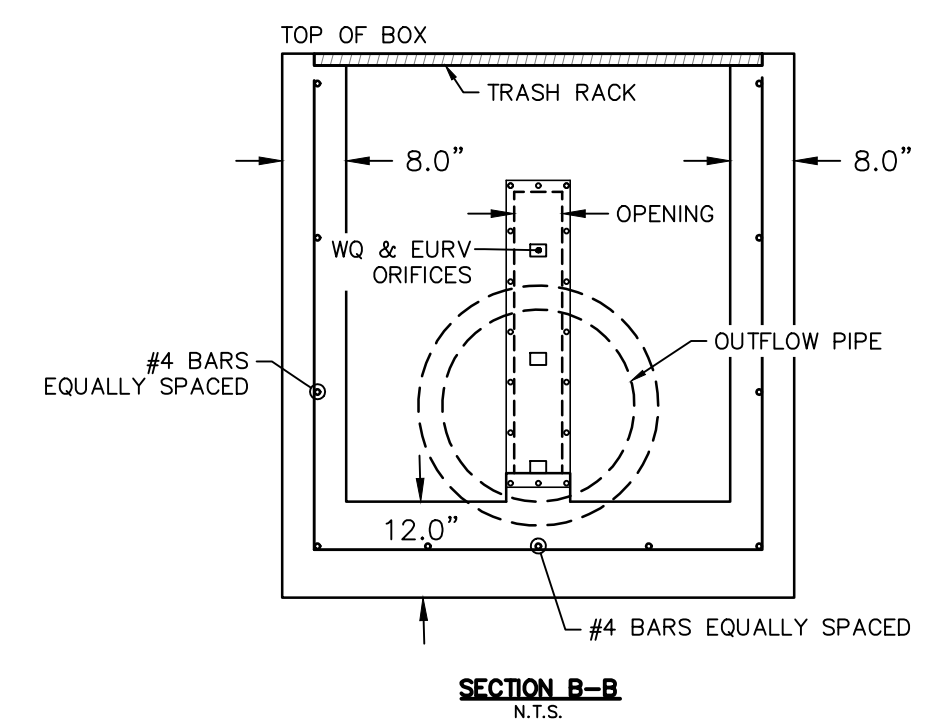
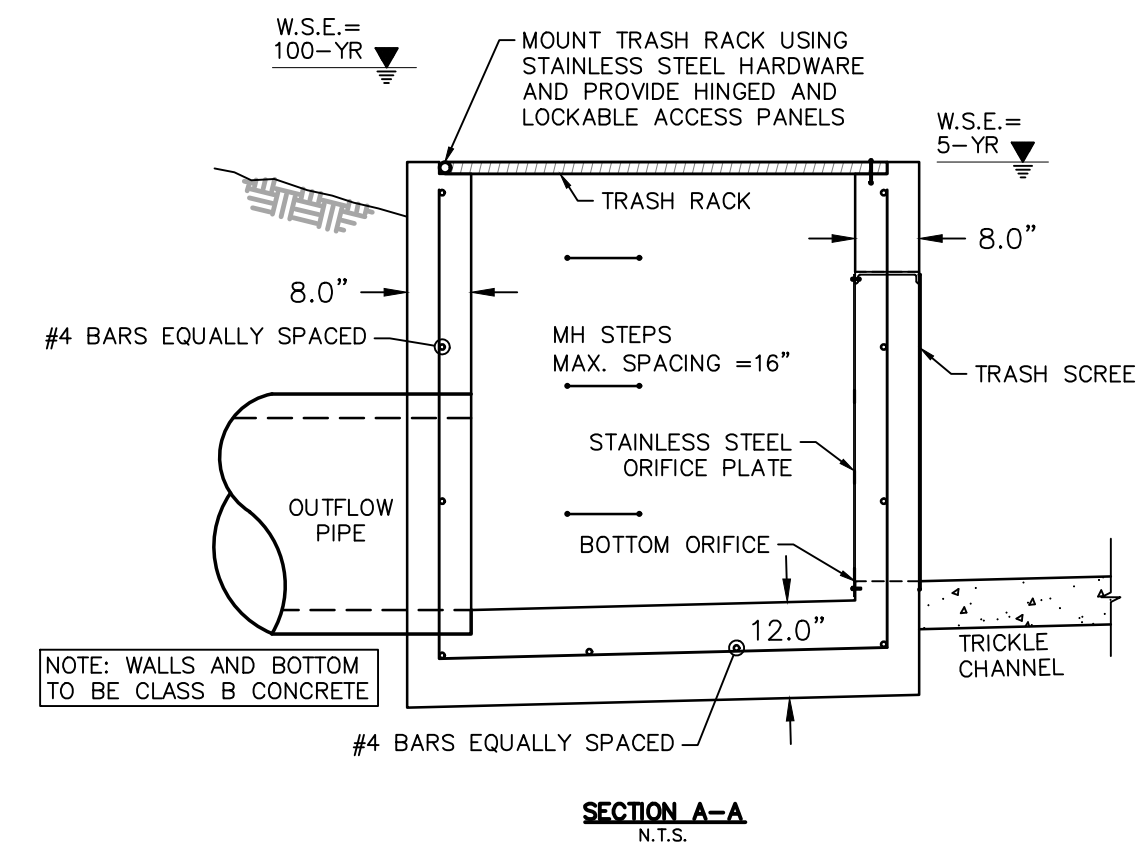
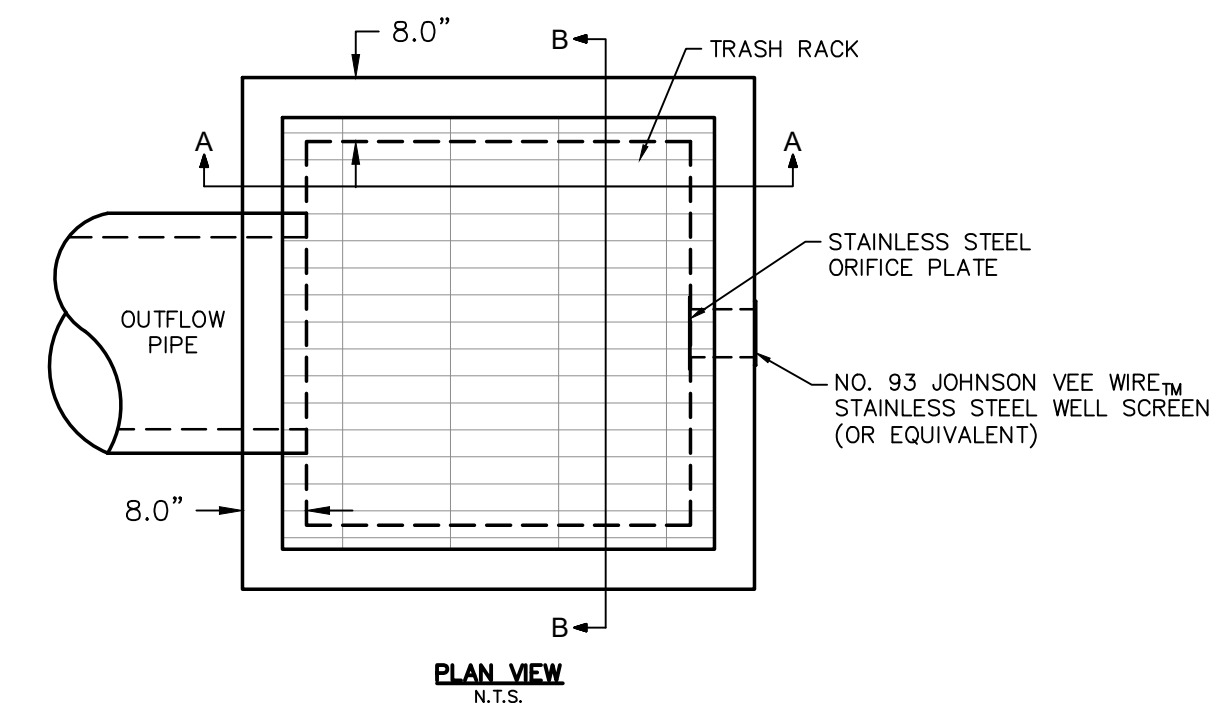
5-YEAR WSE=5113.70
5-YEAR VOL.=0.61 AC-FT

100-YR WSE=5114.60
100-YR VOL.=1.09 AC-FT

5-YEAR RELEASE RATE = 2.52
100-YEAR RELEASE RATE=14.70



TYPICAL OUTFALL STRUCTURE DETAIL



72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)

110

---	DATE
-----	------

REVISIONS

NO.	—
-----	---

NOT FOR
CONSTRUCTION

HURST

**CIVIL ENGINEERING
PLANNING
SURVEYING**

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO

DETENTION POND PLAN

PREPARED FOR:
PEAK 3 PROPERTIES, LLC

JOB NUMBER:
2713-1

DRAWN BY: JR

DESIGNED BY: TA

DATE: 01/17/2025

SCALE: 1" = 20'

SHEET NO:

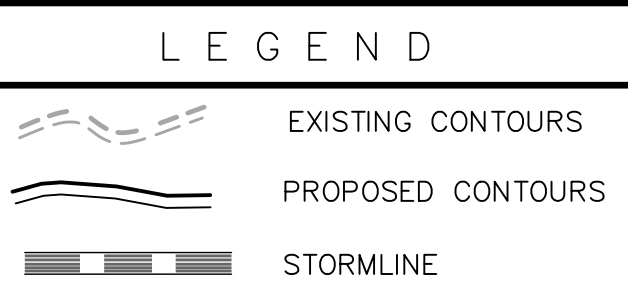
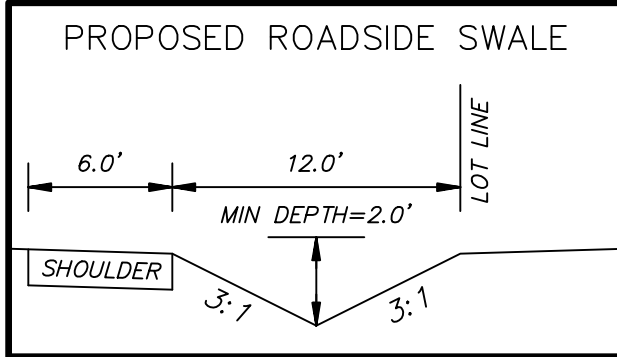
13 OF 23

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
VOL-27131	1.00	1.15	908021.26 Sq. Ft.	16271.12 Cu. Yd.	17019.57 Cu. Yd.	748.45 Cu. Yd.<Fill>
Totals			908021.26 Sq. Ft.	16271.12 Cu. Yd.	17019.57 Cu. Yd.	748.45 Cu. Yd.<Fill>

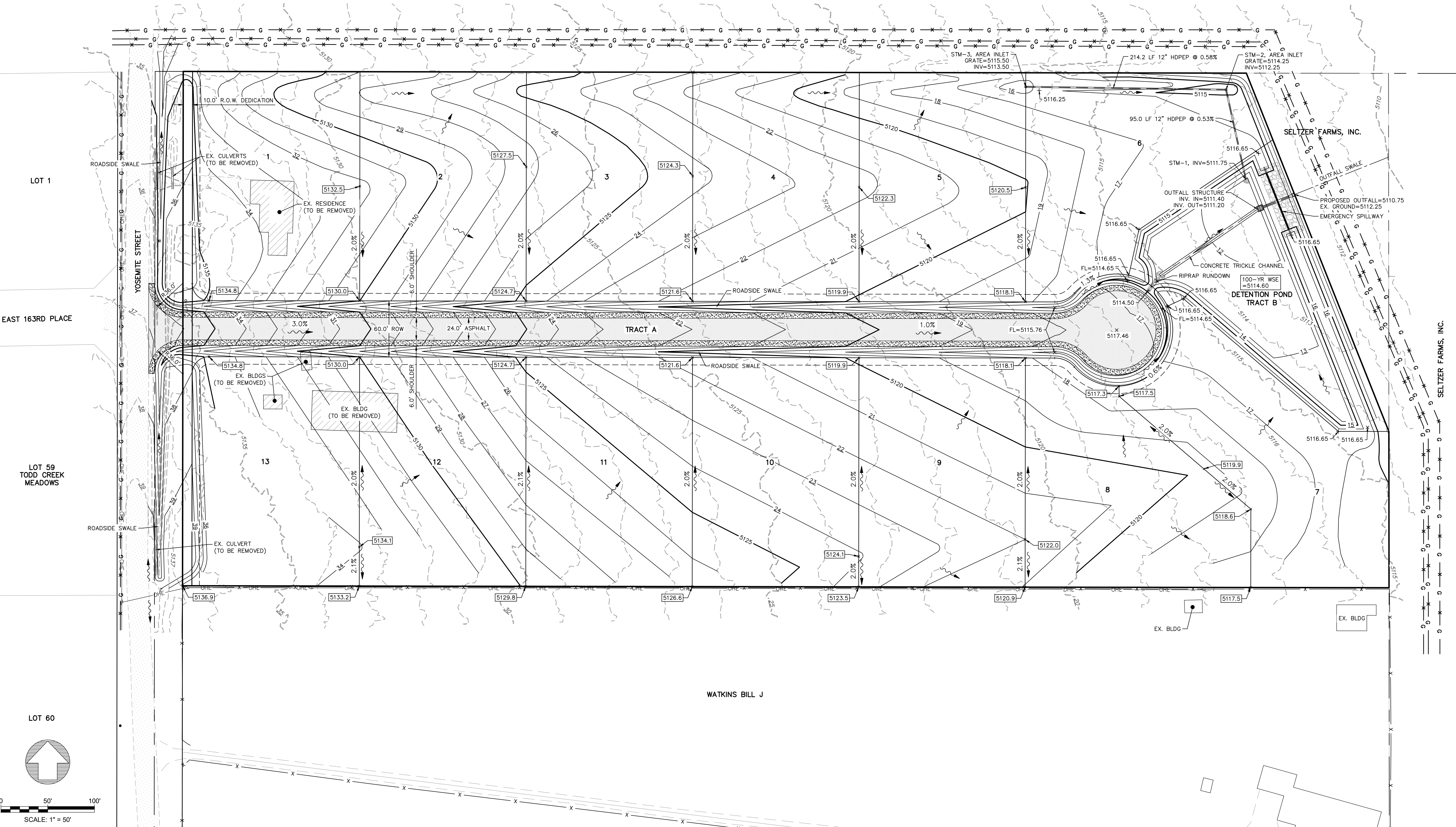
THE ENCLAVE AT TODD CREEK
GRADING PLAN

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES



DETENTION POND OUTFALL NOTES
1. DETENTION POND OUTFALL WILL BE COORDINATED WITH SELTZER FARMS, INC. WITH FINAL CONSTRUCTION PLANS. THE ADJOINING PROPERTY OWNER EXPRESSED AN INTEREST TO DISCUSS THIS ISSUE IN EARLY 2025.
2. EXISTING GAS LINES WILL BE POT-HOLED WITH FINAL CONSTRUCTION PLANS.

SELTZER FARMS, INC.



NOT FOR
CONSTRUCTION

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO

GRADING PLAN

PREPARED FOR:
PEAK 3 PROPERTIES, LLC

JOB NUMBER:	2713-1
DRAWN BY:	TA
DESIGNED BY:	TA
DATE:	01/17/2025
SCALE:	1"=50'
SHEET NO:	14 OF 23

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)

100

[illegible]

NOT FOR
CONSTRUCTION

HURST

**CIVIL ENGINEERING
PLANNING
SURVEYING**

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.440.0105

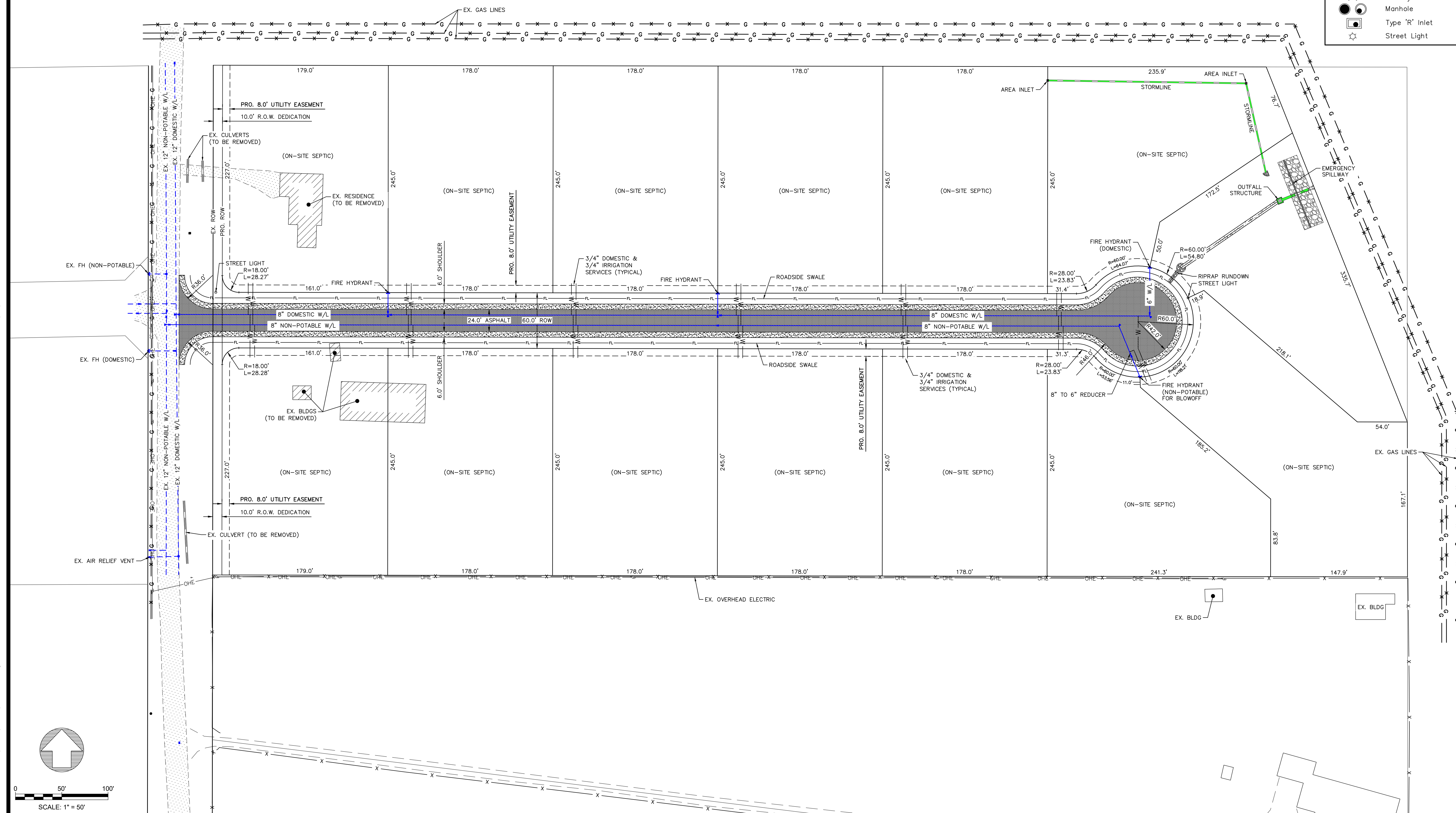
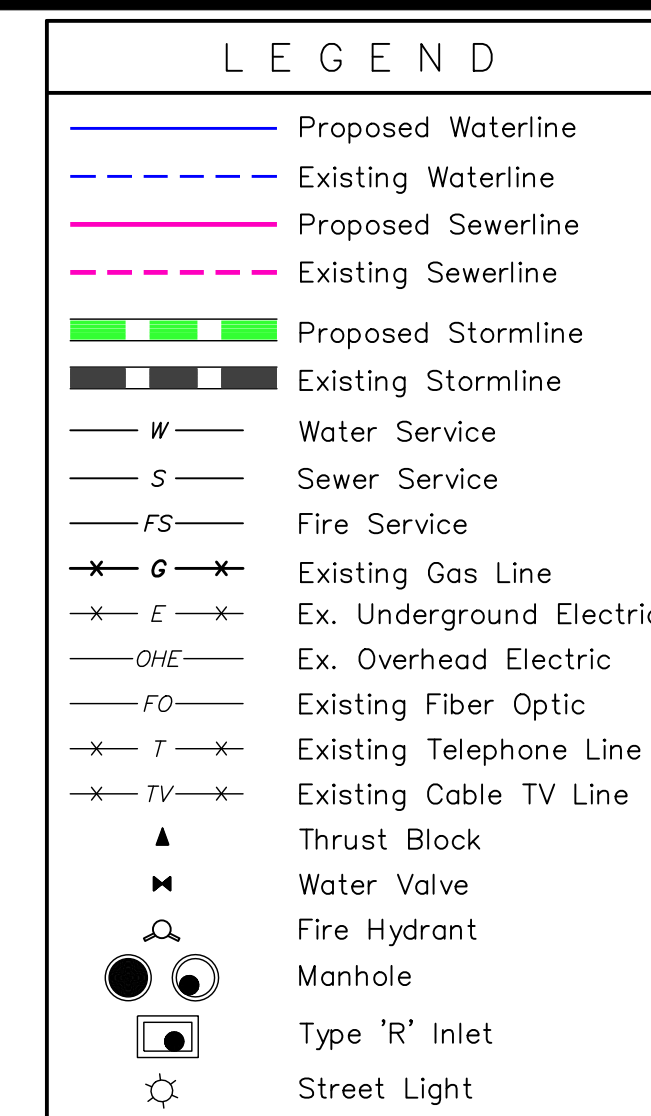
THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO

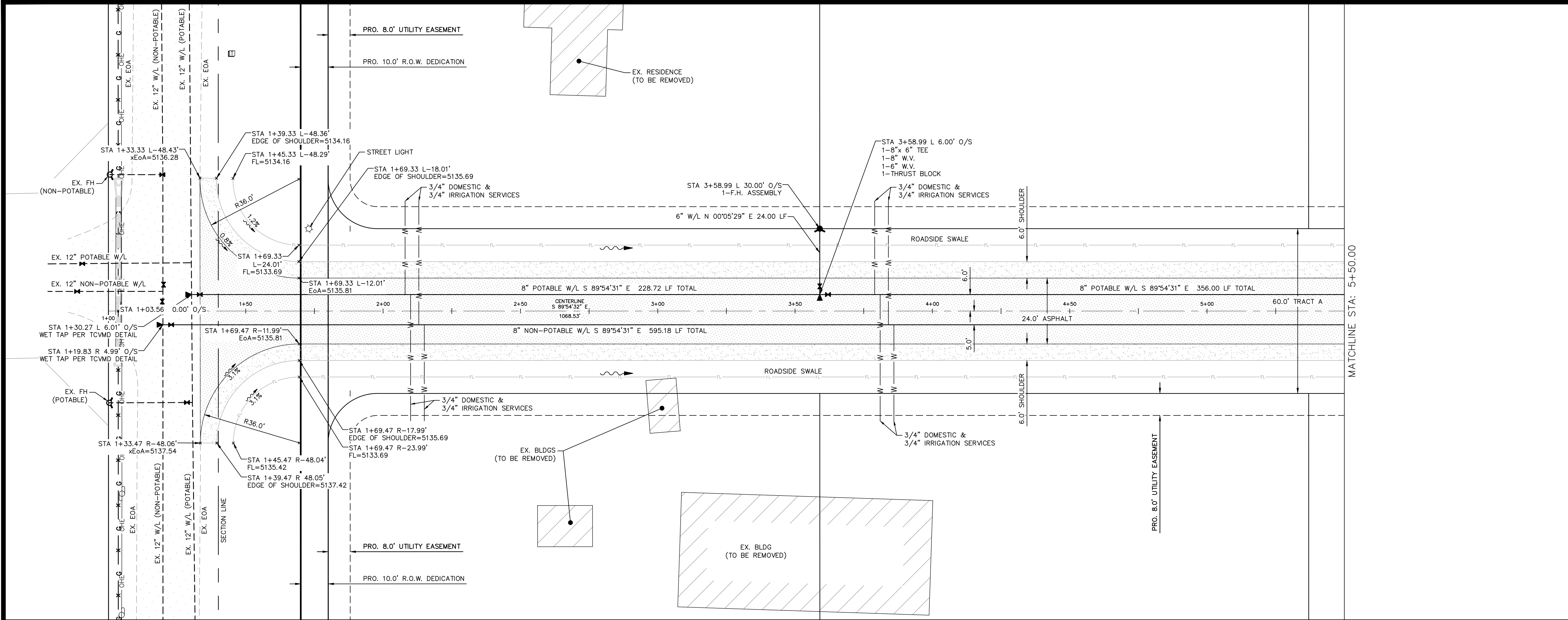
UTILITY PLAN

PREPARED FOR:
BEAK 2 PROPERTIES LLC

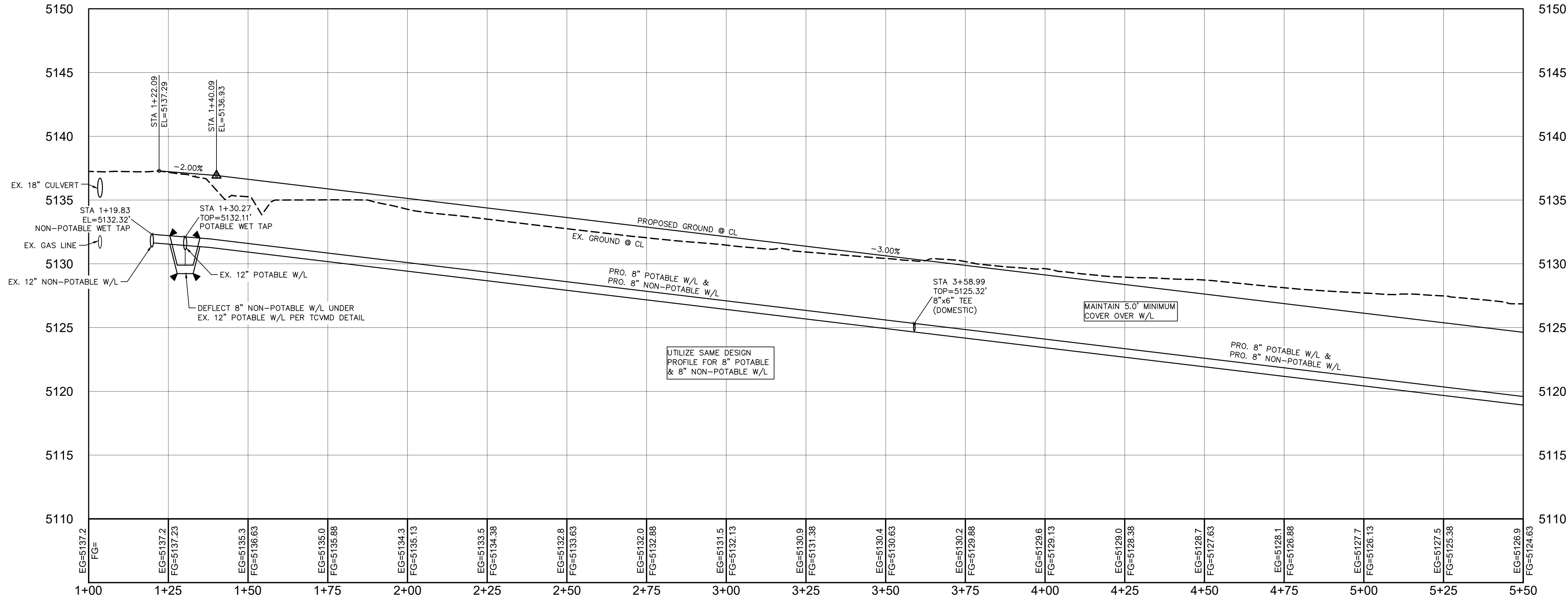
JOB NUMBER:	2713-1
DRAWN BY:	TA/JR
DESIGNED BY:	TA
DATE:	01/17/202
SCALE:	1"=50'
SHEET NO:	

15 OF 23





Alignment - TRACT A CL PROFILE
SCALE: (H) 1" = 20' (V) 1" = 5'
START STA: 1+00.00, END STA: 5+50.00



LEGEND

- Proposed Waterline
- Existing Waterline
- Proposed Sewerline
- Existing Sewerline
- Stormline
- Water Service
- Sewer Service
- Fire Service
- Existing Gas Line
- Ex. Underground Electric
- Ex. Overhead Electric
- Existing Fiber Optic
- Existing Telephone Line
- Existing Cable TV Line
- Thrust Block
- Water Valve
- Fire Hydrant
- Plug
- Manhole
- Type 'R' Inlet
- Existing Contours
- Proposed Contours
- Street Light
- Install Handicap Ramp

KEY MAP

NOT FOR CONSTRUCTION

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO
TRACT A
STA 1+00 - 5+50
PREPARED FOR:
PEAK 3 PROPERTIES, LLC

JOB NUMBER: 2713-1
DRAWN BY: AJC
DESIGNED BY: TA
DATE: 01/17/2025
SCALE: 1" = 20'
SHEET NO: 16 OF 23

0 20' 40'
SCALE: 1" = 20'

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (1-800-4-A-DIG)

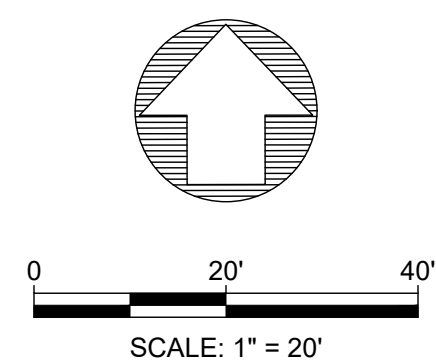
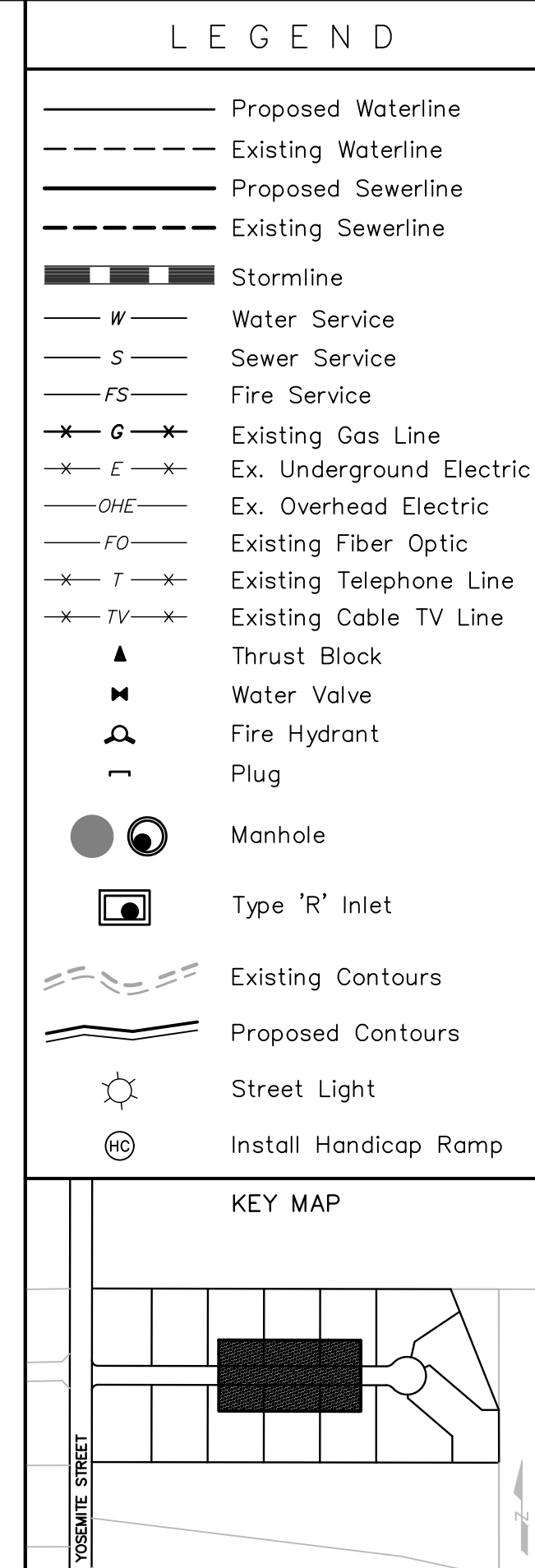
811

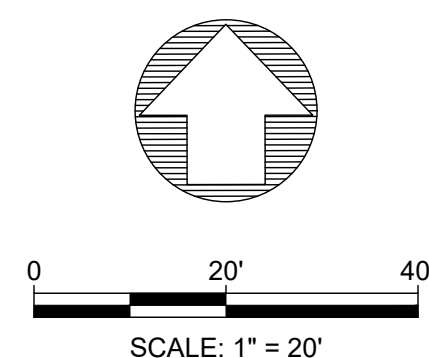
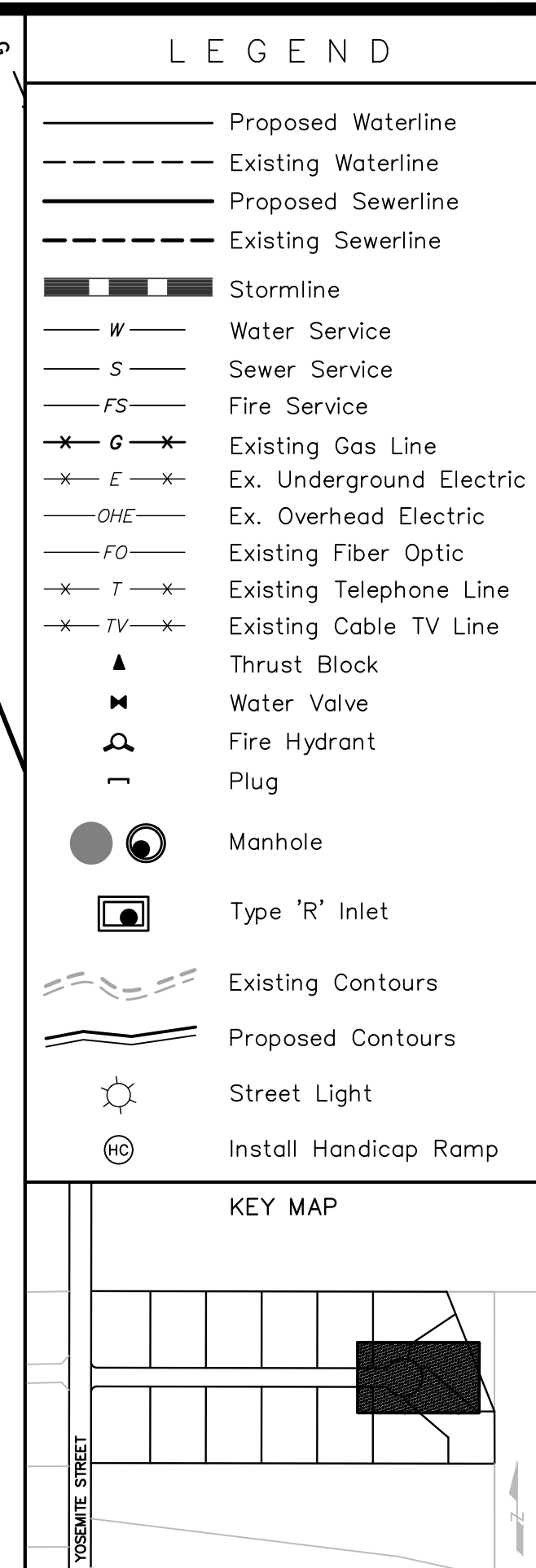
DATE: 01/17/2025

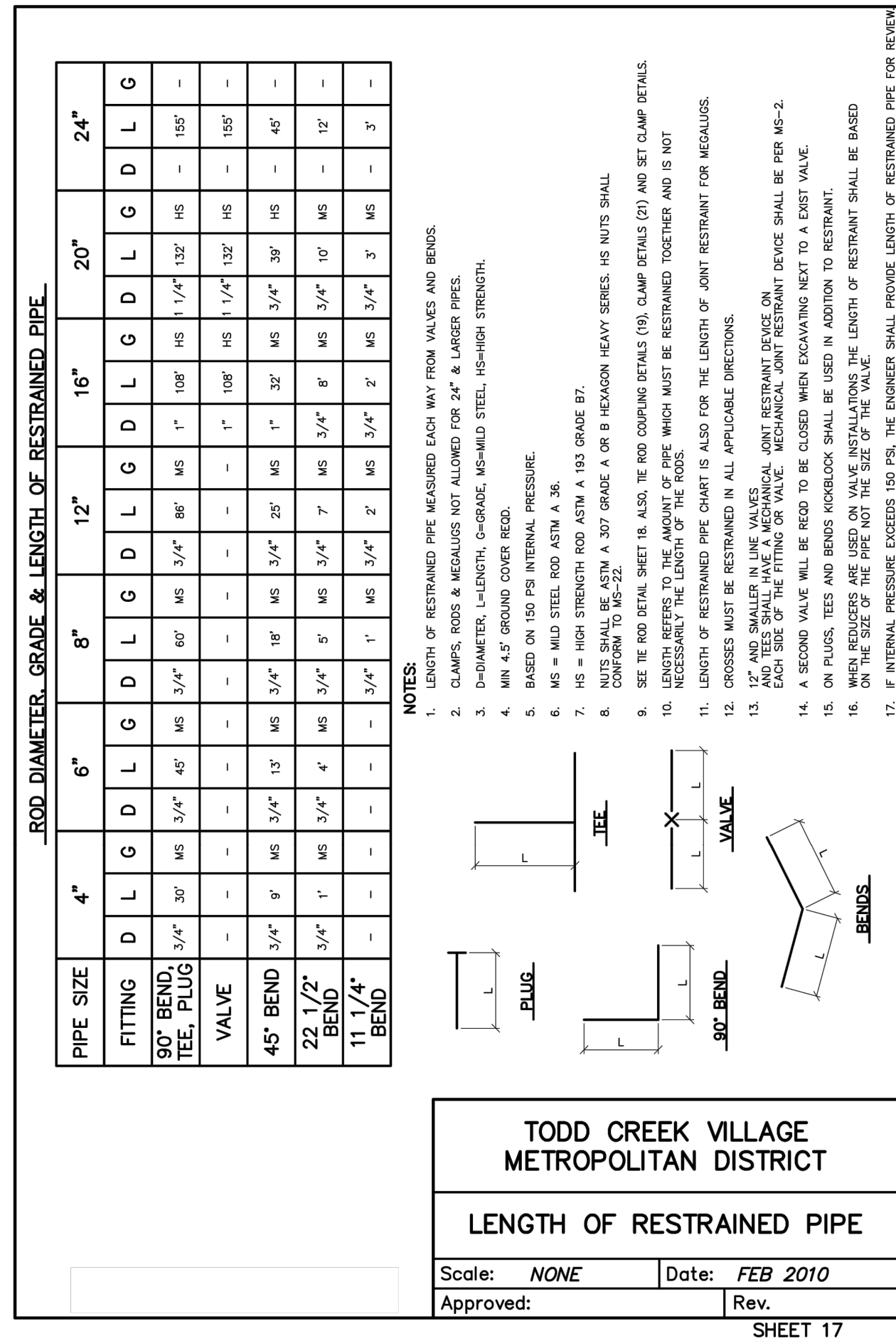
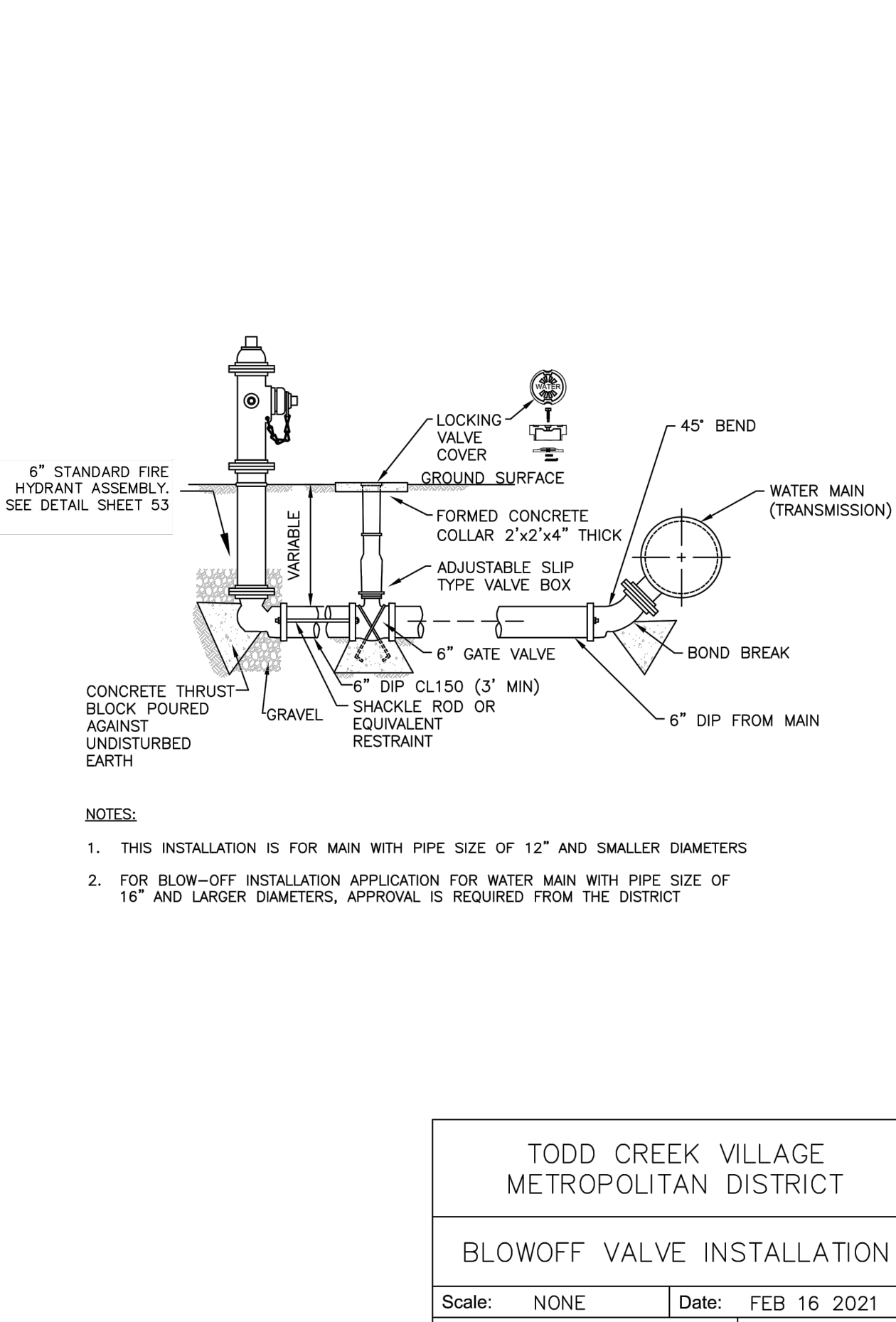
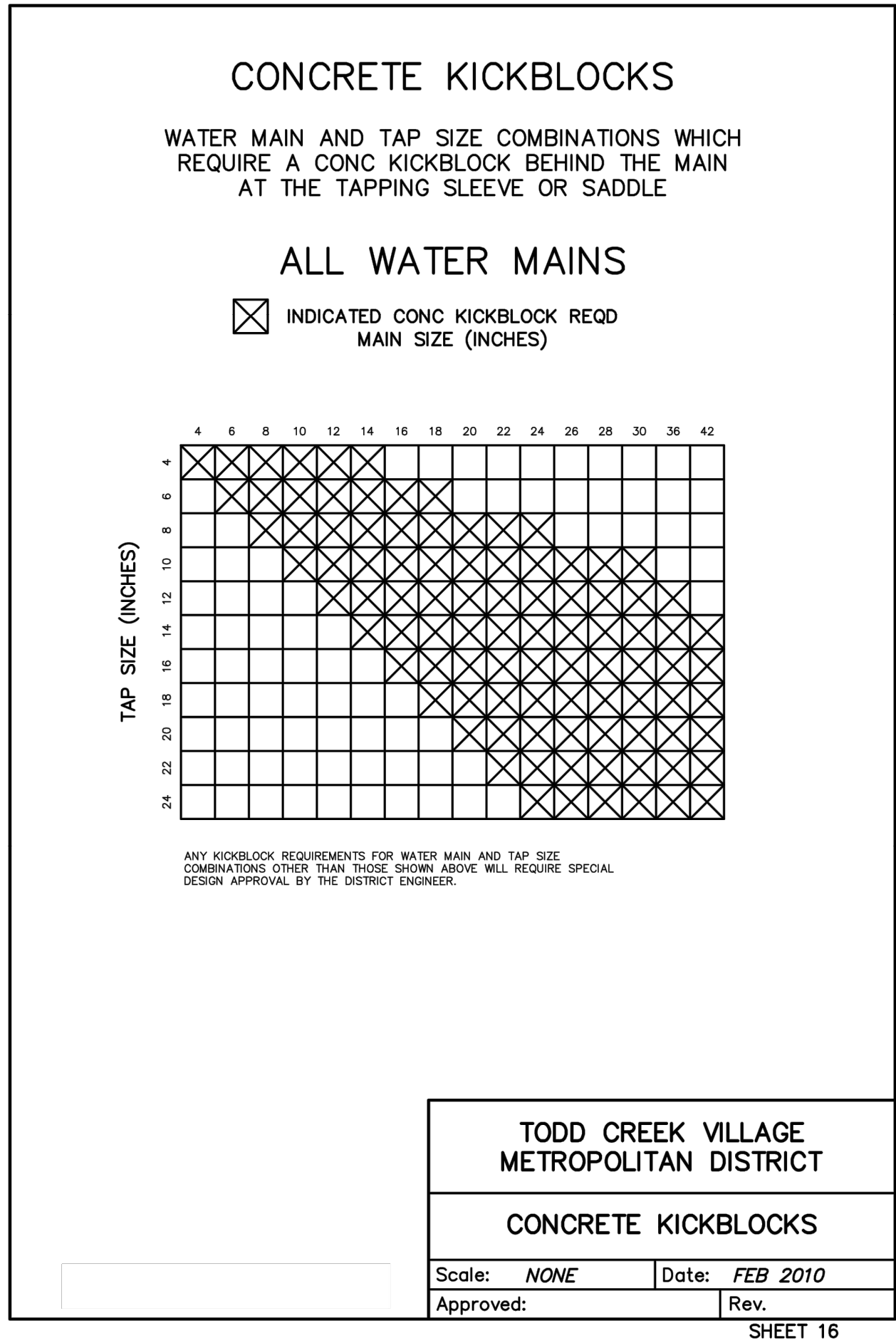
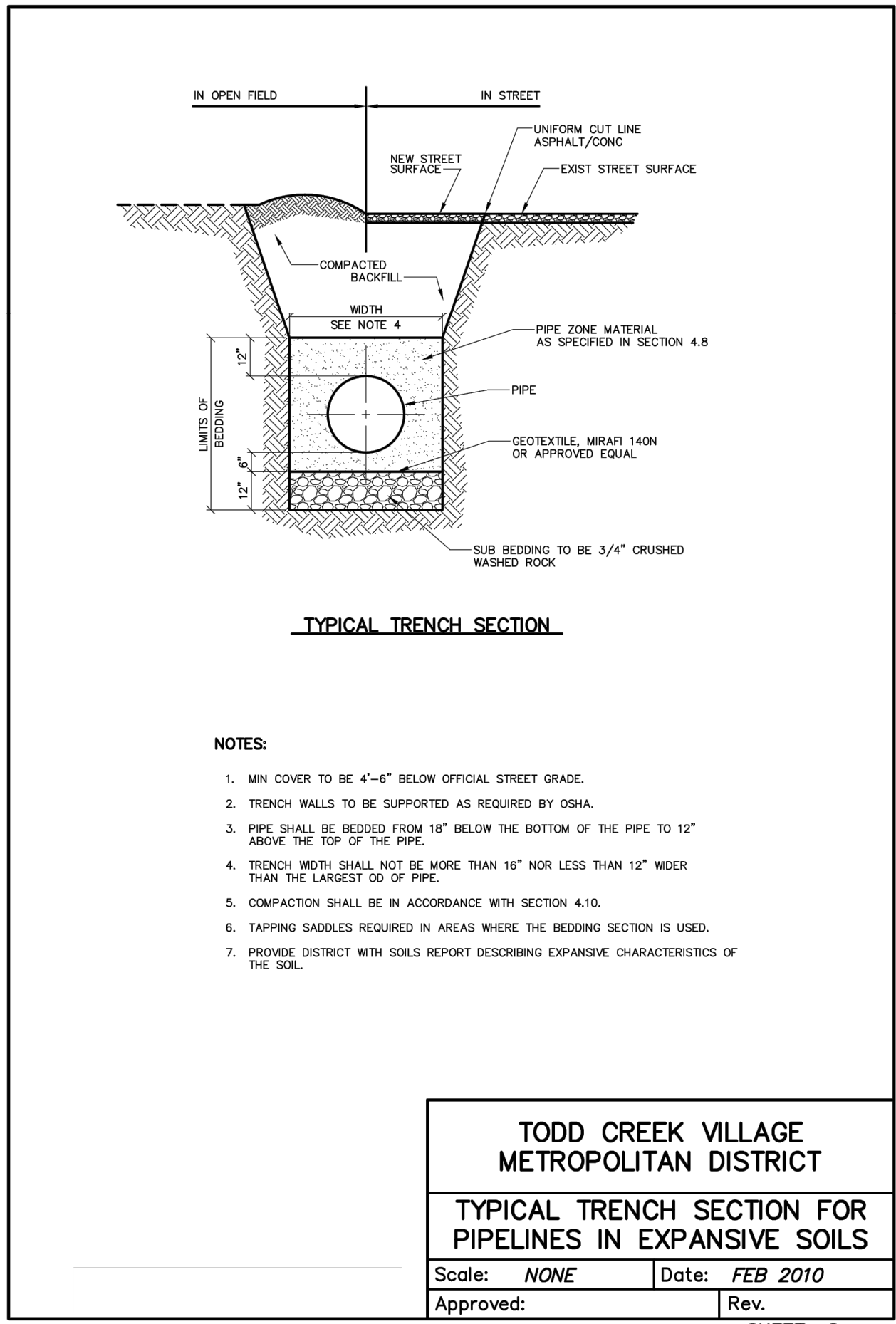
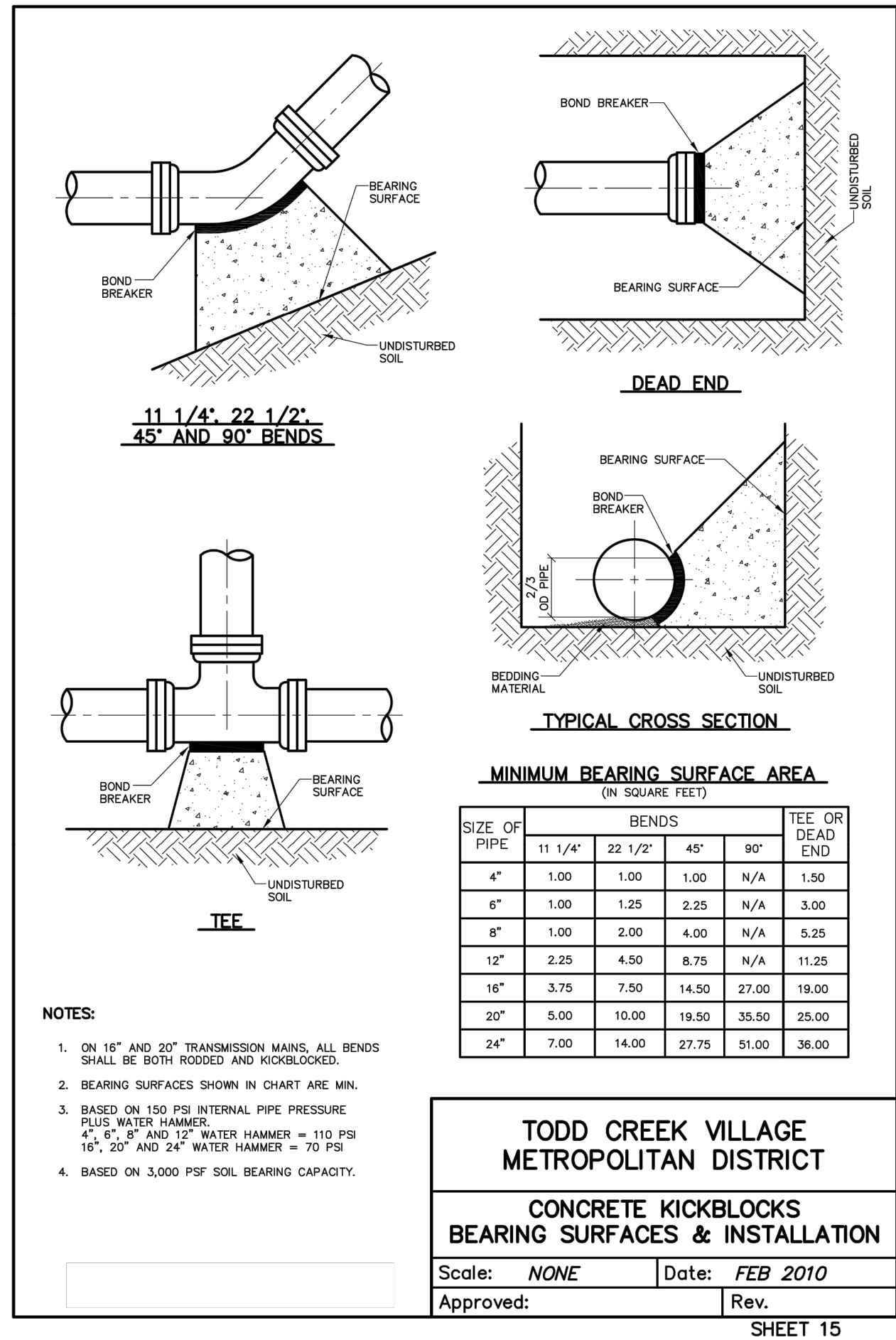
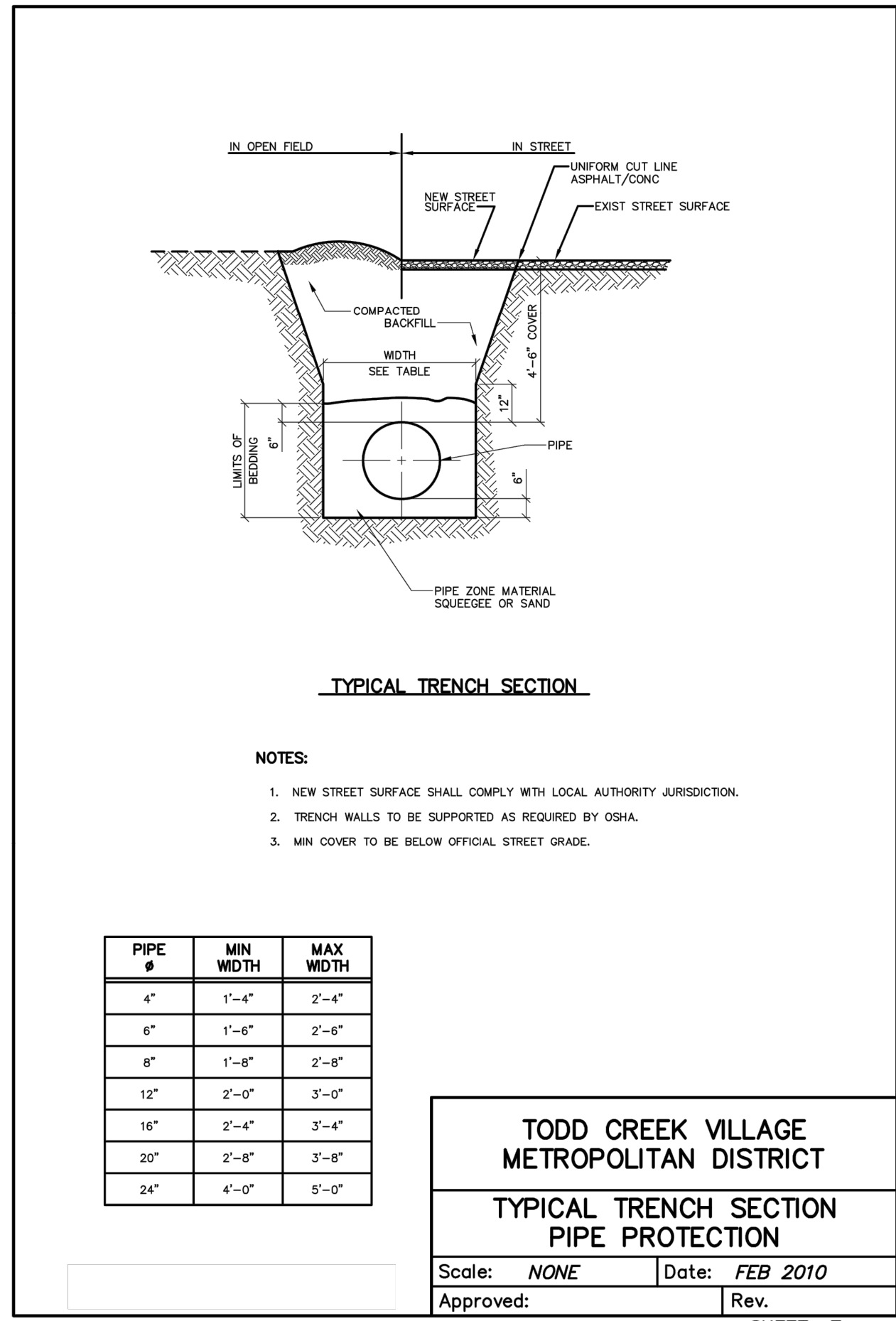
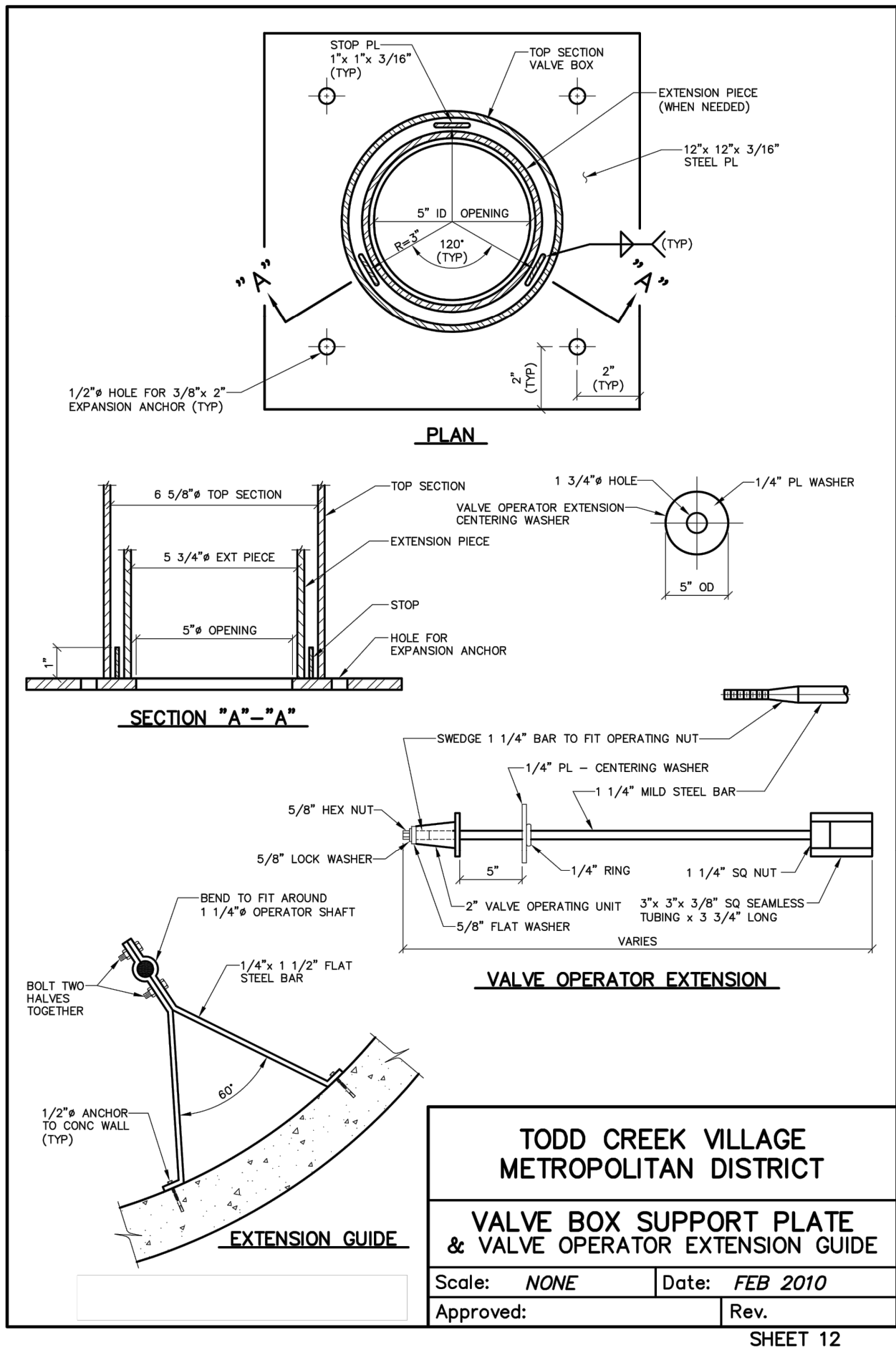
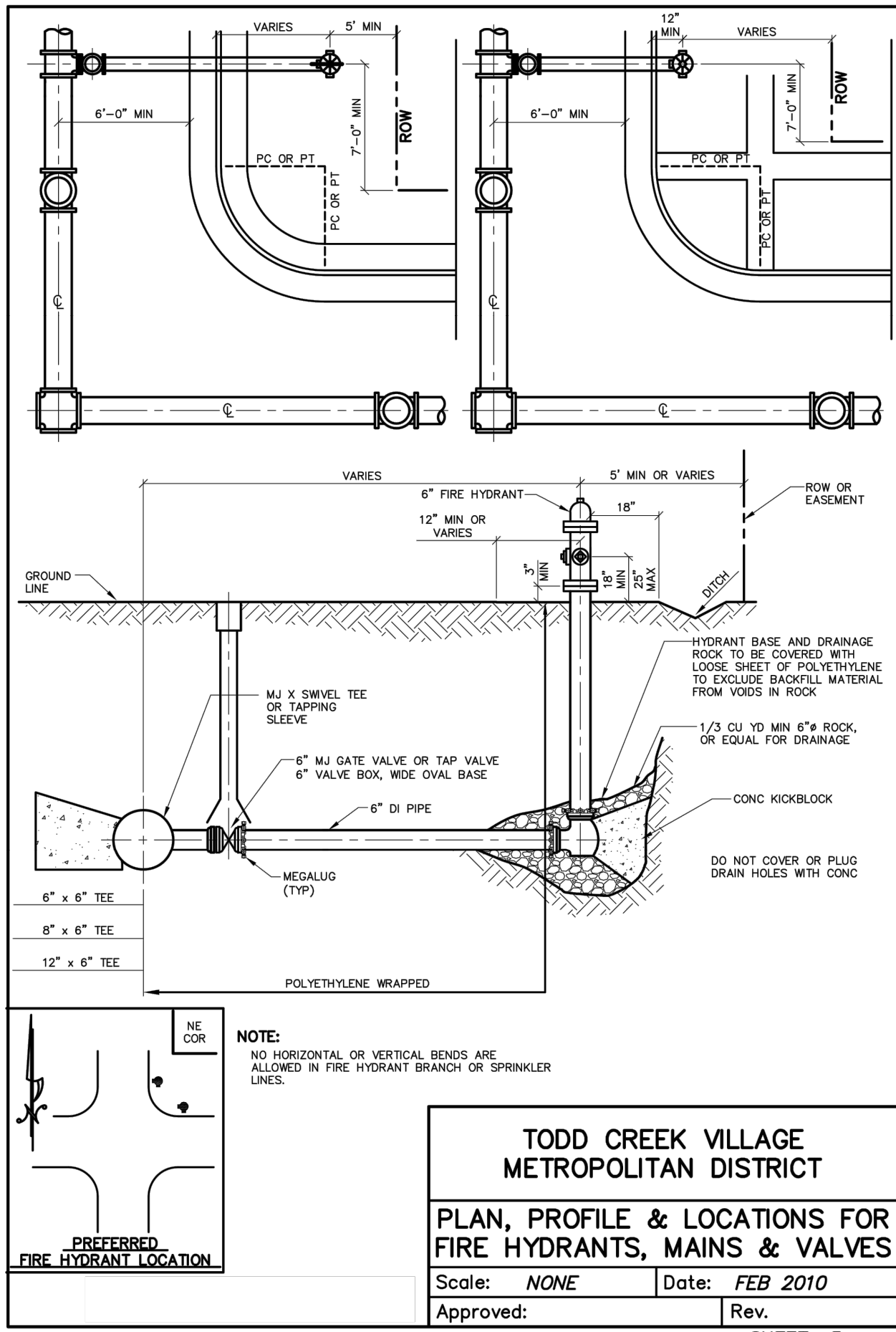
NO. 1

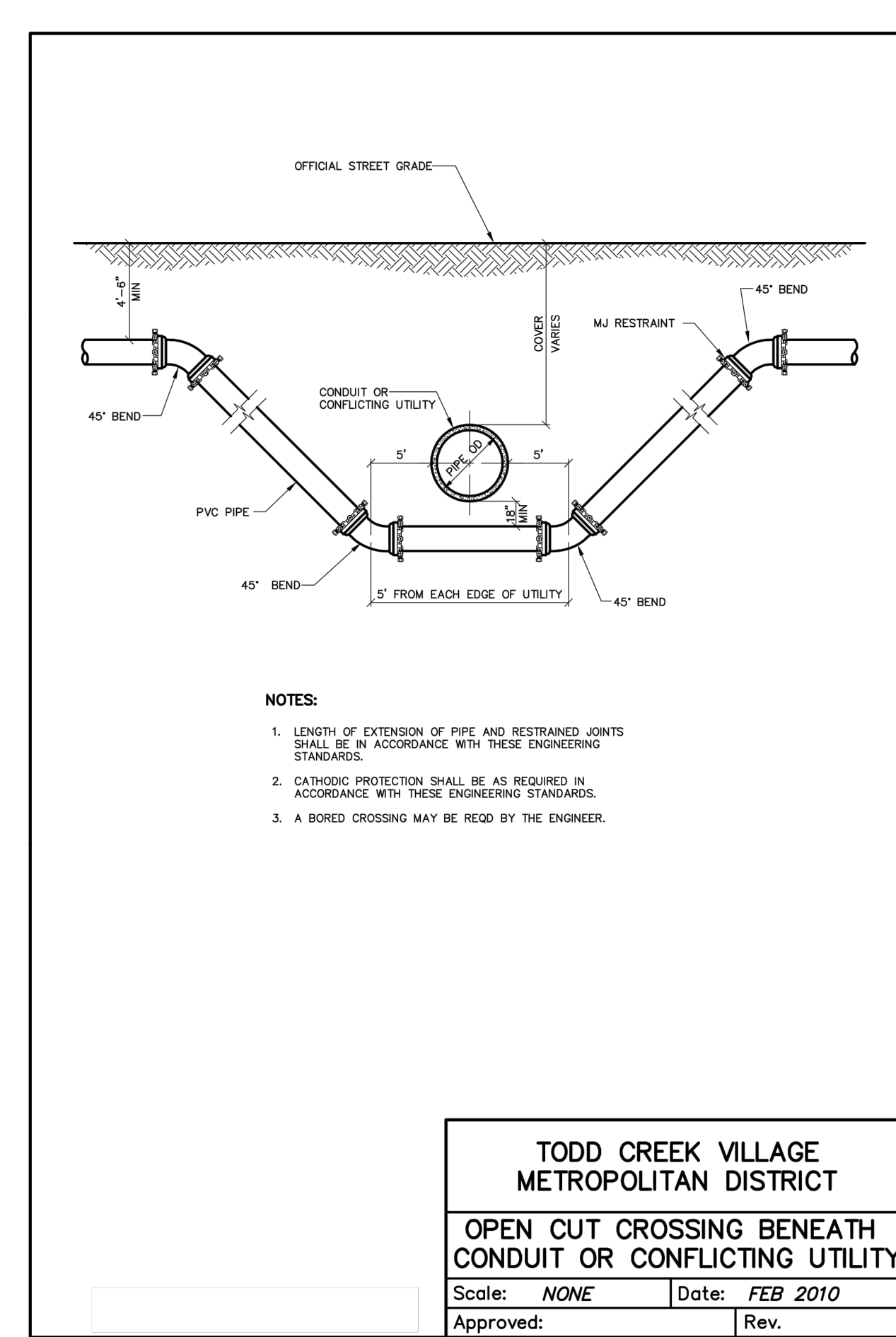
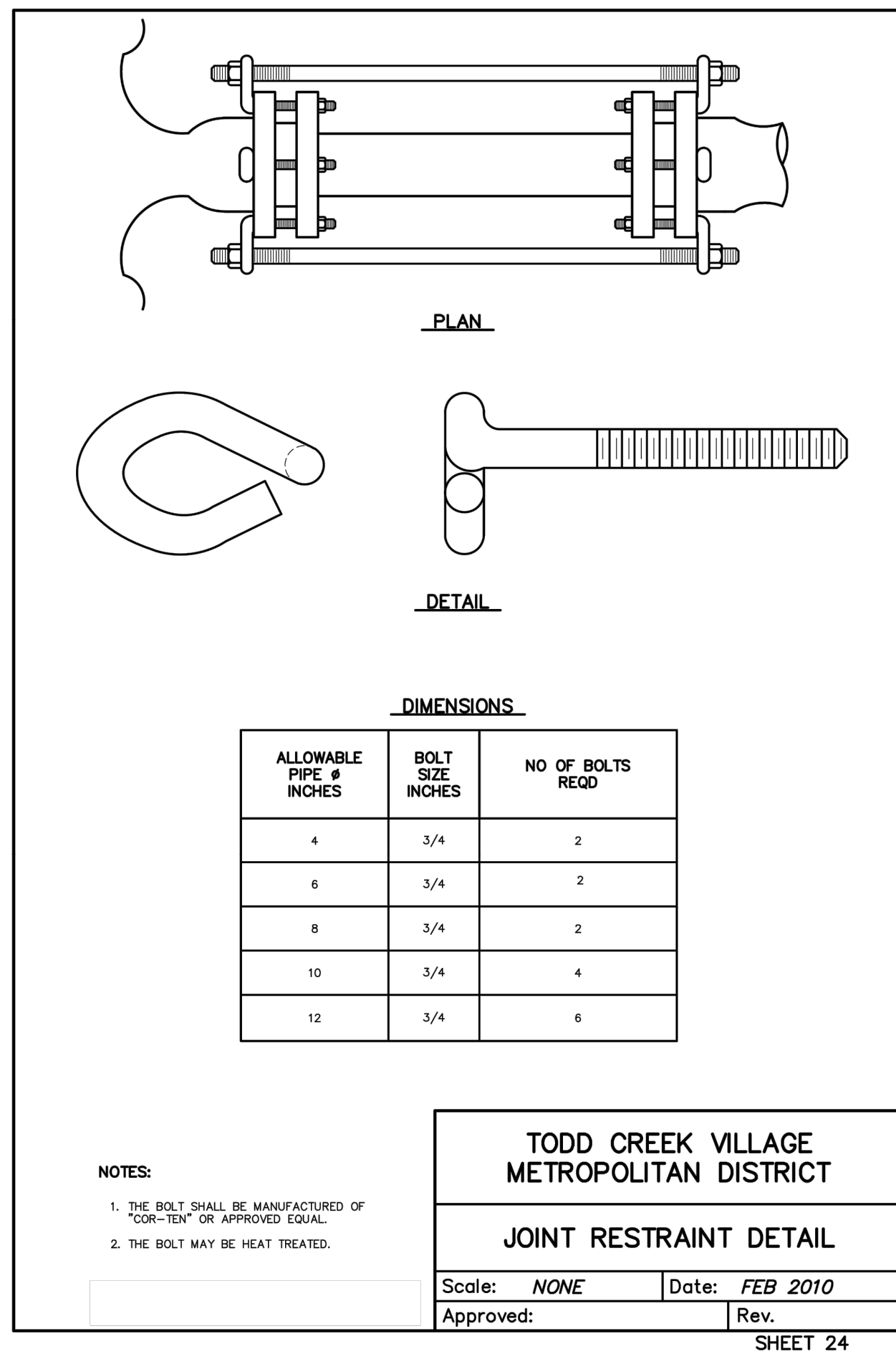
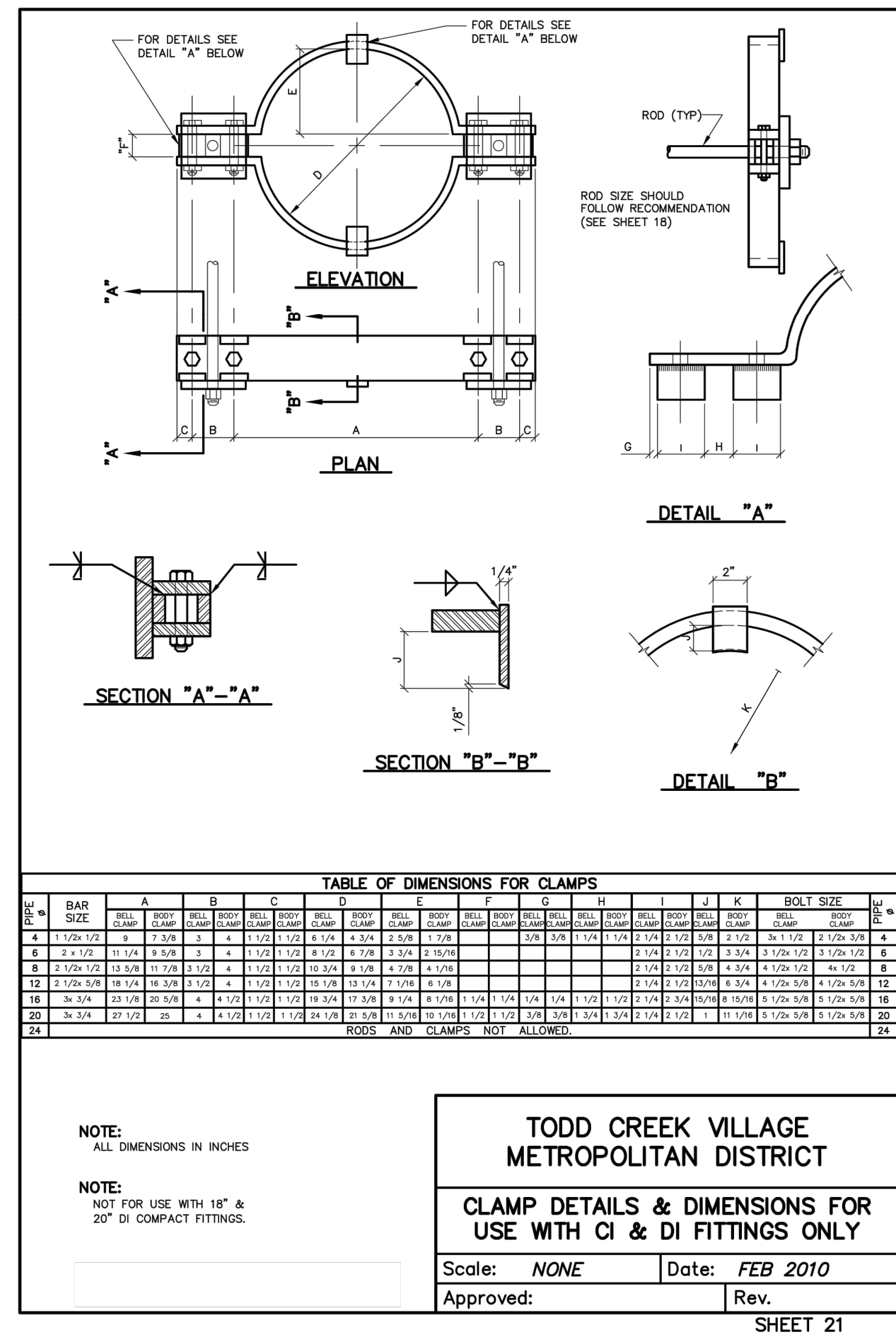
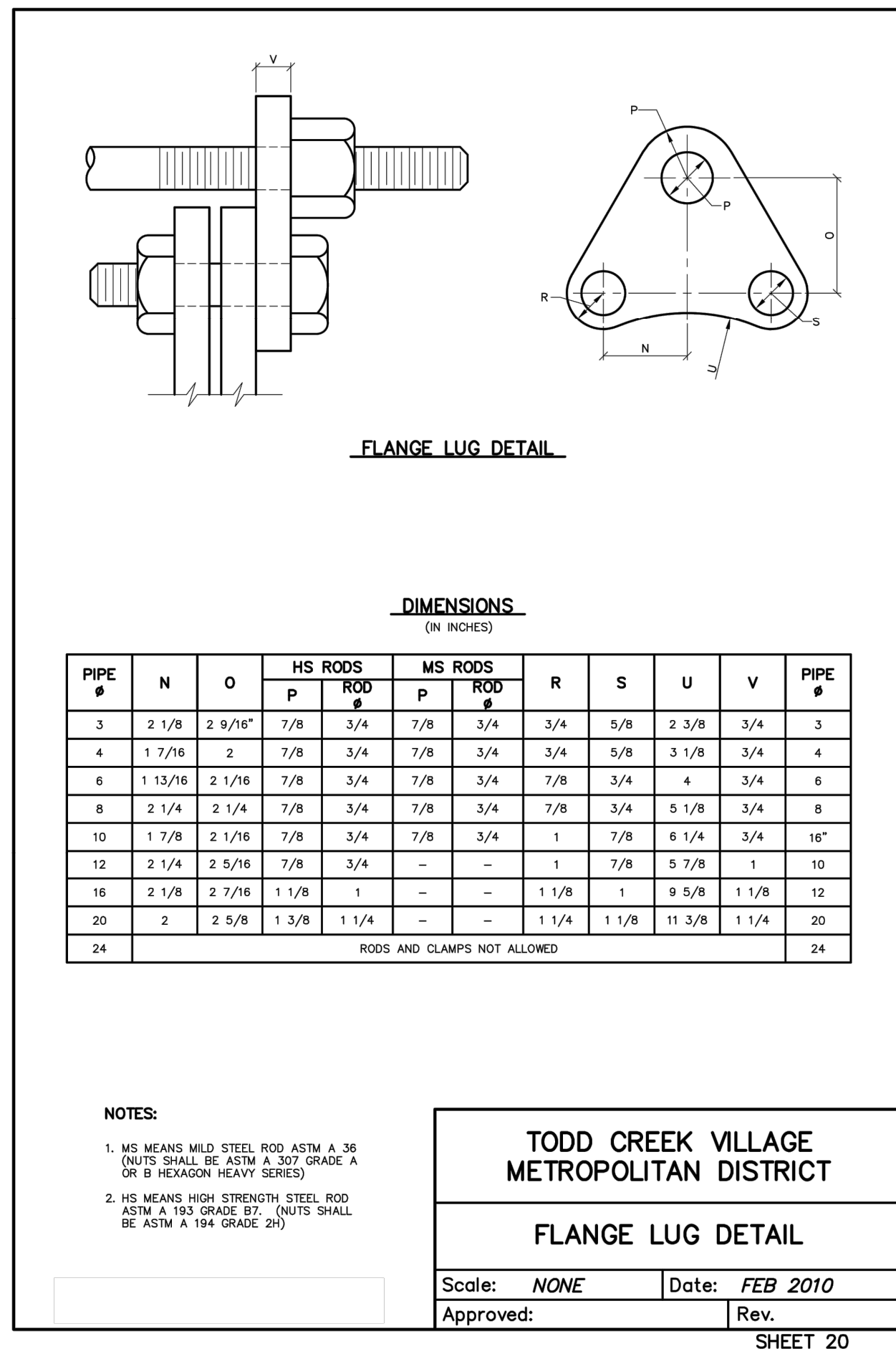
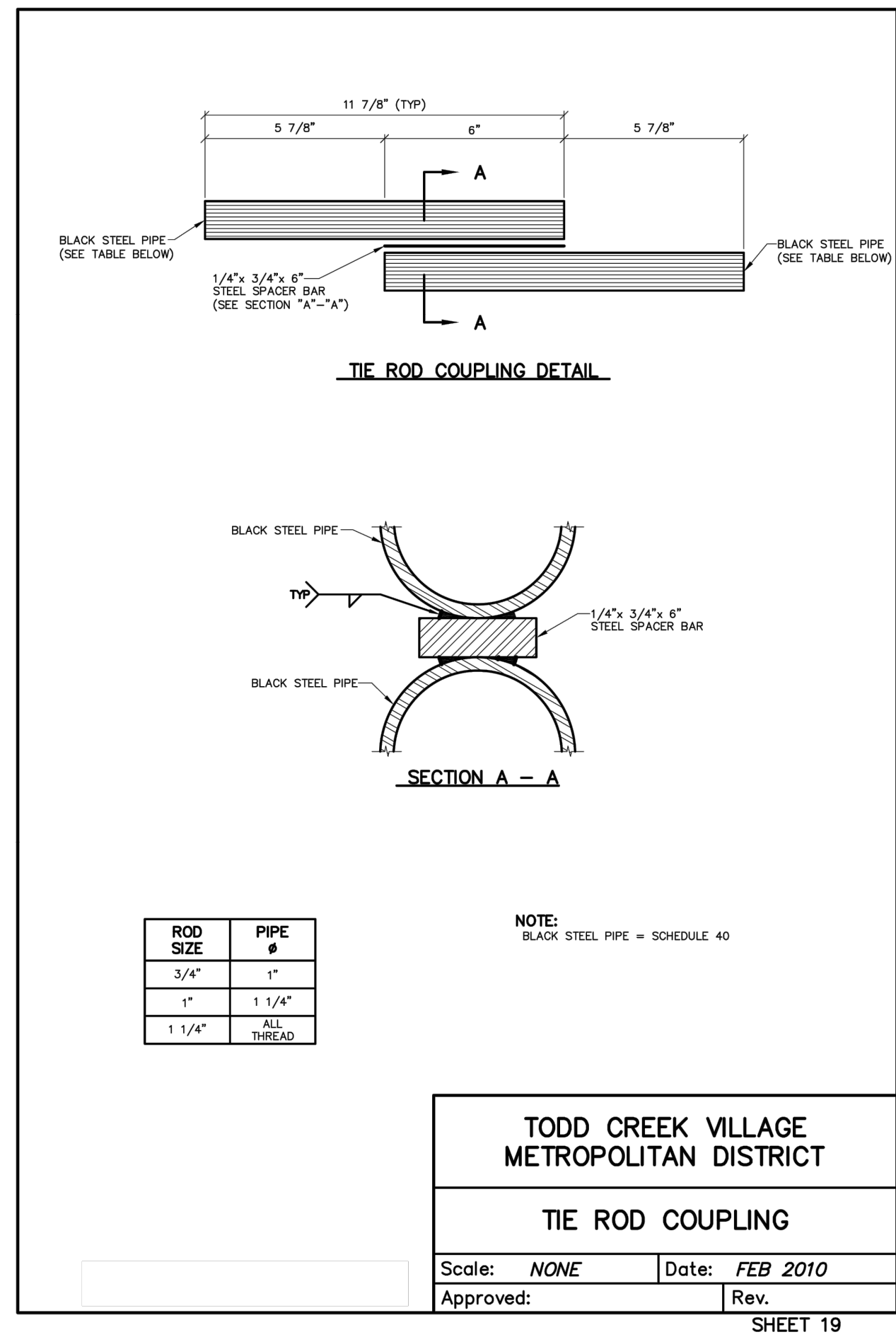
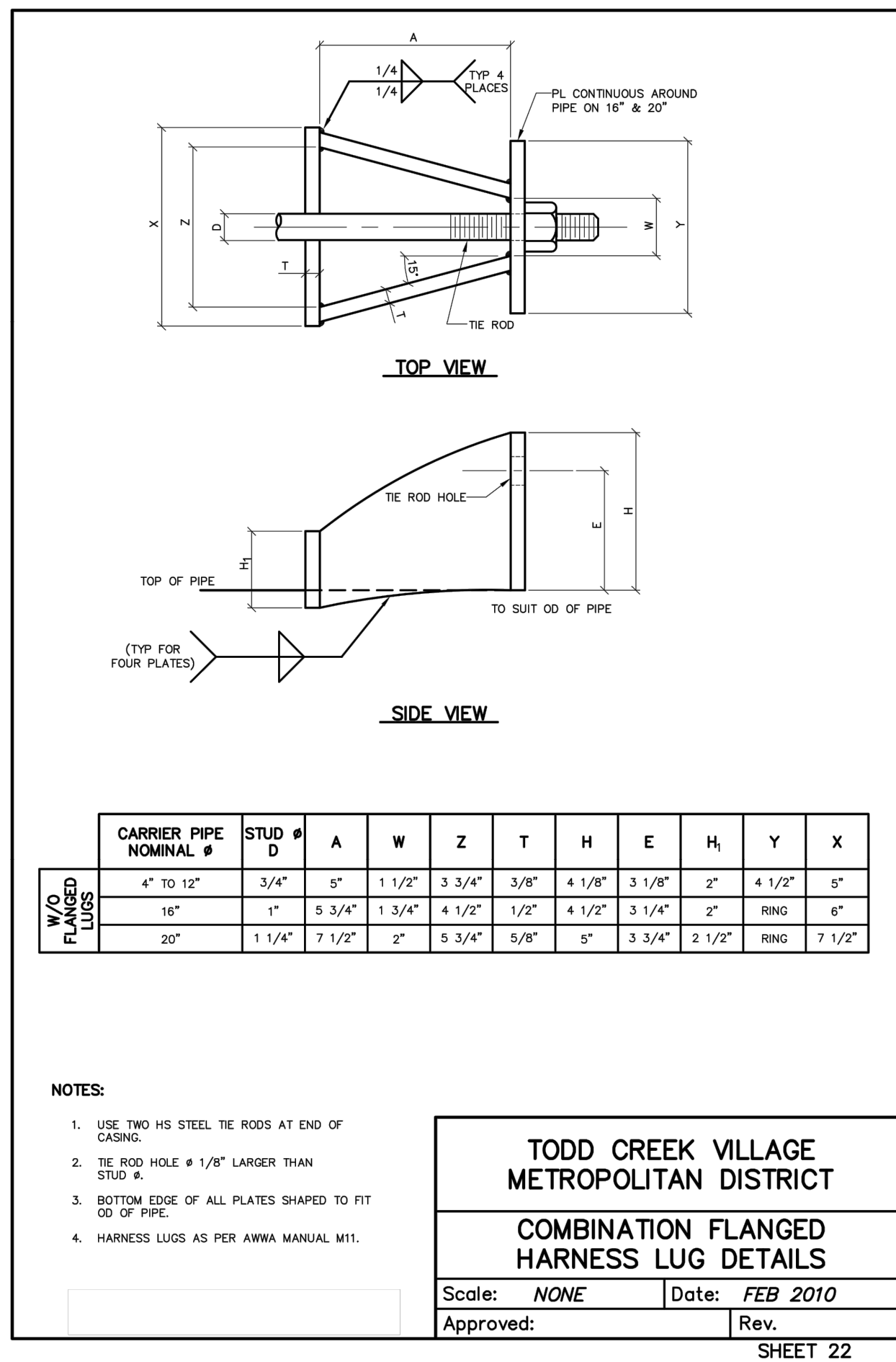
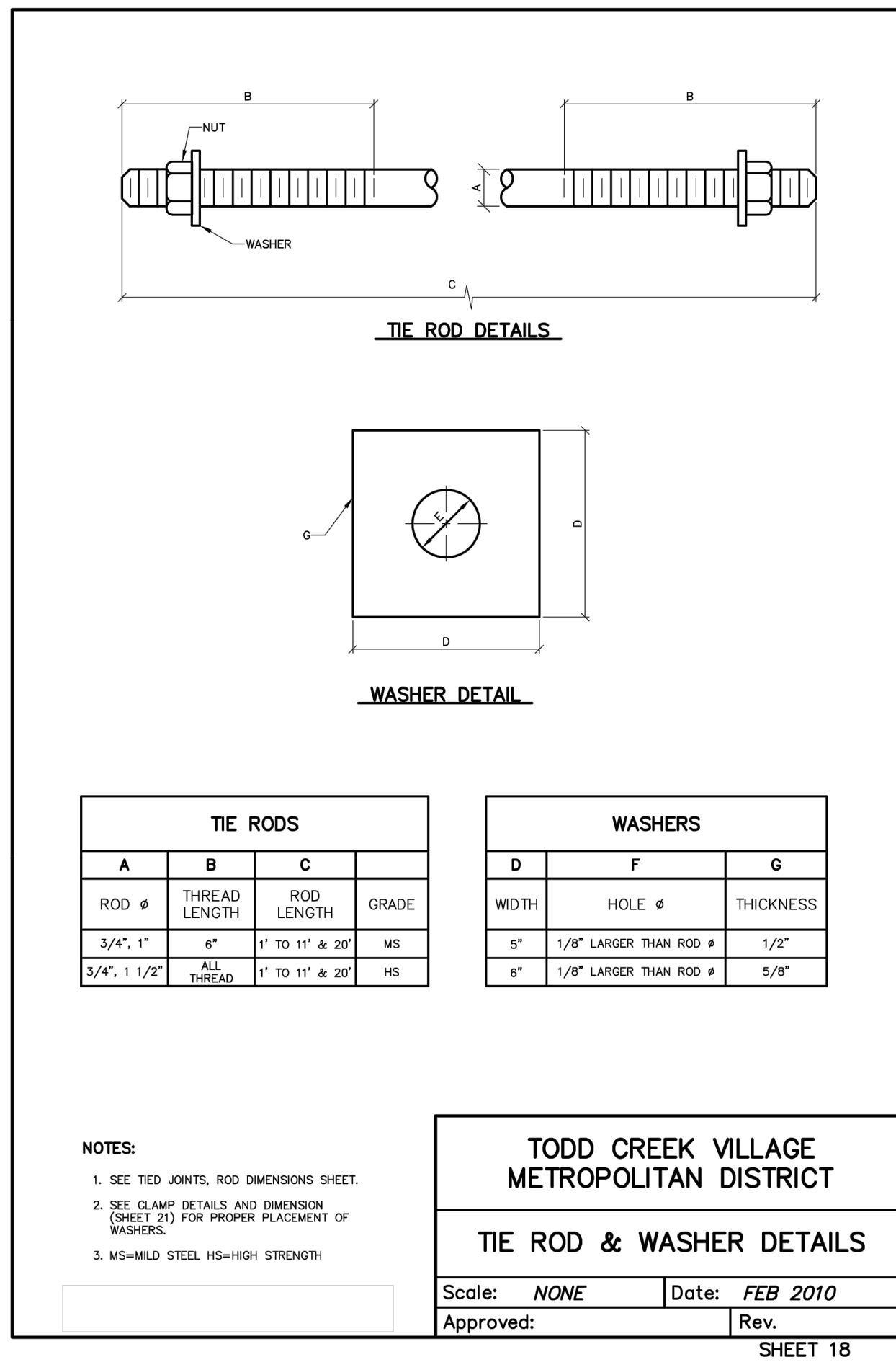
REVISIONS

16 OF 23



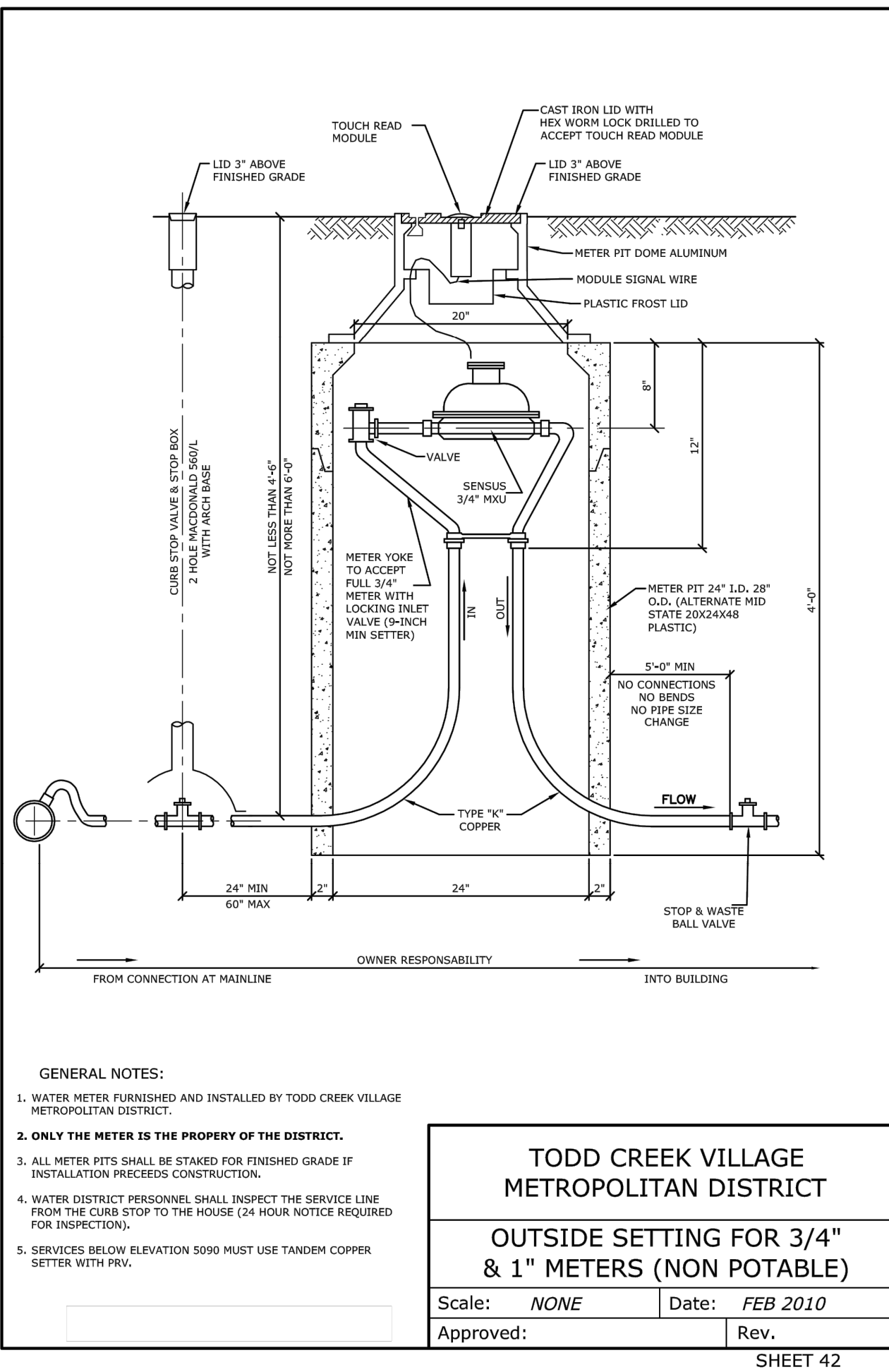
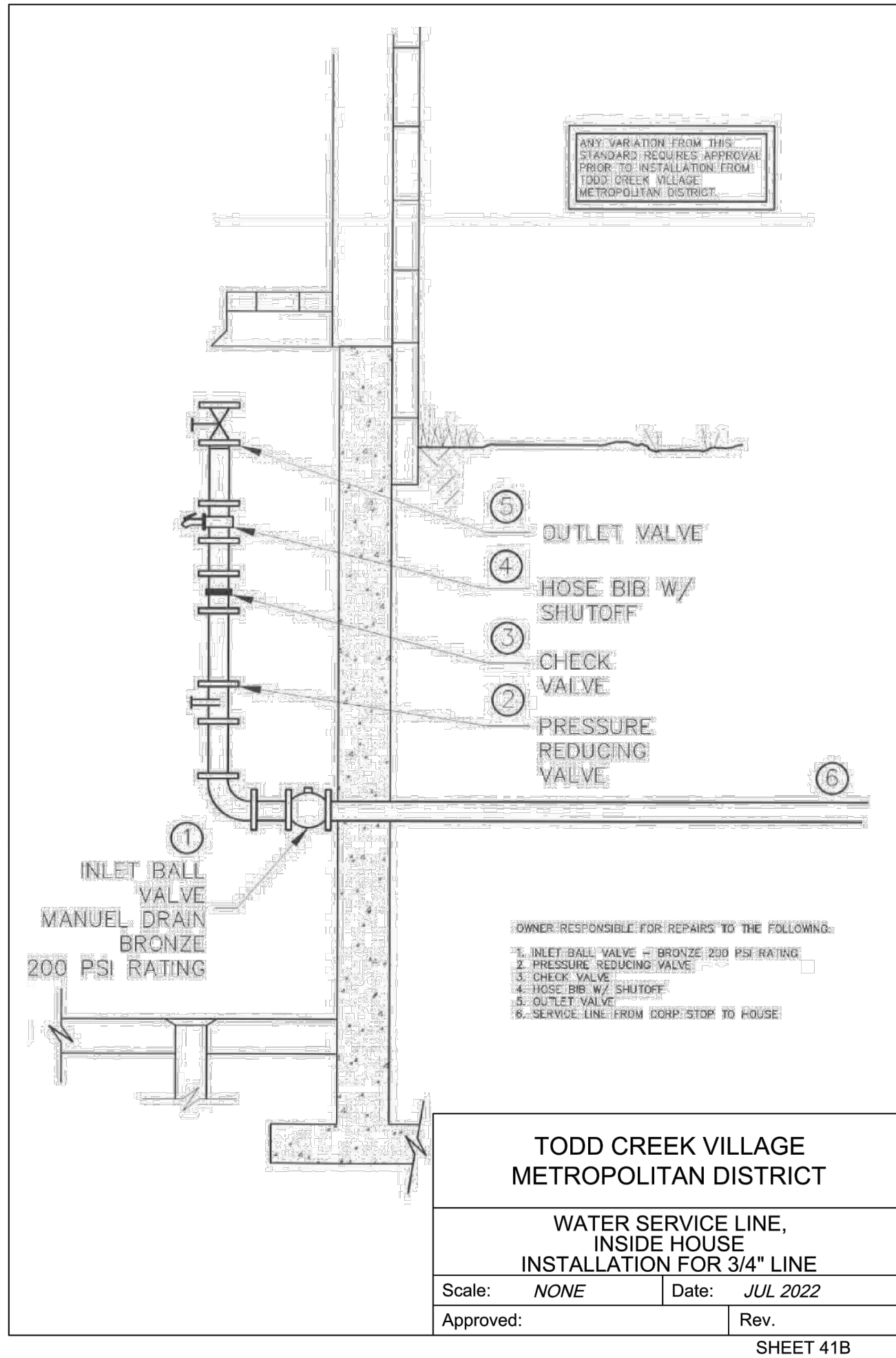
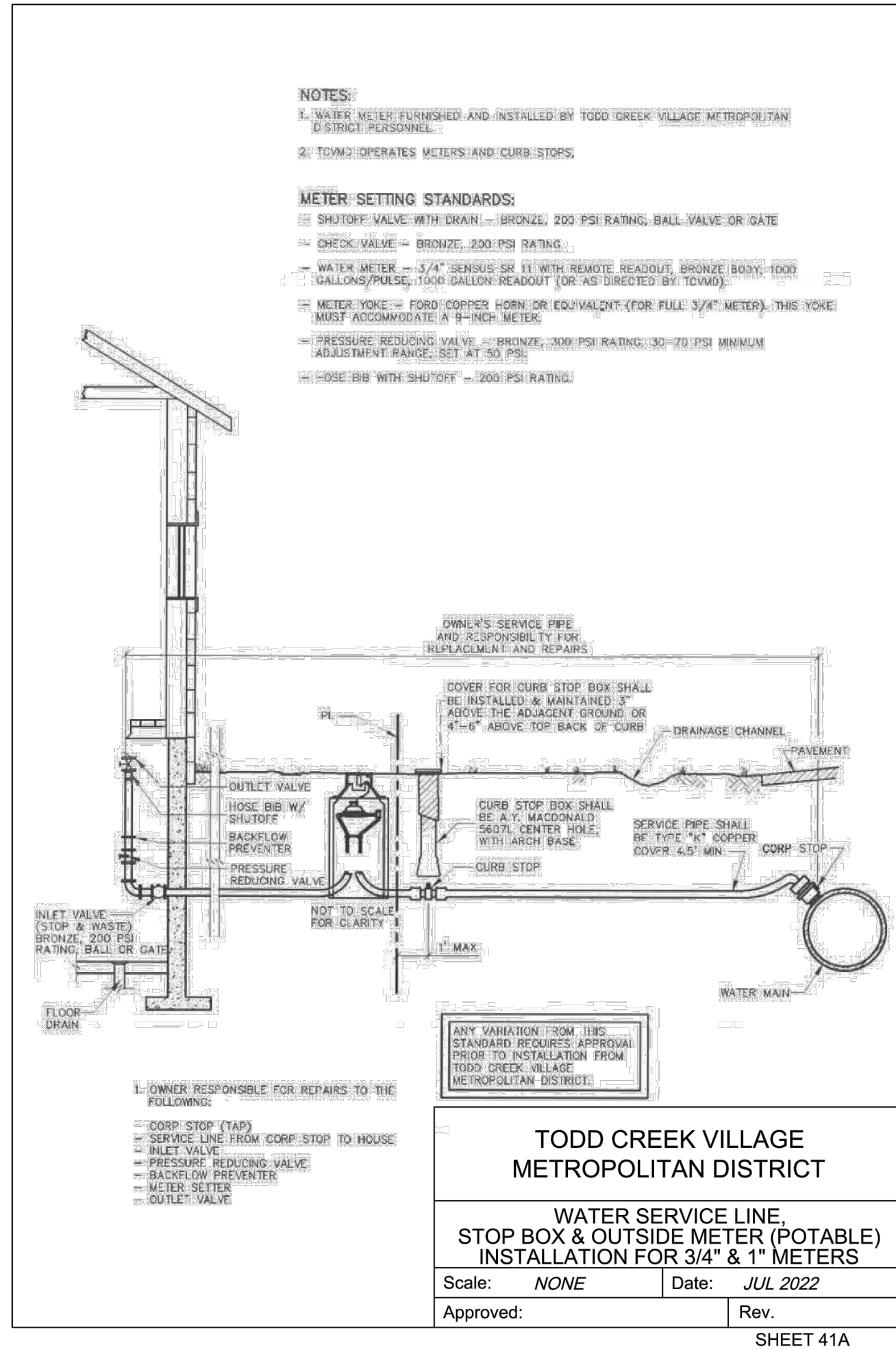
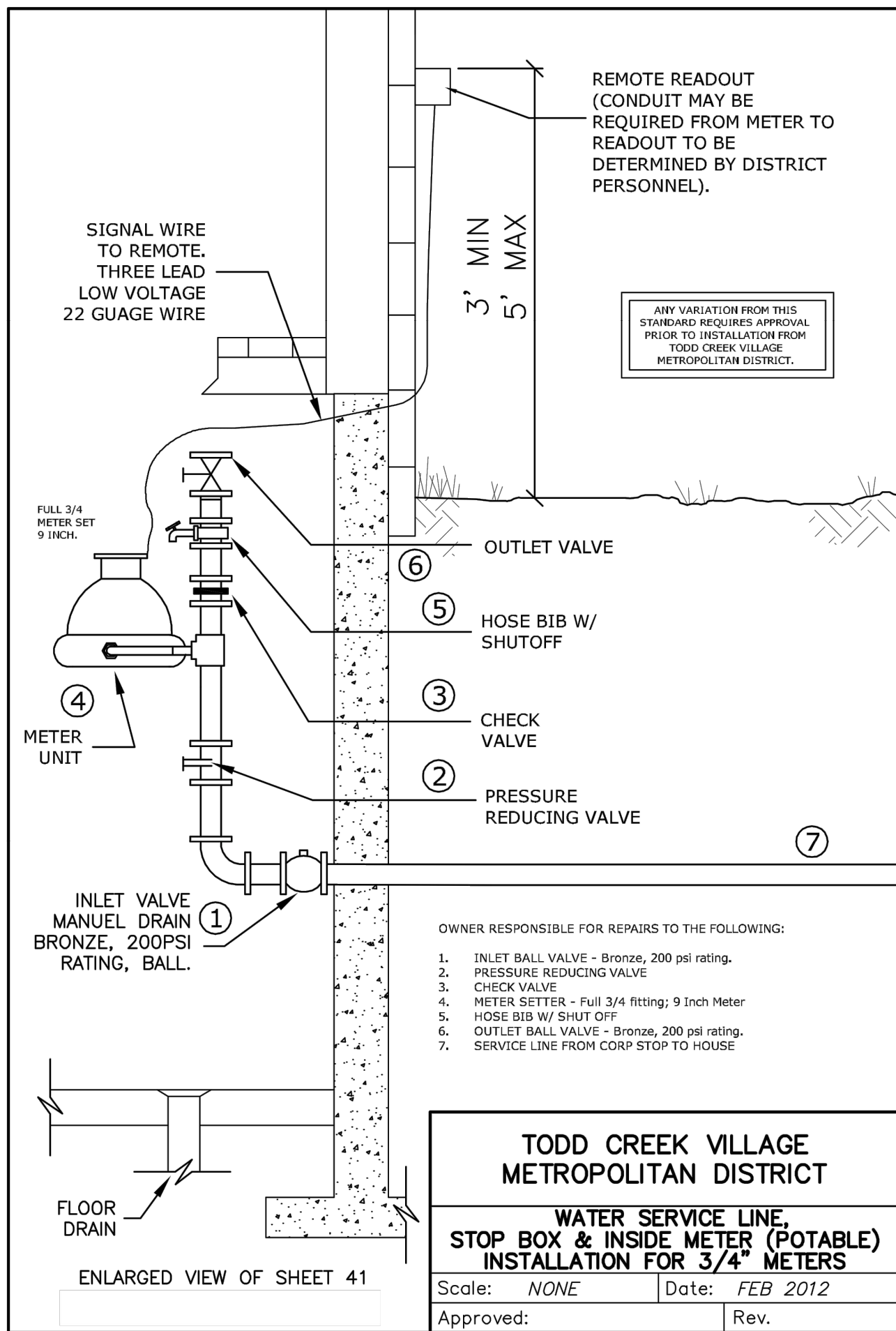
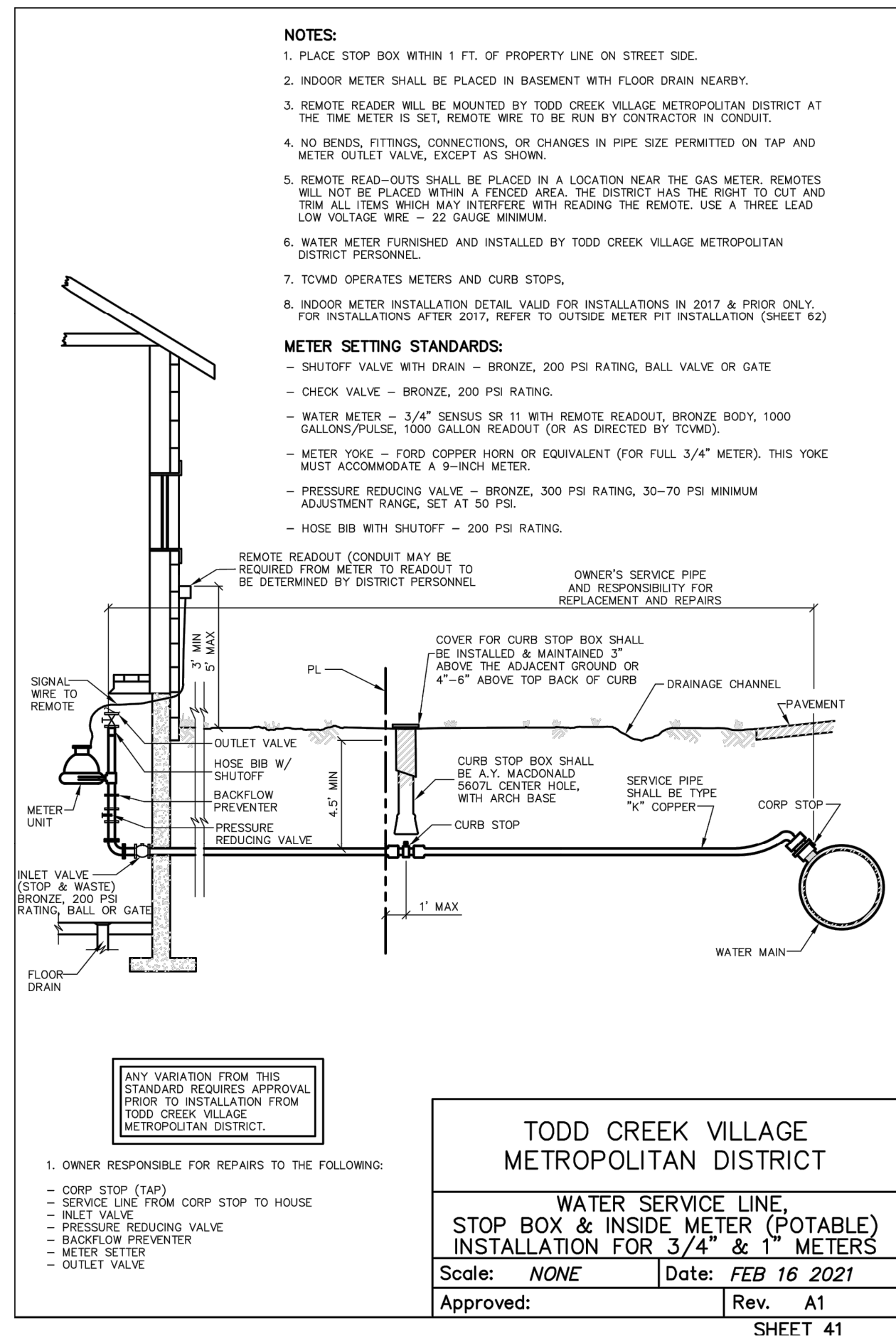
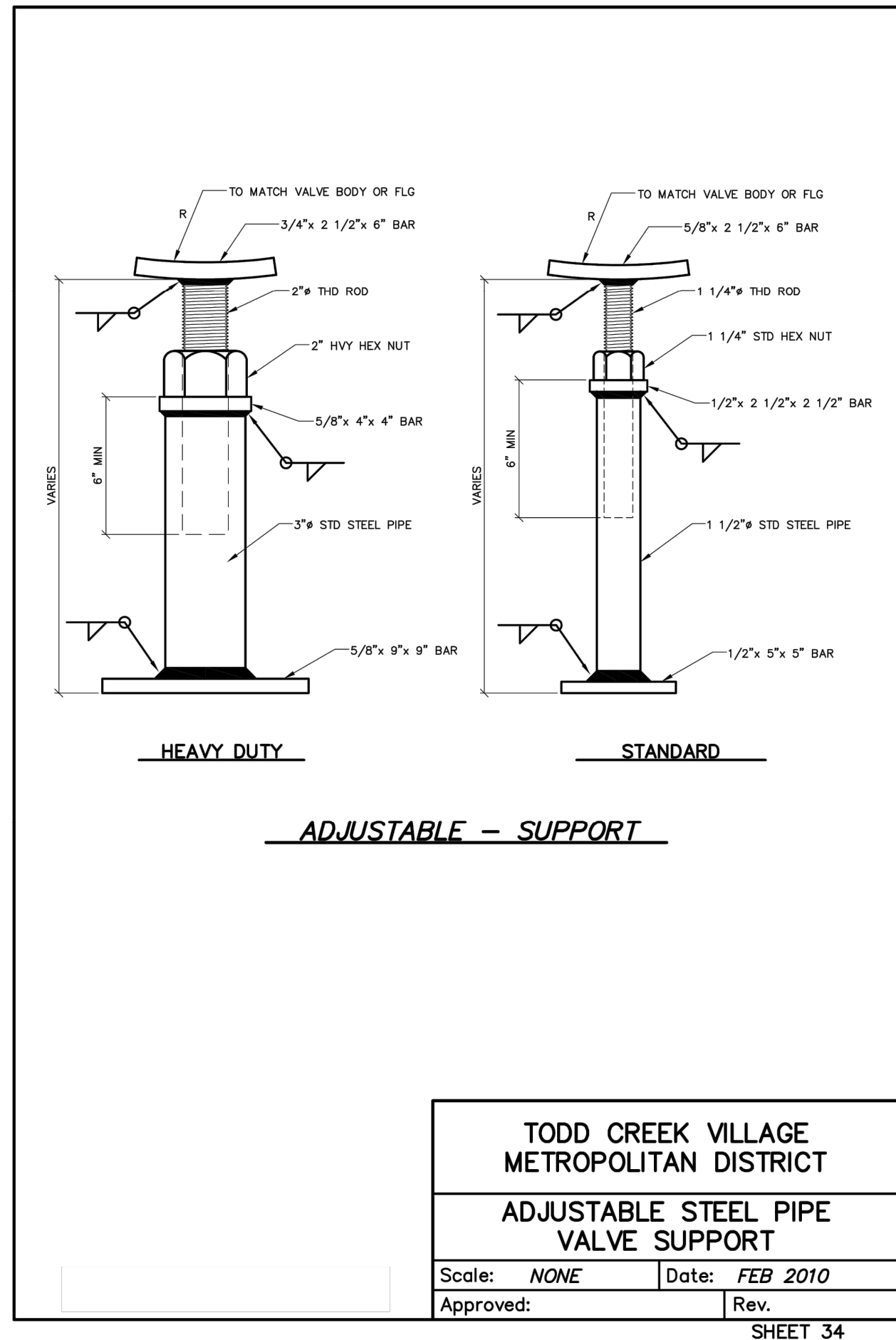
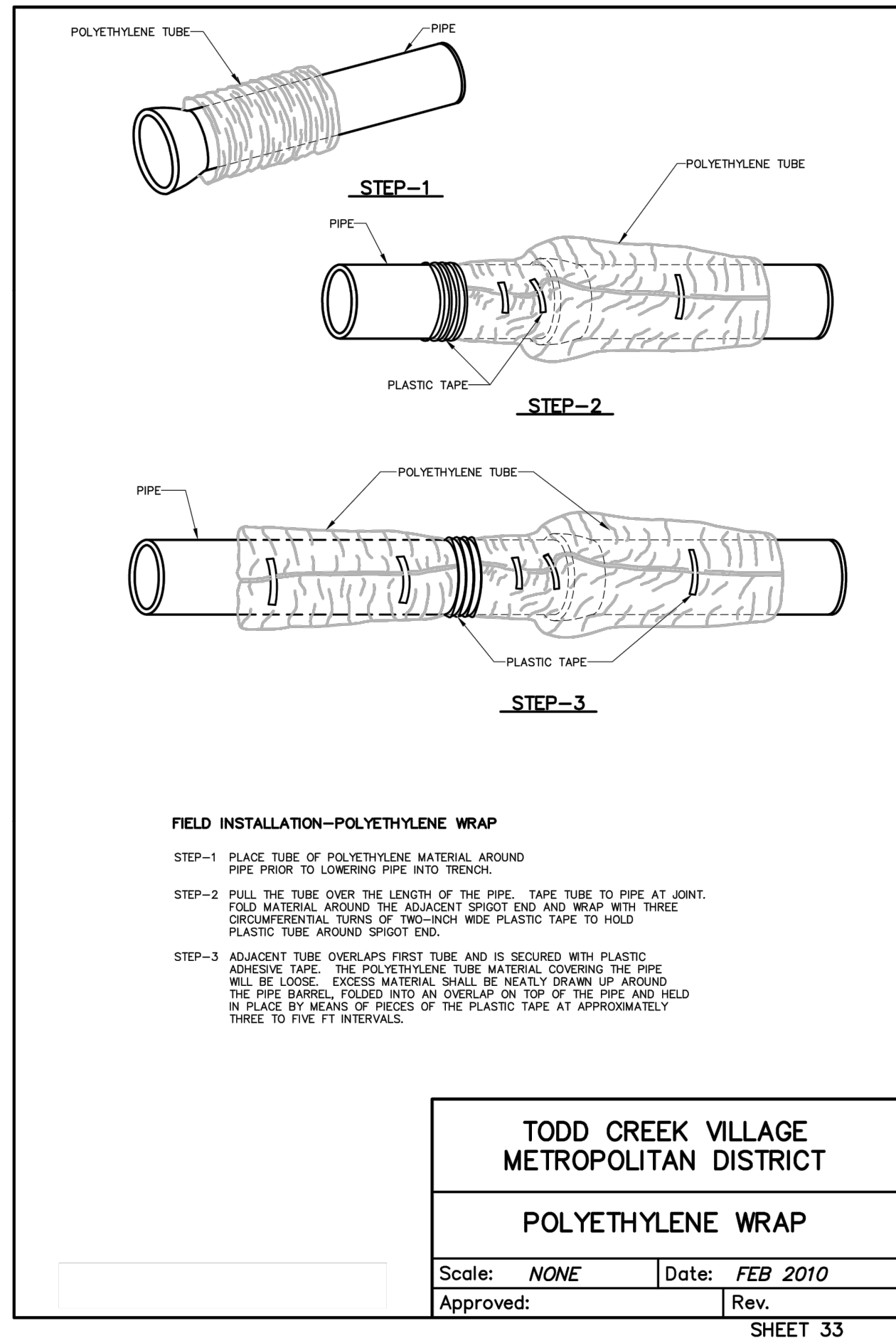
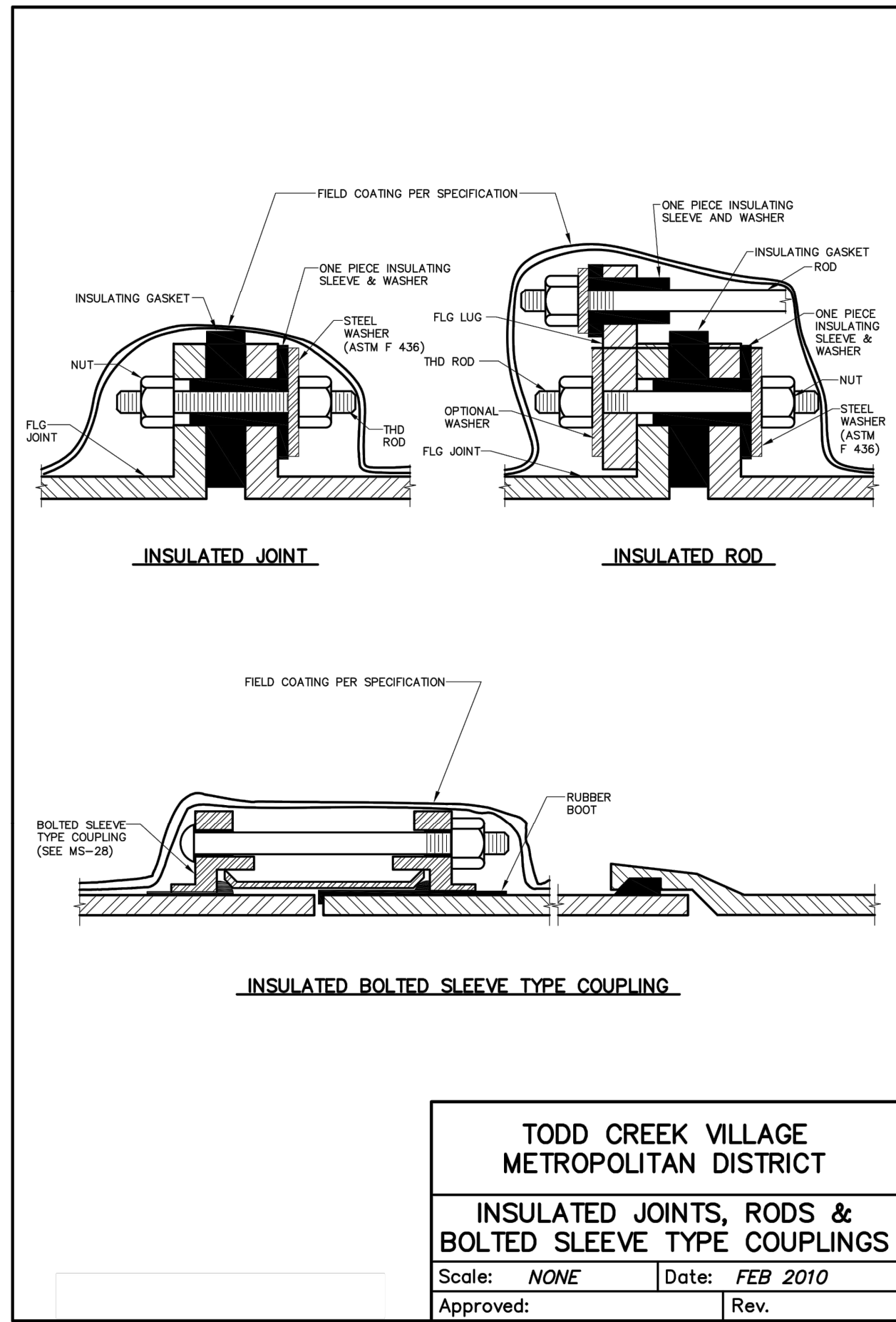






LAST SAVED: 1/17/2025 11:41 AM

G:\27131\CONST\DET-27131.dwg



IRRIGATION METER PIT DESCRIPTION

Meter Pit (non-potable):

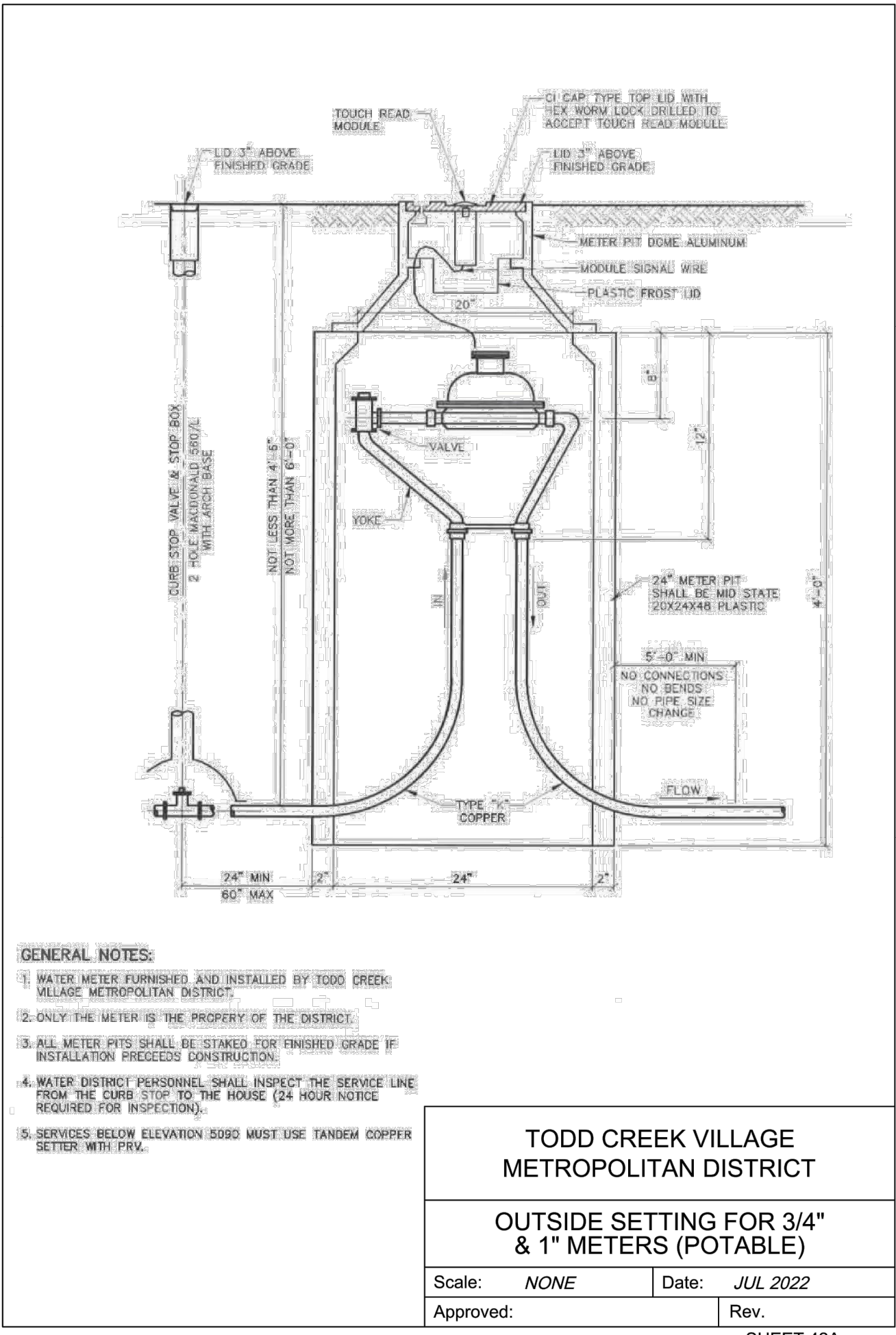
For 3/4" meters, pits shall have a circular reinforced concrete barrel. Barrel sections shall be of 5,000 psi minimum strength concrete, with a wall thickness of not less than 2 inches. Reinforcing shall not be less than No. 0 circular wire, 6 inches on center. Setting shall consist of a lower bell section with opening at the bottom to allow for entrance/exit of the service line. Barrel sections shall fit together allowing no visible gaps and the top section shall be shaped for placement of the meter box cover. Adjustable grade rings shall be of reinforced concrete or cast iron.

Alternate Meter Pit (not-potable):

Mid States Plastic 20 x 24 x 48, molded with minimum wall thickness of .055" and vertical load test greater than 20,000 lbs. Has white interior and anti-setting flange. Meter box extensions will bring height to grade on off grade extension or uneven terrain.

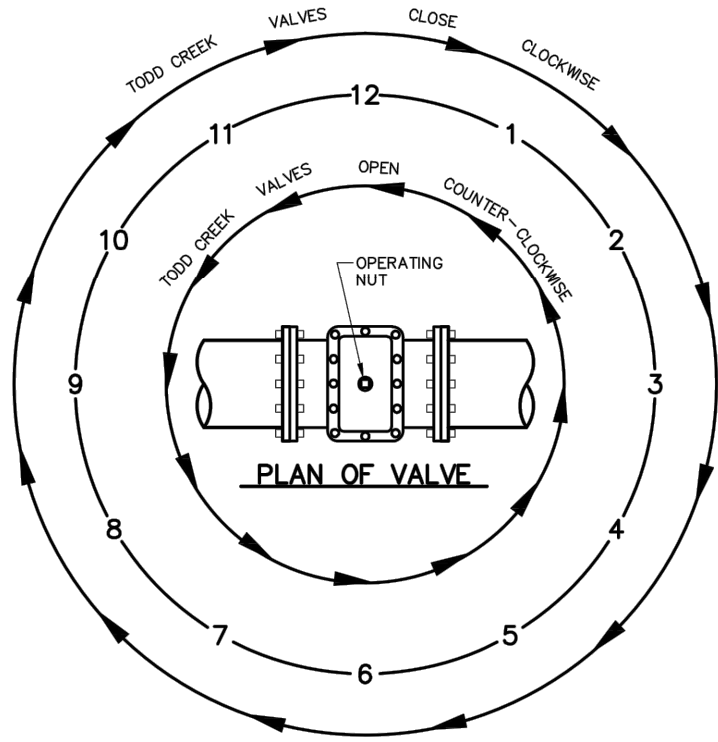
TODD CREEK VILLAGE METROPOLITAN DISTRICT	
OUTSIDE SETTING FOR 3/4" & 1" METERS (NON POTABLE)	
Scale: <i>NONE</i>	Date: <i>FEB 2012</i>
Approved:	Rev.

SHEET 42B



TODD CREEK VILLAGE METROPOLITAN DISTRICT	
OUTSIDE SETTING FOR 3/4" & 1" METERS (POTABLE)	
Scale: <i>NONE</i>	Date: <i>JUL 2022</i>
Approved:	Rev.

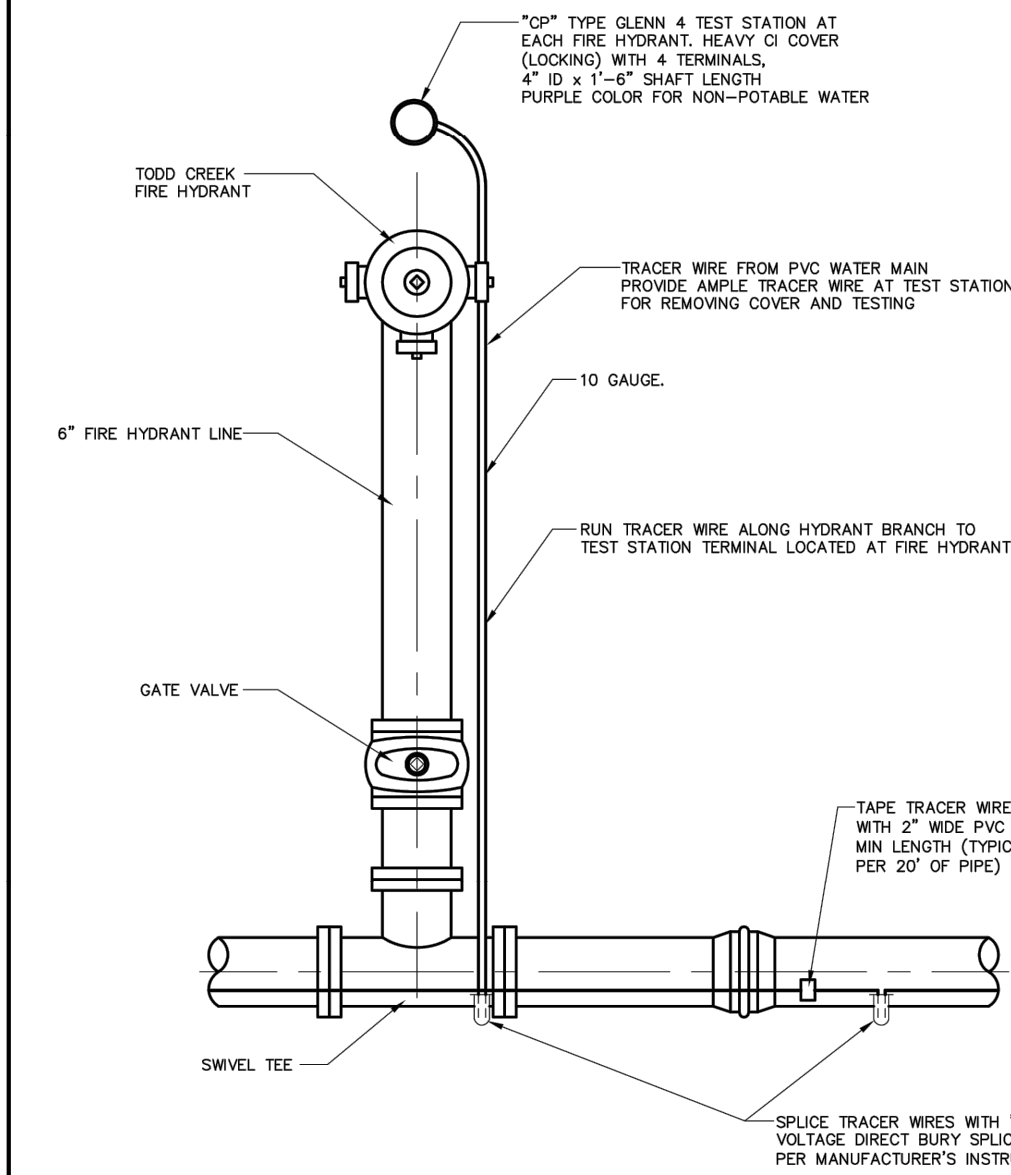
SHEET 42A



VALVE OPENING & CLOSING PROCEDURE

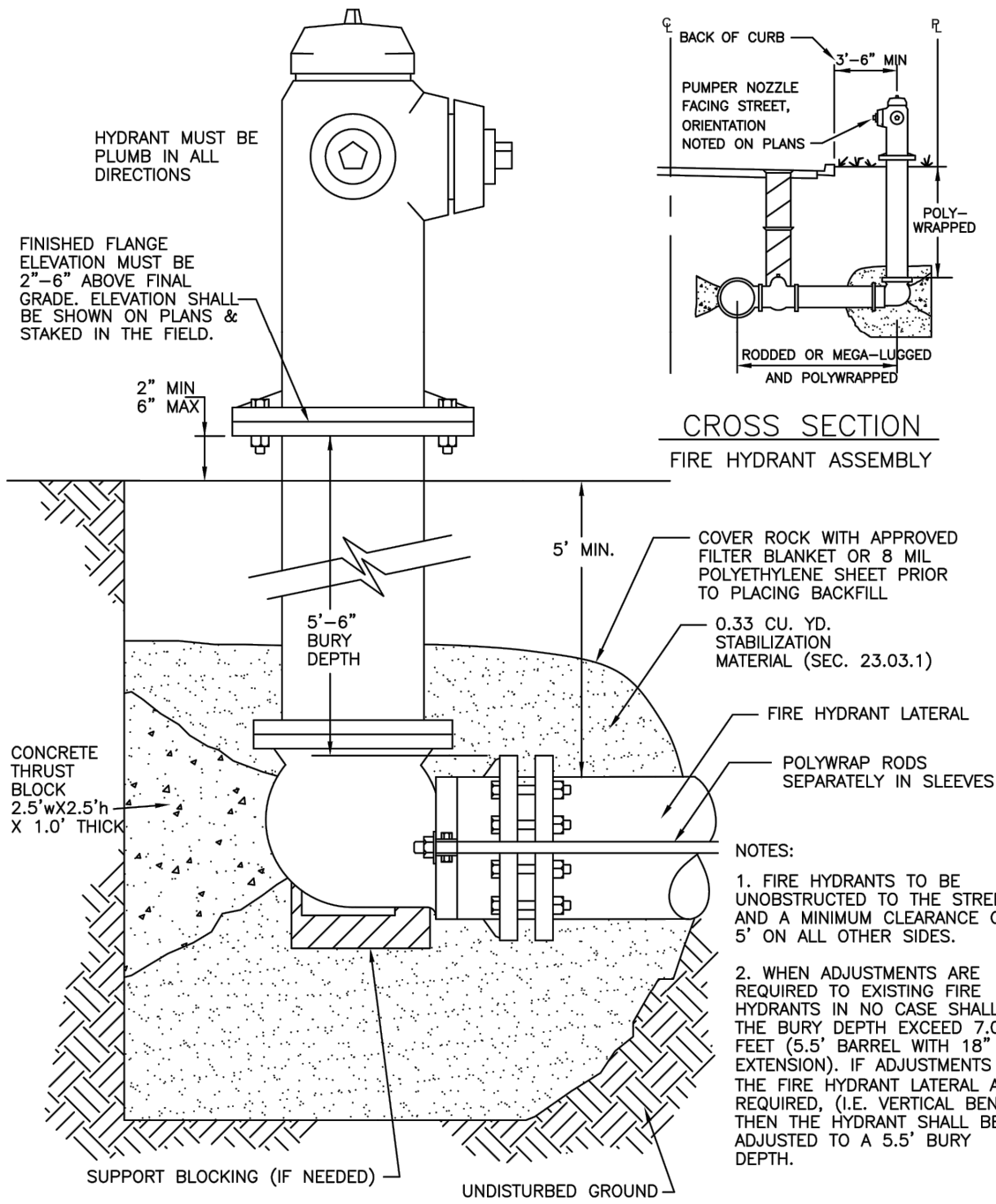
TODD CREEK VILLAGE METROPOLITAN DISTRICT	
VALVE OPERATION	
Scale: <i>NONE</i>	Date: <i>FEB 2010</i>
Approved:	Rev.

SHEET 48



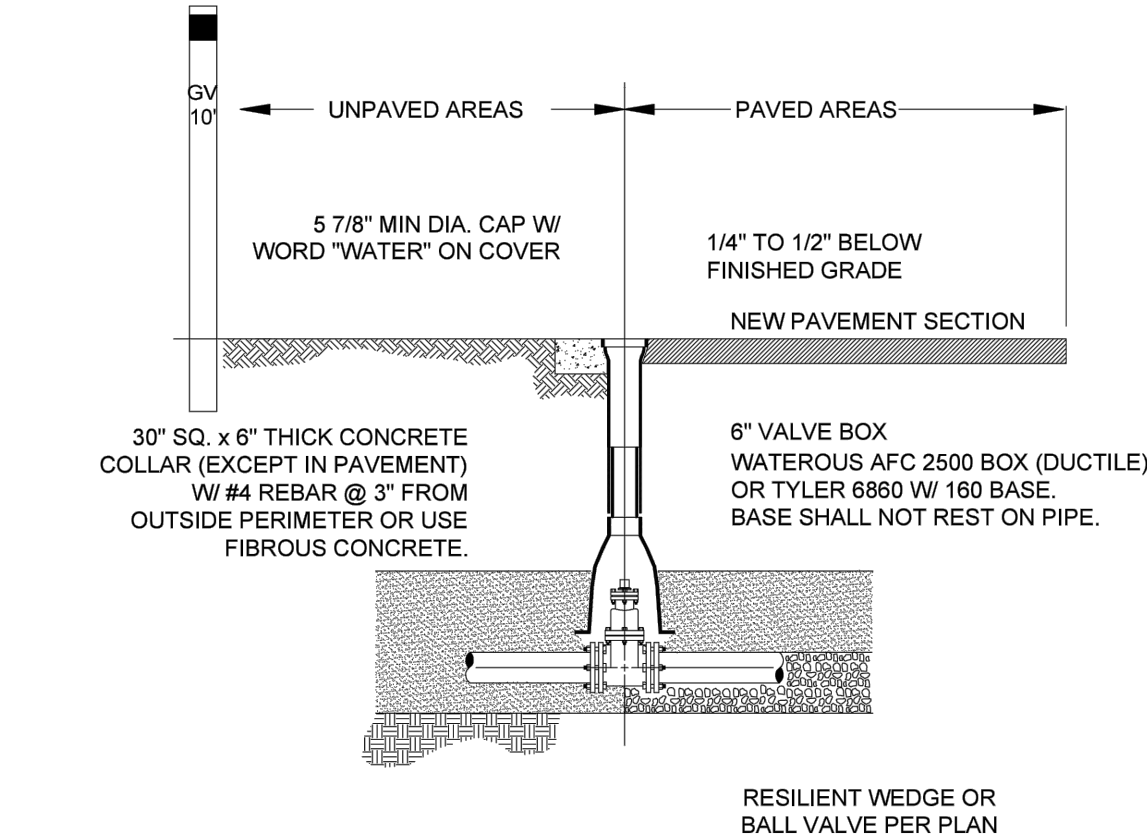
TODD CREEK VILLAGE METROPOLITAN DISTRICT	
TRACER WIRE INSTALLATION FOR WATER MAINS	
Scale: <i>NONE</i>	Date: <i>FEB 2010</i>
Approved:	Rev.

SHEET 50



TODD CREEK VILLAGE METROPOLITAN DISTRICT	
FIRE HYDRANT DETAIL	
Scale: <i>NONE</i>	Date: <i>FEB 2021</i>
Approved:	Rev.

SHEET 53

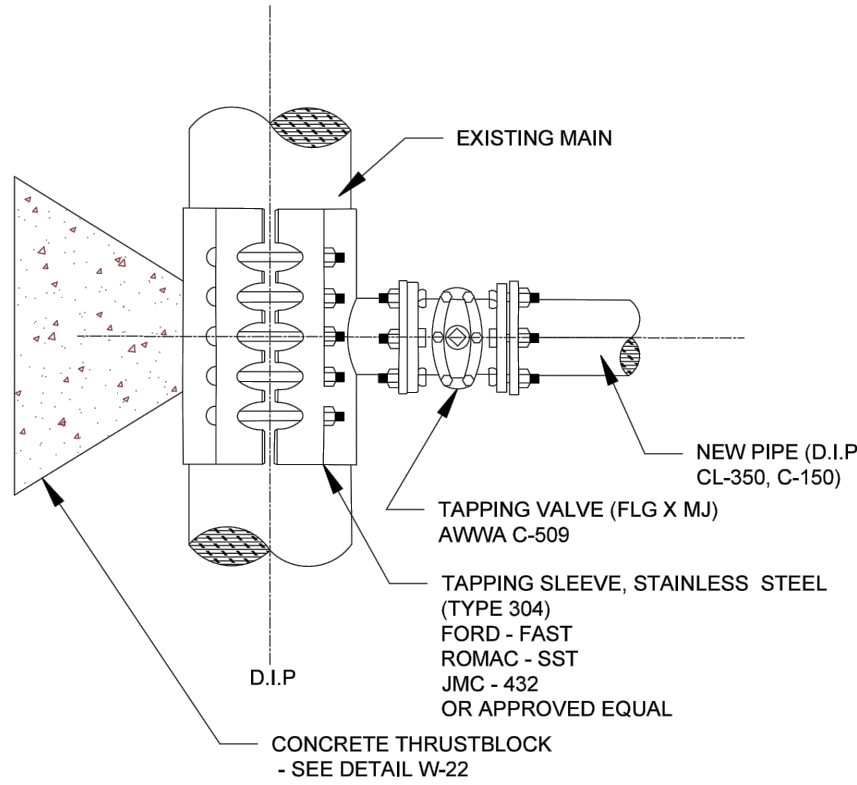


ACCEPTABLE MARKER POST ABBREVIATIONS

5" = 45° BEND
90" = 90° BEND
22" = 22 1/2° BEND
11" = 11 1/4° BEND
GV = GATE VALVE
MH = MANHOLE
AR = AIR RELIEF VALVE
AV = AIR VACUUM VALVE
PRV = PRESSURE REDUCING VALVE
BV = BLOW-OFF VALVE
FM = SEWER FORCE MAIN
RAW = RAW WATER LINE
WTR = POTABLE WATER LINE

TODD CREEK VILLAGE METROPOLITAN DISTRICT	
WATER VALVE BOX AND MARKER POST	
Scale: <i>NONE</i>	Date: <i>JUL 2020</i>
Approved:	Rev.

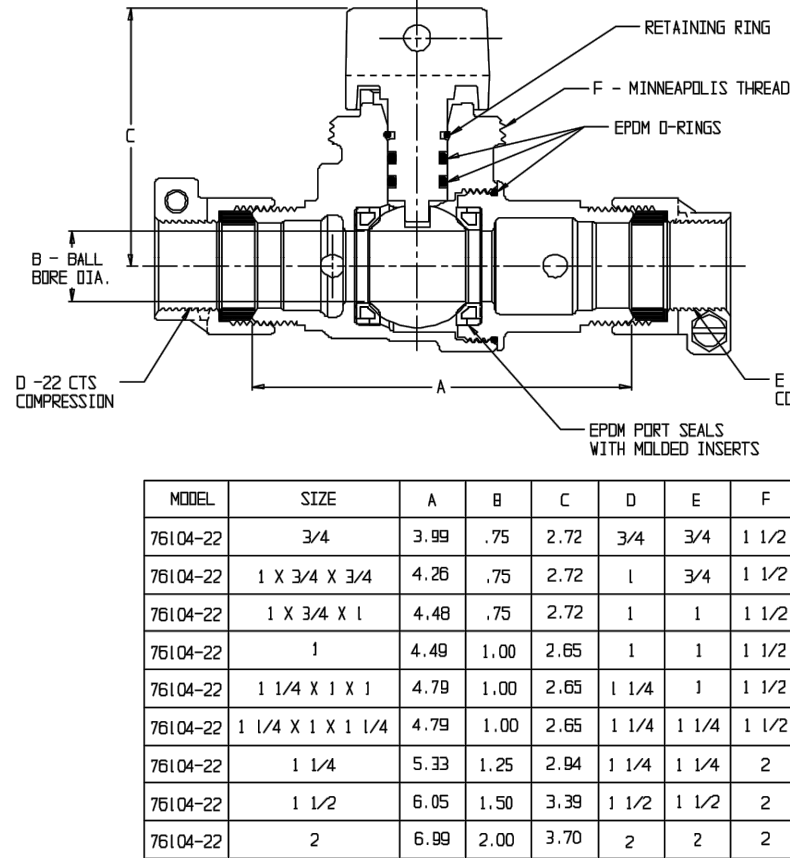
SHEET 54



- Notes:
1. THE TOWN SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO TAPPING. THE TOWN'S REPRESENTATIVE SHALL BE ON SITE DURING TAPPING.
 2. WET TAPPING DETAIL IS FOR USE ON DUCTILE IRON PIPE.
 3. SIZE X SIZE WET TAP CONNECTIONS WILL NOT BE ALLOWED.

TODD CREEK VILLAGE METROPOLITAN DISTRICT	
WATER WET TAP	
Scale: <i>NONE</i>	Date: <i>JUL 2020</i>
Approved:	Rev.

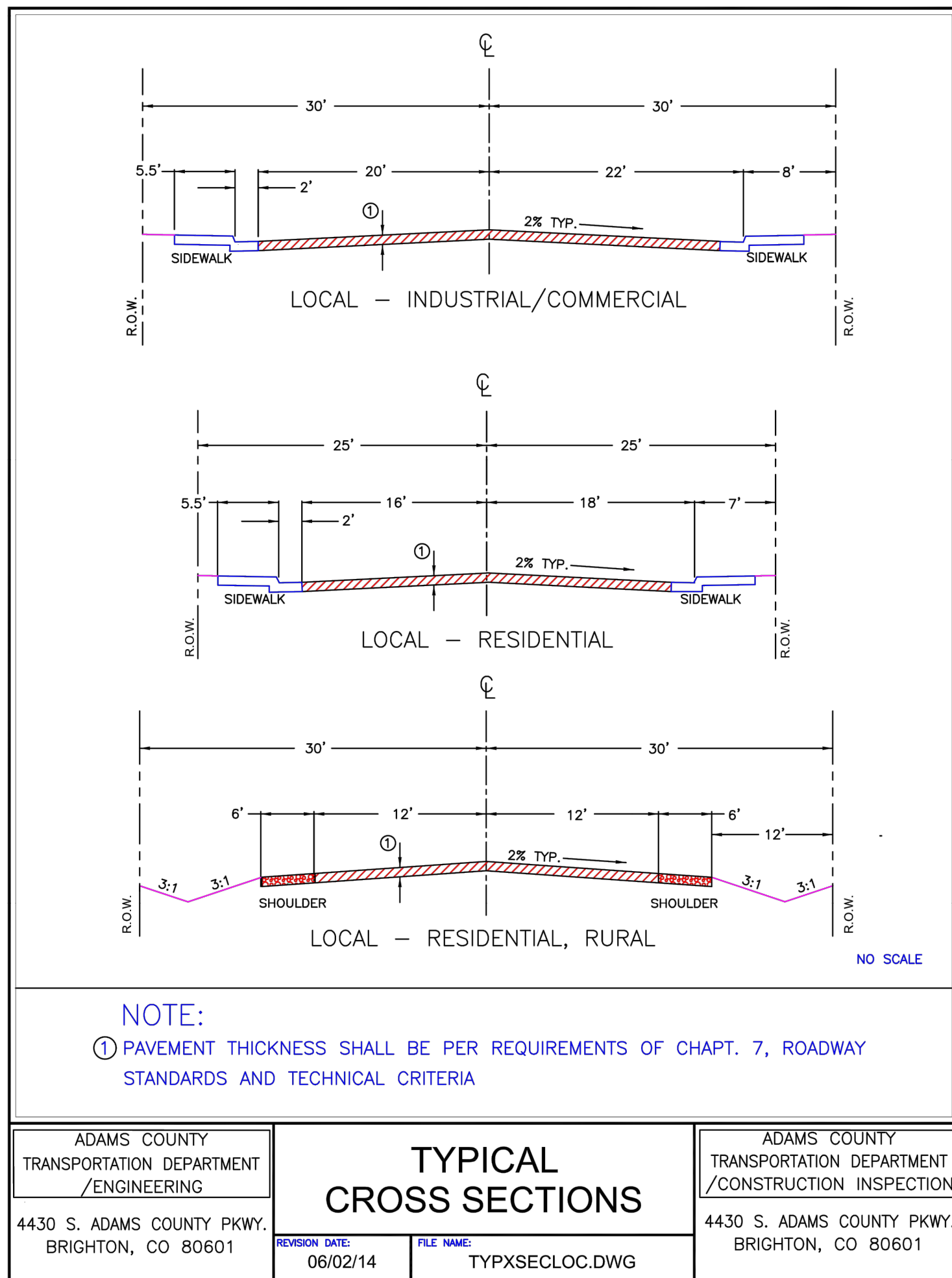
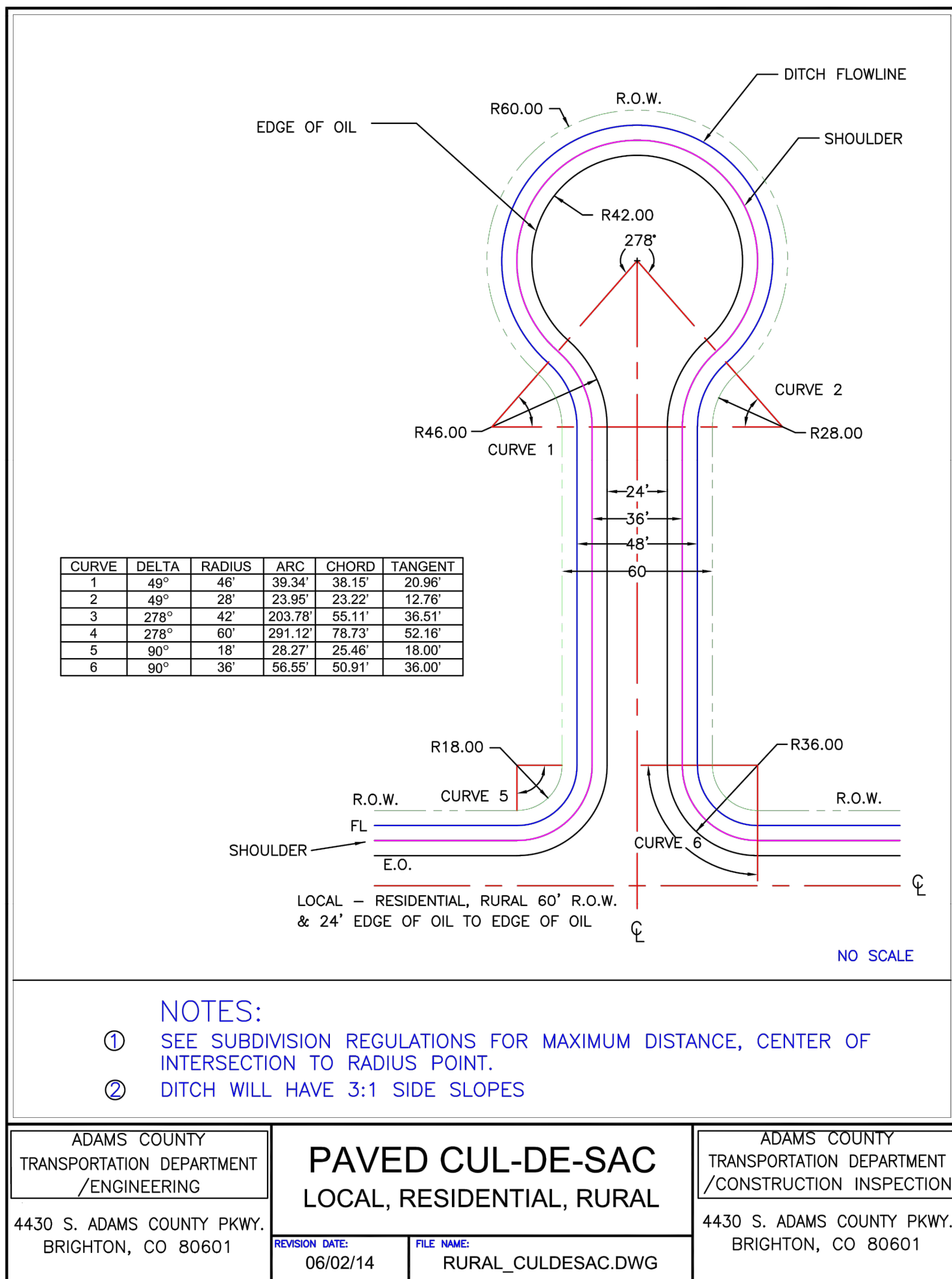
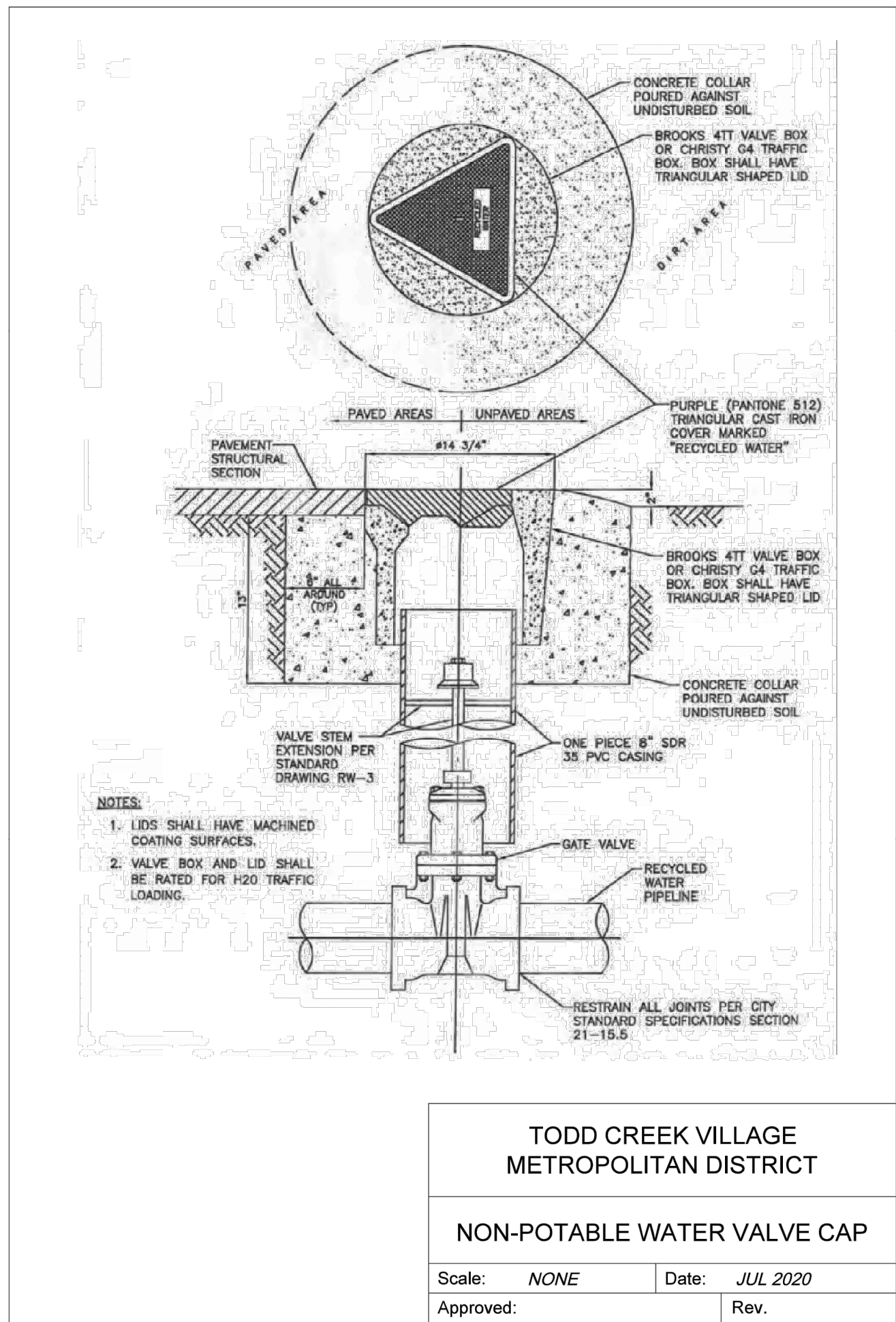
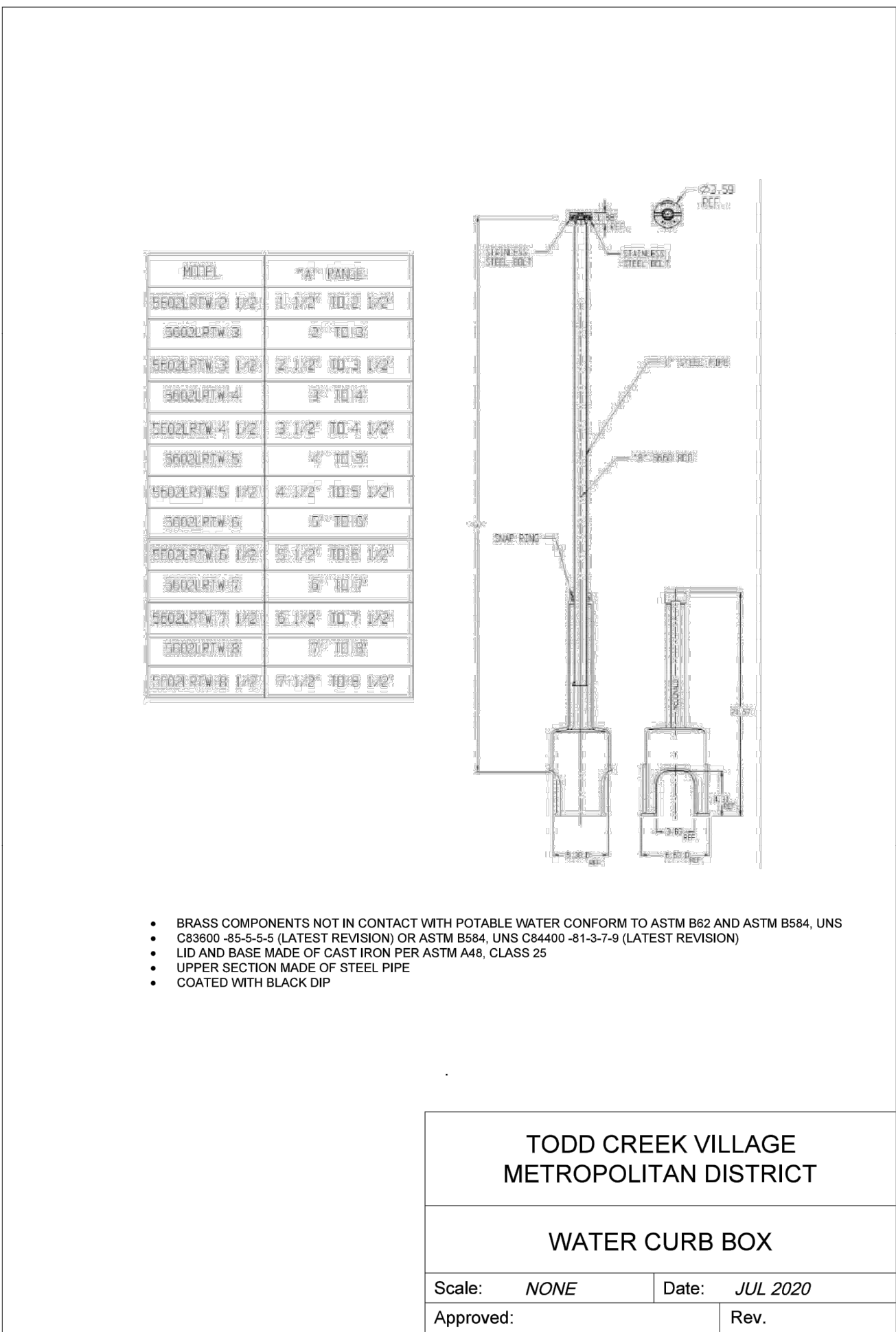
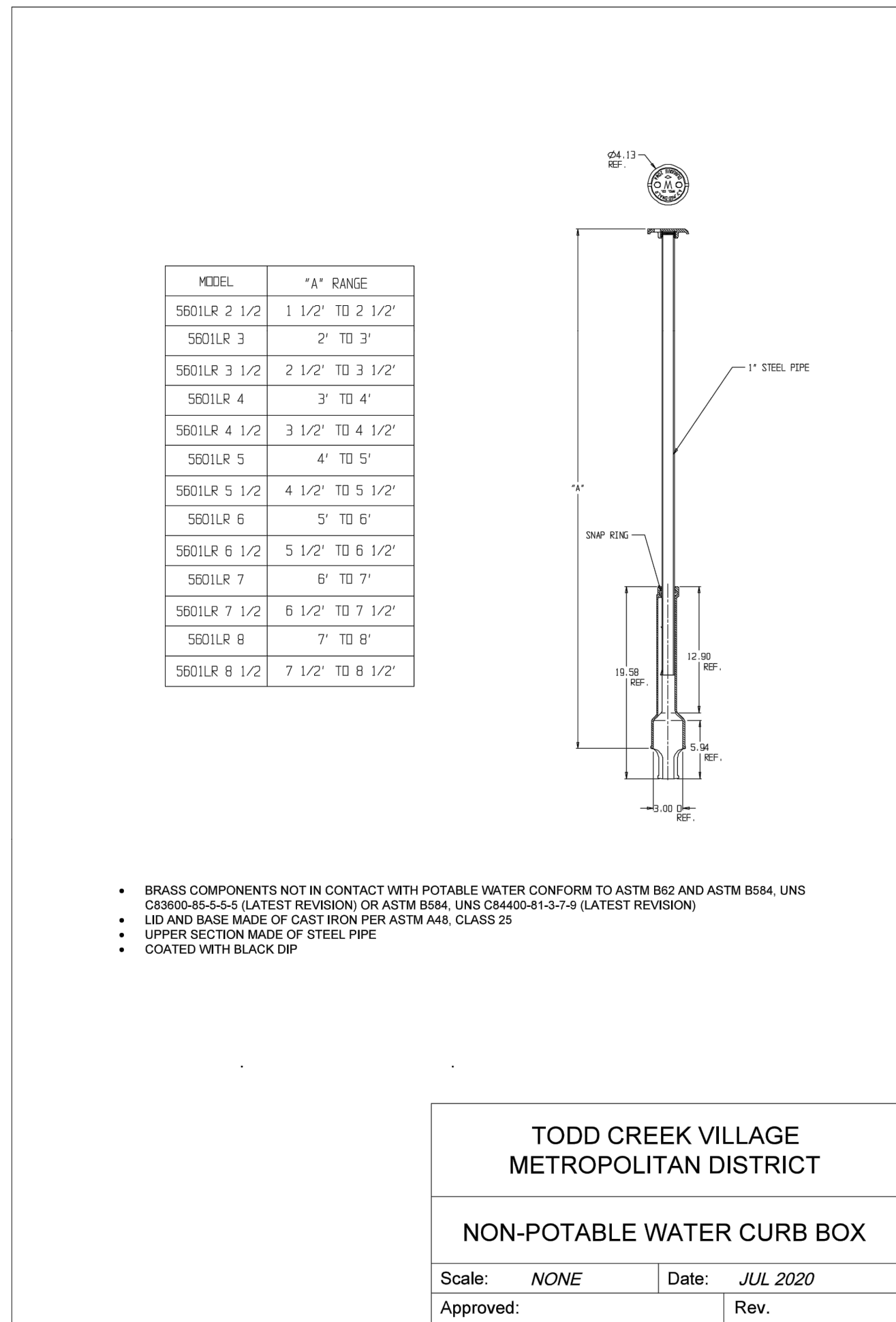
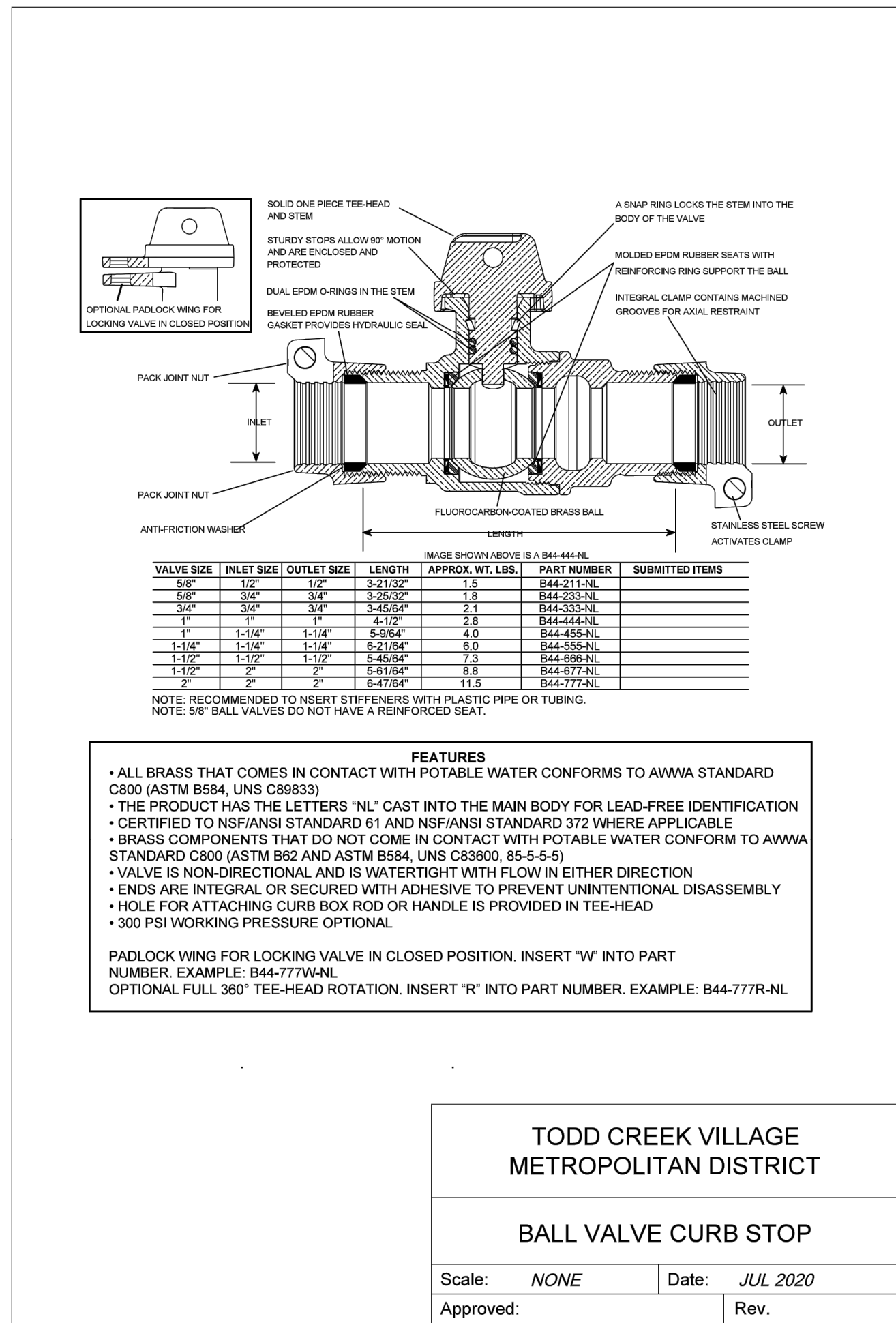
SHEET 55



- MANUFACTURED IN COMPLIANCE WITH ANSI/AWWA C800 (LATEST REVISION)
- BRASS COMPONENTS IN CONTACT WITH POTABLE WATER CONFORM TO ASTM B584, UNLESS LATEST REVISION, AND IDENTIFIED WITH 'NL'
- CERTIFIED TO NSF/ANSI #1 AND NSF/ANSI 372
- BRASS COMPONENTS NOT IN CONTACT WITH POTABLE WATER CONFORM TO ASTM B62 AND ASTM B584, UNLESS LATEST REVISION
- PTFE COATED BRASS BALL
- RATED FOR 300 PSIG WATER PRESSURE
- BLOW OUT PROOF EPDM PORT SEALS
- END PIECE JOINT SEALED WITH AN EPDM O-RING AND THREAD LOCKER
- INSERT STIFFENERS REQUIRED ON ALL FLEXIBLE PLASTIC CONNECTIONS

TODD CREEK VILLAGE METROPOLITAN DISTRICT	
NL BALL STYLE CURB STOP	
Scale: <i>NONE</i>	Date: <i>JUL 2020</i>
Approved:	Rev.

SHEET 56





Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 7887 East Belleview Avenue, Ste 170, Englewood, CO 80111
Issuing Office's ALTA® Registry ID: 1030228
Issuing Office File Number: 5501-4160695
Property Address: 16380 Yosemite Street, Brighton, CO 80602

SCHEDULE A

Name and Address of Title Insurance Company:
First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707
Policy Number: 4160695
Amount of Insurance: \$775,000.00
Date of Policy: May 31, 2024 at 5:00 p.m.

1. The Insured is:

LDC Properties, LLC, a Colorado limited liability company
2. The estate or interest in the Land insured by this policy is:

Fee Simple interest
3. The Title is vested in:

LDC Properties, LLC, a Colorado limited liability company
4. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof
5. This policy incorporates by reference the endorsements designated below, adopted by the American Land Title Association as of the Date of Policy:

NONE

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

Policy Number: 4160695

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Taxes for the year 2024 and subsequent years. Taxes not yet due or payable.
2. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
3. Any water rights, claims of title to water, in, on or under the Land.
4. Reservations as contained in the United States Patent granted to Union Pacific Railway Company, dated February 26, 1897, Document No. 38, BLM Serial No. COCOAA 040036.
5. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Correction Deed recorded August 31, 1953 in Book 474 at Page 87.
6. Oil and Gas Lease between Alexander Ehrlich and Victoria Ehrlich and C. C. Thomas, recorded June 06, 1955 in Book 552 at Page 329 and any and all assignments thereof, or interest therein.
7. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Right of Way Agreement recorded October 09, 1956 in Book 631 at Page 258.
8. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement recorded January 02, 1964 in Book 1122 at Page 330.
9. Any tax, lien, fee, or assessment by reason of inclusion in the Hi-Land Acres Water and Sanitation District, as evidenced by instrument recorded October 21, 1968 in Book 1471 at Page 36.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



10. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Quitclaim Deed recorded April 14, 1971 in Book 1684 at Page 281.
11. An easement for Right-of-Way and incidental purposes granted to Union Rural Electric Association, Inc., by the instrument recorded February 05, 1974 in Book 1912 at Page 266 and in Book 1912 at Page 269 and in Book 1912 at Page 270 and in Book 1912 at Page 273 upon the terms and conditions set forth in the instrument.
12. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement recorded May 24, 1975 in Book 1797 at Page 980.
13. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice recorded June 25, 1986 in Book 3162 at Page 961.
14. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Right of First Refusals recorded April 04, 1994 in Book 4290 at Page 281 and in Book 4290 at Page 285.
15. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Option to Purchase Oil and Gas Interests recorded July 11, 1996 at Reception No. C0193112.
16. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Management Agreement and Power of Attorney recorded July 11, 1996 at Reception No. C0193113.
17. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Option to Purchase Oil and Gas Interests recorded March 05, 1998 at Reception No. C0369788.
18. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Mineral Deed recorded March 25, 1998 in Book 5273 at Page 182.
19. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Release and Quitclaim Deed recorded November 23, 1998 at Reception No. C0470914.
20. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of Oil and Gas interests and Surface Use recorded December 05, 2000 in Book 6346 at Page 787.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



21. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Agreements for Exercise of Options recorded April 16, 2001 at Reception Nos. C0786521 and C0786522.
22. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Request for Notification of Surface Development recorded May 20, 2002 at Reception No. C0971622.
23. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Order recorded March 31, 2006 at Reception No. 20060331000328860.
24. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Request for Notification of Pending Surface Development recorded August 07, 2007 at Reception No. 2007000076064.
25. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Request for Notification (Mineral Estate Owner) recorded December 24, 2007 at Reception No. 2007000116902.
26. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Gas Purchase and Sale Agreement recorded December 15, 2008 at Reception No. 2008000096558.
27. An Oil and Gas Lease, executed by Robert E. Wright as Lessor(s) and by Kerr-McGee Oil & Gas Onshore LP as Lessee(s) for a primary term of 2 years, dated August 26, 2013, recorded August 28, 2013 at Reception No. 2013000075738; and any and all assignments thereof or interests therein.

NOTE: Matters affecting the present interest of the lessor or lessee are not shown herein.

28. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Declaration of Pooling recorded June 03, 2014 at Reception No. 2014000034319 and 2014000034320 and 2014000034322.
29. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Agreement Gas Gathering, Processing and Purchase Agreement recorded October 19, 2017 at Reception No. 2017000091626.
30. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of Merger recorded January 14, 2020 at Reception No. 2020000004587.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



31. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of Merger recorded January 14, 2020 at Reception No. 03760466 (Boulder County Records).
32. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Notice of Merger recorded January 14, 2020 at Reception No. 4558237 (Weld County Records).
33. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Agreement recorded January 30, 2020 at Reception No. 202000009733.
34. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Memorandum of Crude Oil Purchase and Sale Agreement recorded September 01, 2020 at Reception No. 2020000086340.
35. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement Agreement and Acknowledgement of Interest recorded October 02, 2020 at Reception No. 2020000100186.
36. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Consent recorded March 15, 2022 at Reception No. 2022000022986.
37. Any loss or damage arising from the fact that the fence lines on or near the boundary lines of the subject property do not coincide with the exact boundary lines.

(Exceptions 9 through 42 affect Parcel A).
38. Those items as shown on the Condominium Map of Rembrandt Place Condominium Plat recorded August 11, 1972 in Book 22 at Page 79, including easements for public utilities, sewer purposes, drainage and other incidental purposes affecting only the common elements.
39. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded August 10, 1972 in Book 2046 at Page 320 and any and all amendments and/or supplements thereto.
40. An easement to construct, operate, maintain, replace, enlarge, reconstruct, improve, repair, and remove communication line facilities and appurtenances thereto and incidental purposes granted to Mountain States Telephone and Telegraph Corporation by the instrument recorded September 18, 1972 at Reception No. 1313831 upon the terms and conditions set forth in the instrument.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



41. An easement for Utility and incidental purposes granted to Public Service Company of Colorado by the instrument recorded November 15, 1972 at Reception No. 1324618 upon the terms and conditions set forth in the instrument.
42. An easement for a gas distribution main system and all pipelines, fixtures and devices, used or useful in the operation of said system and incidental purposes granted to Public Service Company of Colorado by the instrument recorded December 29, 1972 at Reception No. 1332105 upon the terms and conditions set forth in the instrument.
43. Any tax, lien, fee, or assessment by reason of inclusion in the South Suburban Metropolitan Recreation and Park District, as evidenced by instrument recorded June 15, 1973 at Reception No. 1362962.
44. An easement for Utility and incidental purposes granted to United Cable of Colorado of Arapahoe County, Colorado by the instrument recorded September 27, 1982 at Reception No. 2207362 upon the terms and conditions set forth in the instrument.
45. An easement to Southgate Sanitation District and incidental purposes granted to construct, lay, install, inspect, monitor, maintain, repair, renew, substitute, change the size of, replace, remove, operate and use one or more underground sanitary sewer pipelines, manholes, and all underground and surface appurtenances thereto by the instrument recorded December 21, 2001 at Reception No. D1222423 upon the terms and conditions set forth in the instrument.
46. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded July 02, 2003 at Reception No. D3140891 and any and all amendments and/or supplements thereto.

NOTE: Declaration of Address recorded January 11, 2008 at Reception No. B8005164.

(Exceptions 43 through 51 affect Parcel B).

47. Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded August 11, 1969 in Book 1657 at Page 636 and recorded May 3, 1973 in Book 1748 at Page 119 and any and all amendments and/or supplements thereto.
48. Notes and easements as shown on the Plat of Tract 255 Pueblo West, Colorado recorded December 07, 1972 in Plat Book P, at Page 108.
49. Notes and easements as shown on the Plat of Tract A-255 Pueblo West Colorado (Amended) recorded May 03, 1973 in Plat Book P, at Page 109.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



50. The effect of San Isabel Map of Underground Electrical Facilities recorded March 29, 1983 in Book 2151 at Page 269.
51. Any interest in all oil, gas and other minerals conveyed to Pueblo West Metropolitan District, a quasi-municipal corporation by Mineral Deed, recorded December 30, 1992 at Reception No. 994620; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
52. Any tax, lien, fee, or assessment by reason of inclusion in the Pueblo West Metropolitan District, as evidenced by instrument recorded December 28, 1993 in Book 2703, at Page 68.
53. Any interest in all oil, gas and other minerals conveyed to Pueblo West Metropolitan District, a quasi-municipal corporation, a political subdivision of the State of Colorado, and a Special District organized under the Statutes of the State of Colorado by Mineral Deed, recorded January 02, 1996 at Reception No. 1105446; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.
54. Any tax, lien, fee, or assessment by reason of inclusion in the Lower Arkansas Valley Water Conservancy District, as evidenced by instrument recorded December 13, 2002 at Reception No. 1474320 and as Amended in Instrument Recorded January 4, 2010 under Reception No. 1829179.
55. Any tax, lien, fee, or assessment by reason of inclusion in the Pueblo Conservancy District, as evidenced by instrument recorded August 01, 2007 at Reception No. 1736292.
56. Terms, agreements, provisions, conditions, obligations, easements, and restrictions, if any, as contained in Easement for Electric & Communications Lines recorded March 28, 2008 at Reception No. 1763595.
57. The effect of Pueblo Conservancy District Map recorded December 31, 2009 at Reception No. 1829096.
58. Any interest in all water rights conveyed to Pueblo West Metropolitan District, a quasi-municipal district by Quit Claim Deed, recorded December 14, 2020 at Reception No. 2204373; together with any rights of ingress and egress therein and any and all assignments thereof or interests therein.

(Exceptions 52 through 63 affect Parcel C).

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



59. Deed of Trust and the terms and conditions thereof.
- | | |
|------------------------|---|
| Grantor/Trustor: | LDC Properties, LLC, a Colorado limited liability company |
| Grantee/Beneficiary: | Weinberg Servicing, LLC |
| Trustee: | Public Trustee of Adams County |
| Amount: | \$830,000.00 |
| Dated: | May 28, 2024 |
| Recorded: | May 31, 2024 |
| Recording Information: | Reception No. 2024000029190 |

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

Parcel A:

The North 550.03 feet of the NW 1/4 SW 1/4 Section 3, Township 1 South, Range 67 West of the 6th P.M., Adams County, Colorado, except a parcel described as: Beginning at the NE corner NW 1/4 SW 1/4 Section 3, Township 1 South, Range 67 West of the 6th P.M.; thence West along the North line said NW 1/4 SW 1/4 a distance of 152.0 feet; thence S 21°57' East, 413.0 feet to a point on the East line said NW 1/4 SW 1/4; thence North 383.0 feet along said East line to the true Point of Beginning., County of Adams, State of Colorado.

Parcel B:

Lot 71, Together with Parking Space 71, REMBRANDT PLACE CONDOMINIUM PLAT, A RESUBDIVISION OF TRACT "A" RIDGEVIEW HILLS NORTH, FOURTH FILING, according to the Condominium Map thereof, and Declaration of Covenants, Conditions and Restrictions thereof on November 9, 1972 in Book 2074 at Page 20 in the office of the Clerk and Recorder of County of Arapahoe, State of Colorado.

Parcel C:

Lot 13, Block 4, TRACT A-255, PUEBLO WEST COLORADO, County of Pueblo, State of Colorado.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**ALTA OWNER'S POLICY OF TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

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 Condition 17.

COVERED RISKS

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

- 1.** The Title being vested other than as stated in Schedule A.
- 2.** Any defect in or lien or encumbrance on the Title. Covered Risk 2 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.** the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii.** a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv.** a 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 the failure to have performed those acts by electronic means authorized by law;
 - vii.** a defective judicial or administrative proceeding; or
 - viii.** the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b.** the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c.** the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



disclosed by an accurate and complete land title survey of the Land.

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records 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 the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DEFENSE OF COVERED CLAIMS

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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
 - m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
 - p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a 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 COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title 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 this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

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, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must 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 Condition 7, the Company, at its own cost and without unreasonable delay, will 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 has 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 covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

- b. The Company has the right, in addition to the options contained in Condition 7, 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 is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When 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 having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to 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.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. 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 any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter 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 the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any 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 Condition 6.b., unless prohibited by law, terminates 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 has 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. 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 or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



liability and obligations to the Insured under this policy terminate, including any 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 parties other than the Insured for or in the name of the Insured Claimant. 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. 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.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



- b. any appeals.
 - c. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
 - d. The Company is not liable for the content of the Transaction Identification Data, if any.
- 10. REDUCTION OR TERMINATION OF INSURANCE**

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

The Amount of Insurance will 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 the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.
- 12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.
- 13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**
 - a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies 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, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits 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.
 - b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
 - c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.
- 14. POLICY ENTIRE CONTRACT**
 - a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
 - b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to 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 having jurisdiction.

17. NOTICES

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: **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*

d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

*** Copyright 2024 First American Financial Corporation. All rights reserved.**

All information, data, and material created or compiled by or on behalf of First American Financial Corporation is restricted and may not be copied or used for derivative products/services without the prior express written permission of First American Financial Corporation.

**** Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Hi-Land Acres
Water and Sanitation District
P O Box 218
Brighton, CO 90601

www.hilandacreswater.org

Patrick Clancy
L.D.C. Properties, LLC
Via email

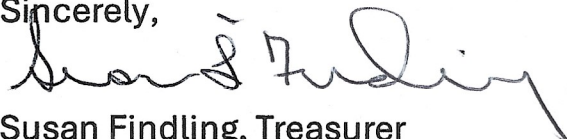
Subject: "Will Serve" Letter for Water and Sewer Service for 16380
Yosemite Street

Dear Mr. Clancy with LDC Properties,

The Hi-land Acres Water & Sanitation District ("the District") has reviewed your request for water and sewer service to a parcel of land at 16380 Yosemite Street which is currently within our District lines. The parcel, which was previously owned by the Wright Family, was served by a Hi-land Acres water tap. The plan is for thirteen one-acre lots with development starting approximately summer of 2025. The request is service for 12, ¾" water taps and 13 sewer taps. The District has an existing sewer system which connects into the Metro Reclamation District's Wastewater plant that allows for additional capacity in our system to provide sewer service for 16380 Yosemite. Hi-land Acres has sufficient capacity to provide the requested service for this proposed development. Any and all costs associated with the water and sewer main extensions to the District main, acquisition of right of way and/or easements, administrative and permitting costs will be the responsibility of the developers of the 16380 Yosemite property.

This letter is non-transferable.

Sincerely,



Susan Findling, Treasurer

Jim Roos, President



ADAMS COUNTY
HEALTH DEPARTMENT

Your Health. Our Mission.

Adams County Health Department
4430 S. Adams County Pkwy.
Brighton, CO 80601
720.523.7023
adcogov.org/health

1/16/2025

RE: Confirmation of intent to allow Onsite Wastewater Treatment Systems installation at 16380 Yosemite St. Brighton CO 80602.

Dear Patrick Clancy,

Adams County Health Department (ACHD) has received communication that you intend to construct 13 Onsite Wastewater Treatment Systems (OWTS) for 13 proposed single-family residences on 13 separate 1 acre lots at 16380 Yosemite St. Brighton CO 80602. ACHD will issue a permit for a new installation of OWTS, provided that the proposed design meets all applicable requirements set forth in ACHD Regulation O-22, pursuant to Title 25-10-101, et seq. Colorado Revised Statutes and the Colorado Department of Public Health and Environment Water Quality Control Commission On-Site Wastewater Treatment System Regulation #43, 5 CCR-1002-43.

Requirements from regulation O-22 that may be applicable to the septic system installation include (but are not limited to):

- A proposed septic system design,
- A soil test report near the proposed soil treatment area,
- Minimum horizontal setback distances between OWTS components and health impact features, as noted in table 6 of regulation O-22,
- A site visit performed by ACHD to determine the suitability of the site and of the proposed design, and
- A permit fee to be paid by the applicant to ACHD.

ACHD does not guarantee that permits or any other authorizations applicable to this property will be issued by other entities.

Please let me know if you have any further questions,



Marty Easter

Environmental Health Specialist

ADAMS COUNTY, COLORADO

7190 Colorado Blvd, Commerce City, CO 80022

O: 720.903.0996 | Main: | measter@adcogov.org

www.adamscountyhealthdepartment.org

To responsibly serve the Adams County community with integrity and innovation



February 13, 2025

L.D.C Properties LLC
109 Piney Creek Lane
Erie, CO 80516

Dear Patrick Clancy:

United Power is the provider of electric service in the area to the proposed residential subdivision; The Enclave at Todd Creek, located at 16380 Yosemite St Brighton, CO 80602. There is electrical distribution in the area that may or may not need to be upgraded, depending on the requirements of the site, in order to provide capacity and safe reliable power to the area.

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

We look forward to this opportunity to provide electric service. If you have any questions, please give me a call at 303-637-1317.

Sincerely,

Jared Odom
Senior Project Manager – West District

JKO:cv



Statement Of Taxes Due

Account Number R0008119

Assessed To

Parcel 0157103300001

LDC PROPERTIES LLC
109 PINEY CREEK LN
ERIE, CO 80516-2661

Legal Description

SECT,TWN,RNG:3-1-67 DESC: THE N 550/03 FT OF THE NW4 SW4 SEC 3 EXC PARC DESC
BEG 152 FT W OF NE COR NW4 SW4 TH S 21D 57M E 413 FT TO PT ON E LN SD NW4 SW4 TH
N 383 FT TO POB 16/00A

Situs Address

16380 YOSEMITE ST

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$6,311.78	\$0.00	\$0.00	\$0.00	\$6,311.78
Total Tax Charge					\$6,311.78
Grand Total Due as of 01/15/2025					\$6,311.78

Tax Billed at 2024 Rates for Tax Area 295 - 295

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6670000	\$239.09	RES IMPRV LAND	\$226,500	\$14,360
FIRE DISTRICT 6 - GREATER B	16.7930000	\$1,094.90	SINGLE FAMILY RES	\$801,614	\$50,830
GENERAL	22.8200000	\$1,487.86	Total	\$1,028,114	\$65,190
HI-LAND ACRES WATER & SANIT	2.8520000	\$185.95			
RETIREMENT	0.3140000	\$20.47			
ROAD/BRIDGE	1.3000000	\$84.76			
DEVELOPMENTALLY DISABLED	0.2570000	\$16.76			
SD 27 BOND (Brighton)	20.9840000	\$1,368.16			
SD 27 GENERAL (Brighton)	35.6600000	\$2,325.03			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$6.52			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$58.68			
SOCIAL SERVICES	2.2530000	\$146.90			
Taxes Billed 2024	107.9000000	\$7,035.08			
Senior		(\$723.30)			
Net Taxes Billed for 2024		\$6,311.78			

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 2 DRAINAGE REPORT
THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO**

Prepared For:
Peak 3 Properties, LLC
109 Piney Creek Lane
Erie, CO 80516

Prepared By:
Hurst and Associates, Inc.
1265 S. Public Rd. Suite B
Lafayette, CO 80026

Job Number: 2713-1
February 5, 2025

ENGINEER CERTIFICATION OF DRAINAGE REPORT

"I hereby certify that this report for the Preliminary Drainage design of The Enclave at Todd Creek 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."



Date

Thomas Ackerman, PE
Colorado License #41133

DEVELOPER CERTIFICATION OF DRAINAGE FACILITIES

"Peak 3 Properties, LLC hereby certifies that the drainage facilities for The Enclave at Todd Creek 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 Enclave at Todd Creek, guarantee that final drainage design review will absolve Peak 3 Properties, LLC 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

I. GENERAL LOCATION AND DESCRIPTION

The Enclave at Todd Creek (ETC) is a planned 13 lot single-family residential subdivision on an existing 15.6-acre agricultural site in Adams County, Colorado. The site is located in the northwest quarter of the southwest quarter of section 3, township 1 south, range 67 west of the principal meridian, east of the intersection of Yosemite Street and East 163rd Place, and approximately a half mile north of Colorado State Highway 7. The current property address is 16380 Yosemite Street.

The project site is currently a single agricultural lot with one existing residential structure and three outbuildings. The site has many adult trees along Yosemite Street and surrounding the residence. The remainder of the site is covered in native vegetation and large shrubs. The adjacent properties on the west side of Yosemite are single-family residential. The properties to the north, south, and east are agriculture.

This drainage report analyzes the drainage facilities required for the development of ETC. This report analyzes the impact of storm events only and is not intended to analyze effects of future irrigation, final lot grading, ground water conditions or irrigation ditch flows.

II. DRAINAGE BASINS

The site does not lie within the 100-year floodplain according to Federal Emergency Management Agency's Flood Insurance Rate Map for Adams County number 08001C0307H, dated March 5, 2007. See **Appendix E** for the existing floodplain map. The runoff from the existing site generally sheet flows to the northeast at slopes between 2% and 3% onto the adjoining property owned by Seltzer Farms.

The proposed development includes constructing a private drive with cul-de-sac with roadside ditches that drain to the east. A rundown conveys the stormwater into a proposed detention pond along the eastern property line of the project site. A small portion of the southeast property sheet flows east to the adjacent property similar to the existing drainage pattern.

III. DRAINAGE DESIGN CRITERIA

The Rational Method was used to determine the storm runoff for the analyzed basins as presented in *The Mile High Flood District Criteria Manual* and *Adams County Chapter 9 Storm Drainage Design and Stormwater Quality Regulations*. The proposed storm pipes and inlets will be designed considering a 5-year minor storm event and a 100-year major storm event. The proposed roadside ditches are analyzed considering a 10-year storm. The proposed detention pond was analyzed using the *Empirical Formula Method* (Equation 9.5, 9.6, 9.7) as presented in Chapter 9-01-11 for extended detention. The extended detention pond will incorporate a Water Quality Capture Volume (WQCV) that will be captured and released over approximately 40 hours, a 5-year detention volume with includes the WQCV, and a 100-year volume that includes 50% of the WQCV that will be released at allowable rates per Section 9-01-11-02 and *Table 9.16-Allowable Release*

Rates. An outlet structure will be constructed in the pond to release WQCV, 5-year, and 100-year storm flows at allowable rates and an emergency spillway to convey anything in excess of the 100-year major storm event.

IV. DRAINAGE FACILITY DESIGN

The drainage concept for ETC is to convey on-site runoff to the proposed detention pond, hold the design stormwater volumes, and release flows at the allowable rates. Runoff from basins B1, B2, B6 and B7 flow directly to the roadside ditches along the new private drive and east to the rundown into the pond. Basins B3 and B4 drain to two inlets along the northeast property line and are piped to the proposed detention pond. Basin B5 is the area that drains directly to the pond. See **Appendix D** for Proposed Detention Pond design calculations.

Detention Pond (Tract B) Characteristics

Bottom of Pond Elev. = 5111.40

WQCV = 0.21 ac-ft / WQCV WSE = 5112.79

5-Year Volume = 0.61 ac-ft / 5-Year WSE = 5113.70

100-Year Volume = 1.09 ac-ft / 100-Year WSE = 5114.60

Allowable 5-Year Release Rate = 2.51 cfs

Allowable 100-Year Release Rate = 14.74 cfs

Freeboard above Emergency WSE = 1.01 ft

100-Year In-flows = 50.93 cfs / Emergency Release Rate = 101.86 cfs

The detention pond will release flows to the east at rates mimicking historic flow rates. A preliminary development plan amendment, plat, and rezoning of the property to the east and north owned by Seltzer Farms is currently being reviewed by Adams County. The owners of Seltzer Farms have stated that they will discuss the proposed detention pond outfall once Adams County has approved the preliminary plans. The detention pond outfall will be coordinated and designed with future submittals.

V. POTENTIAL EROSION AND SEDIMENTATION IMPACTS

The development of ETC will require installing erosion control measures to limit negative impacts to adjacent properties and receiving waters. The majority of erosion impacts will be during clearing, grading, and earthwork of the site. To mitigate these impacts the following erosion control measures must be installed: silt fence, vehicle tracking control, concrete washout, erosion control logs, inlet protections, and stabilized staging area. Good housekeeping practices shall be utilized before, during and after final construction as explained in the Urban Drainage Flood Control District Vol. 3 and the Erosion Control Plans for ETC. Refer to the Phase 1, 2 and 3 Erosion Control Plans for locations and details of measures to be installed. Erosion control measures must be installed per MHFD details and regularly checked to ensure proper function, if any measure is damaged or not functioning correctly, it must be immediately replaced or repaired as necessary. Dust mitigation and street sweeping measures may be required as needed.

After construction is complete all erosion control measures shall remain operational until final stabilization has been achieved. The proposed onsite detention pond for ETC includes water quality to capture any post construction erosion to prevent soil from leaving the site. The detention pond shall be maintained after construction to ensure it remains functioning as designed, including removing any sediment accumulation from construction activities.

VI. DRAINAGE IMPACT ANALYSIS

Existing onsite drainage patterns were analyzed to ensure proposed detention facilities can be implemented without causing negative impacts to downstream properties. The proposed drainage design includes an extended detention pond that will receive the onsite developed runoff and release that runoff to the east at historic rates. The detention pond and roadside swales will improve water quality of the runoff by allowing the pollutants to settle out of the runoff before being released to the east. East of the site, the development of Seltzer Farms is currently in process of planning and approval, the outfall of the proposed detention pond will be incorporated and routed through the adjacent development.

VII. SUMMARY

ETC drainage facilities are designed to capture developed runoff and mimic the historical rates for minor and major storm events. All facilities will be designed using Adams County Standards and Specifications and Mile High Flood District Criteria. This report analyzes the potential impacts of storm runoff and does not consider groundwater or irrigation conditions.

VIII. REFERENCES

1. Adams County, Colorado. *Chapter 9 – Storm Drainage Design and Stormwater Quality Regulations*. December 8, 2020.
2. Mile High Flood District. *Urban Storm Drainage Criteria Manual Volumes 1 and 2*. Revised August 2018.
3. Mile High Flood District. *Urban Storm Drainage Criteria Manual Volume 3, Best Management Practices*. November 2010.

IX. APPENDICES

Rational Method Runoff Analysis.....	Appendix A
Inlet Analysis	Appendix B
Storm Pipe & Swale Analysis.....	Appendix C
Proposed Detention Pond Analysis.....	Appendix D
Maps.....	Appendix E
1. Vicinity Map	
2. FIRM Maps	
3. USDA Soil Survey Map	
4. The Enclave at Todd Creek Grading and Drainage Plan (2 Sheets) (Map Pocket)	
5. The Enclave at Todd Creek Pond Plan (Map Pocket)	
6. The Enclave at Todd Creek Existing Drainage Plan (Map Pocket)	
7. The Enclave at Todd Creek Erosion Control Plans and Details	

APPENDIX A
RATIONAL METHOD
RUNOFF CALCULATIONS

Existing Runoff Coefficients

Basin	Area (ac.)	% Imperviousness Calculations					NRCS Soil Groups			5-Year			10-Year			100-Year			Runoff Coefficients		
		SFR Rural (35%) (acres)	Undisturbed Soil (5%) (acres)	Roadways & Paved Streets (95%) (acres)	Gravel (80%) (acres)	Roofs (95%) (acres)	% Imp.	% A	% B	% C/D	C _A	C _B	C _{C/D}	C _A	C _B	C _{C/D}	C _A	C _B	C _{C/D}	C ₅	C ₁₀
X1	15.61	0.00	15.42	0	0.03	0.16	6.1		100	0.02	0.04	0.08	0.03	0.11	0.18	0.16	0.45	0.51	0.08	0.18	0.51

Existing Times of Concentration

Basin	% Imperviousness	Overland Flow			Channelized Flow					Length (ft)	Slope (ft/ft)	K	Note	T _t Eqn. 6-4 (mins)	T _c Eqn. 6-2 (min.)	Length (ft)	Slope (ft) (min.)	T _c Eqn. 6-5 (min.)	Design T _c (min.)
		C ₅	Length (ft)	Slope (ft/ft)	T _t Eqn. 6-3 (mins)	Length (ft)	Slope (ft/ft)	K	Note										
X1	0.06	0.08	500	0.019	33.2	800	0.019	5	Field	19.3	52.5	800	0.019	34.8	34.8	800	0.019	34.8	34.8

Existing Runoff Rates

Basin	Area (acres)	C ₅	C ₁₀	C ₁₀₀	I ₆ (in/hr)	I ₁₀ (in/hr)	I ₁₀₀ (in/hr)	Q ₆ (cfs)	Q ₁₀ (cfs)	Q ₁₀₀ (cfs)
X1	15.61	0.08	0.18	0.51	2.04	2.41	3.89	2.70	6.67	30.92

Intensity = $28.5 * P_1 / ((10 + T_c)^{0.786})$

Adams County One-Hour Rainfall Depths

5-Year =	1.42
10-Year =	1.68
100-Year =	2.71

P₁ = 1-hour point rainfall depth

T_c = Time of Concentration

Runoff Coefficients

Basin	Area (ac.)	% Imperviousness Calculations						NRCS Soil Groups			5-Year			10-Year			100-Year			Runoff Coefficients		
		SFR Rural (35%) (acres)	Disturbed Soil (20%) (acres)	Roadways & Paved Streets (95%) (acres)	Gravel (80%) (acres)	Extended Detention Pond (25%) (acres)	% Imp.	% A	% B	C/D	C _A	C _B	C _{C/D}	C _A	C _B	C _{C/D}	C _A	C _B	C _{C/D}	C ₅	C ₁₀	C ₁₀₀
B1	6.17	5.36	0.32	0.35	0.15	0	38.7		100	0.26	0.31	0.35	0.27	0.37	0.42	0.41	0.61	0.64	0.35	0.42	0.64	
B2	3.42	2.67	0.29	0.31	0.14	0	41.1		100	0.28	0.33	0.37	0.29	0.39	0.44	0.43	0.62	0.65	0.37	0.44	0.65	
B3	2.64	2.64	0	0	0	0	35.0		100	0.23	0.27	0.32	0.24	0.34	0.39	0.38	0.59	0.63	0.32	0.39	0.63	
B4	0.46	0.46	0	0	0	0	35.0		100	0.23	0.27	0.32	0.24	0.34	0.39	0.38	0.59	0.63	0.32	0.39	0.63	
B5	1.68	0.79	0	0	0	0.89	29.7		100	0.18	0.23	0.28	0.20	0.30	0.35	0.34	0.57	0.61	0.28	0.35	0.61	
B6	0.31	0	0.21	0.09	0.01	0	43.0		100	0.29	0.34	0.39	0.31	0.40	0.45	0.45	0.63	0.66	0.39	0.45	0.66	
B7	0.05	0	0.02	0.03	0.01	0	69.1		100	0.54	0.58	0.60	0.55	0.62	0.64	0.65	0.75	0.77	0.60	0.64	0.77	
TOTAL	14.74	11.93	0.84	0.78	0.31	0.89	37.7		100	0.25	0.30	0.34	0.26	0.36	0.41	0.40	0.60	0.64	0.34	0.41	0.64	

Times of Concentration

Basin	% Imperviousness	C ₅	Overland Flow			Channelized Flow				T _c Eqn. 6-2 (min.)	Length (ft)	Slope (ft/ft)	K	Note	T _t Eqn. 6-4 (mins)	T _c Eqn. 6-5 (min.)	Design T _c (min.)
			Length (ft)	Slope (ft/ft)	T _t Eqn. 6-3 (mins)	Length (ft)	Slope (ft/ft)	K	Note								
B1	0.39	0.35	463	0.032	19.8	751	0.010	15	Grass	8.3	28.1	0.010	751	0.010	28.1	28.1	28.1
B2	0.41	0.37	33	0.090	3.7	1021	0.018	15	Grass	8.5	12.1	0.018	1021	0.018	27.6	27.6	12.1
B3	0.35	0.32	510	0.016	27.4	713	0.018	15	Grass	5.9	33.3	0.018	713	0.018	26.5	26.5	26.5
B4	0.35	0.32	106	0.038	9.3	175	0.010	15	Grass	1.9	11.3	0.010	175	0.010	22.1	22.1	11.3
B5	0.30	0.28	135	0.037	11.2	196	0.010	15	Pond	2.2	13.4	0.010	196	0.010	23.4	23.4	13.4
B6	0.43	0.39	27	0.070	3.5	256	0.010	15	Grass	2.8	6.3	0.010	256	0.010	21.5	21.5	6.3
B7	0.69	0.60	45	0.070	3.2	26	0.030	15	Grass	0.2	5.0	0.030	26	0.030	14.4	14.4	5.0

Basin	Area (acres)	C ₅	C ₁₀	C ₁₀₀	T _c (mins)	I ₅ (in/hr)	I ₁₀ (in/hr)	I ₁₀₀ (in/hr)	Q ₅ (cfs)	Q ₁₀ (cfs)	Q ₁₀₀ (cfs)
B1	6.17	0.35	0.42	0.64	28.1	2.32	2.74	4.42	5.04	7.08	17.53
B2	3.42	0.37	0.44	0.65	12.1	3.55	4.20	6.78	4.51	6.26	15.10
B3	2.64	0.32	0.39	0.63	26.5	2.40	2.84	4.57	2.04	2.93	7.58
B4	0.46	0.32	0.39	0.63	11.3	3.66	4.33	6.98	0.54	0.78	2.02
B5	1.68	0.28	0.35	0.61	13.4	3.40	4.02	6.49	1.59	2.38	6.61
B6	0.31	0.39	0.45	0.66	6.3	4.51	5.33	8.60	0.54	0.74	1.76
B7	0.05	0.60	0.64	0.77	5.0	4.82	5.70	9.19	0.15	0.19	0.37

Intensity = $28.5 * P_1 / ((10 + T_c)^{0.786})$
Adams County One-Hour Rainfall Depths
5-Year = 1.42
10-Year = 1.68
100-Year = 2.71
P₁ = 1-hour point rainfall depth
T_c = Time of Concentration

plan to determine runoff coefficients and consider changes in flow patterns (from the undeveloped site conditions) caused by the proposed plan (including street alignments). When evaluating the estimated time of concentrations, the proposed lot grading shall be used to calculate the time of concentration. The proposed project shall in no way change historic runoff values, cause downstream damage, or adversely impact adjacent properties. In addition, phased or partial development analysis will not be accepted. The entire platted parcel shall be analyzed for full build-out in order to properly site and size detention/retention areas and conveyance systems.

Different levels of onsite analysis may be required depending on the size of project or as directed by the County. Refer to the Appendices for a copy of the Application Package for analysis requirements.

9-01-04-01-02 OFFSITE FLOW ANALYSIS

The analysis of offsite runoff is dependent on regional drainage characteristics (whether or not the tributary offsite area lies within a major drainage basin) and the existing/proposed land use and topographic features. If an existing Storm Drainage Master Plan has been adopted by resolution for the region being developed, the engineer shall use this as a baseline document (prior approval from the County on the Master Plan is required) and update it with proposed information. However, should no offsite information be available for fully developed flows (5-, 10- and 100-year), the engineer must perform a regional analysis to ensure the proposed development does not change historic runoff values, cause downstream damage, or adversely impact adjacent properties.

Different levels of offsite analysis may be required depending on the size of project or as directed by the County. Refer to the Appendices for a copy of the Application Package for analysis requirements.

9-01-04-02 STORM RETURN PERIOD

The minor and major storm return period shall not be less than those found in Table 9.2 for all vital drainage structures or critical points of surface water flow.

Table 9.2—Return Periods

Land Use	Return Period (Yrs) for Minor Drainage Systems	Return Period (Yrs) for Major Drainage Systems
Residential-Urban	5	100
Residential-Rural	10 ^a	100
Commercial	5	100
Industrial	5	100
Open Space	5	100
School	5	100

^a All roadside ditches and culverts shall be sized to carry the 10-year peak runoff.

9-01-04-03 RAINFALL

Presented in this Section are guidelines for the development of rainfall data to be used in preparing a hydrological analysis (storm runoff) for a proposed development within the County.

The rainfall intensity information published by the National Oceanic and Atmospheric Administration (NOAA) in the "Precipitation-Frequency Atlas of the Western United States" was used to develop incremental rainfall distributions presented in Table 9.5. The incremental rainfall distributions presented in this table are based on procedures developed by the MHFD. However, refinements have been made to closely match conditions within the County.

9-01-04-04 TIME-INTENSITY-FREQUENCY CURVES

A time-intensity-frequency curve was developed for the County by using one-hour point rainfall values (see Table 9.3) and factors for durations of less than one hour (see Table 9.4); both obtained from the NOAA Atlas. The outcomes of this distribution are point values that were then converted to intensities and plotted as Figure 9.1. Rainfall data from the Mile High Flood District (MHFD) may be used as an alternative (see MHFD Criteria Manual).

Table 9.3—One-Hour Point Rainfall (inches)

2-Year	5-Year	10-Year	50-Year	100-Year
1.00	1.42	1.68	2.35	2.71

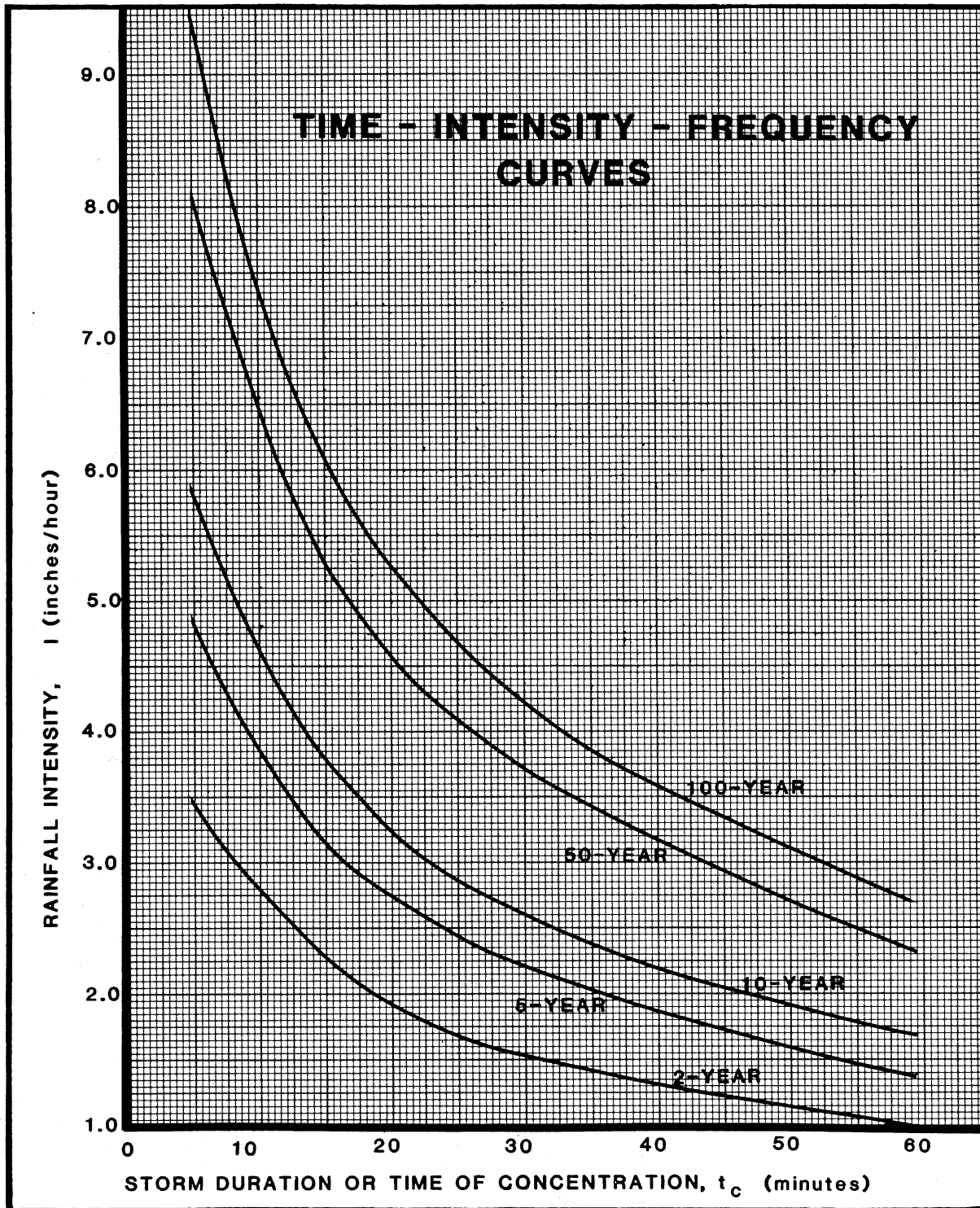
Table 9.4—Factors for Durations of Less than One Hour

Duration (minutes)	5	10	15	30
Ratio to 1-hour depth	0.29	0.45	0.57	0.79

Table 9.5—Incremental Rainfall Depths

Time (min)	Incremental Rainfall Depth (Inches)														
	Basins <5 SQ. Miles					Basins between 5 and 10 SQ. Miles					Basins between 10 and 20 SQ. Miles				
	Return Period (Yr.)					Return Period (Yr.)					Return Period (Yr.)				
	2	5	10	50	100	2	5	10	50	100	2	5	10	50	100
5	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
10	0.04	0.05	0.06	0.08	0.08	0.04	0.05	0.06	0.08	0.08	0.04	0.05	0.06	0.08	0.08
15	0.08	0.12	0.14	0.12	0.12	0.08	0.12	0.14	0.12	0.12	0.08	0.12	0.14	0.12	0.12
20	0.16	0.22	0.25	0.19	0.22	0.15	0.21	0.25	0.19	0.22	0.14	0.20	0.25	0.19	0.22
25	0.25	0.36	0.42	0.35	0.38	0.24	0.35	0.40	0.34	0.36	0.23	0.32	0.38	0.32	0.34
30	0.14	0.18	0.20	0.59	0.68	0.13	0.17	0.19	0.57	0.65	0.13	0.16	0.18	0.53	0.61
35	0.06	0.08	0.09	0.28	0.38	0.06	0.08	0.09	0.27	0.36	0.06	0.08	0.09	0.25	0.34
40	0.05	0.06	0.07	0.19	0.22	0.05	0.06	0.07	0.19	0.22	0.05	0.06	0.07	0.19	0.22
45	0.03	0.05	0.06	0.12	0.17	0.03	0.05	0.06	0.12	0.17	0.03	0.05	0.06	0.12	0.17
50	0.03	0.05	0.05	0.12	0.14	0.03	0.05	0.05	0.12	0.14	0.03	0.05	0.05	0.12	0.14
55	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11
60	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11
65	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11	0.03	0.04	0.05	0.08	0.11
70	0.02	0.04	0.05	0.06	0.05	0.02	0.04	0.05	0.06	0.05	0.02	0.04	0.05	0.06	0.05
75	0.02	0.03	0.05	0.06	0.05	0.02	0.03	0.05	0.06	0.05	0.02	0.03	0.05	0.06	0.05
80	0.02	0.03	0.04	0.04	0.03	0.02	0.03	0.04	0.04	0.03	0.02	0.03	0.04	0.04	0.03
85	0.02	0.03	0.03	0.04	0.03	0.02	0.03	0.03	0.04	0.03	0.02	0.03	0.03	0.04	0.03
90	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
95	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03	0.02	0.03	0.03	0.03	0.03
100	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
105	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
110	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03	0.02	0.02	0.03	0.03	0.03
115	0.01	0.02	0.03	0.03	0.03	0.01	0.02	0.03	0.03	0.03	0.01	0.02	0.03	0.03	0.03
120	0.01	0.02	0.02	0.03	0.03	0.01	0.02	0.02	0.03	0.03	0.01	0.02	0.02	0.03	0.03
125											0.01	0.02	0.02	0.02	0.02
130											0.01	0.01	0.02	0.02	0.02
135											0.01	0.02	0.01	0.02	0.02
140											0.01	0.02	0.01	0.02	0.02
145											0.01	0.01	0.01	0.02	0.02
150											0.01	0.01	0.01	0.01	0.02
155											0.01	0.01	0.01	0.01	0.01
160											0.01	0.01	0.01	0.01	0.01
165											0.01	0.01	0.01	0.01	0.01
170											0.01	0.01	0.01	0.01	0.01
175											0.01	0.01	0.01	0.01	0.01
180											0.01	0.01	0.01	0.00	0.00
	1.15	1.61	1.89	2.72	3.12	1.12	1.58	1.86	2.68	3.05	1.22	1.68	1.97	2.76	3.14

Figure 9.1—Time-Intensity-Frequency Curves



APPENDIX B
INLET ANALYSIS

Type H-20 Grate Inlets

Struction Number	Contributing Basin	Q ₅ (cfs)	Q ₁₀₀ (cfs)	Inlet Type	Analyzed Inlet Capacity (cfs)
STM-2	B4	0.54	2.02	15" Standard H-20	1.10
STM-3	B3	2.04	7.58	15" Standard H-20	1.55

15" Standard H-20 Grate Capacity Calculations

Orifice Equation: $Q = 0.60 * A * (2gh)^{1/2}$

Opening Area = 92.7 sq.in.
 Opening Area = 0.64 s.f.
 Blockage = 50%
 Analyzed Head = 0.50 feet
Capacity = 1.10 cfs

15" Standard H-20 Grate Capacity Calculations

Orifice Equation: $Q = 0.60 * A * (2gh)^{1/2}$

Opening Area = 92.70 sq.in.
 Opening Area = 0.64 s.f.
 Blockage = 50%
 Analyzed Head = 0.75 feet
Capacity = 1.34 cfs

15" Standard H-20 Grate Capacity Calculations

Orifice Equation: $Q = 0.60 * A * (2gh)^{1/2}$

Opening Area = 92.7 sq.in.
 Opening Area = 0.64 s.f.
 Blockage = 50%
 Analyzed Head = 1.00 feet
Capacity = 1.55 cfs

APPENDIX C
STORM PIPE & SWALE ANALYSIS

Storm Pipe Sizing - Minor & Major Storm Event

The Enclave at Todd Creek

Job Number: 2713-1

Upstream & Downstream Design Points		Pipe Size (in)	Pipe Slope (ft/ft)	Pipe Capacity (cfs)	Contributing Basins	5-Year Flows (cfs)	100-Year Flows (cfs)
STM-3	STM-2	12	0.0058	2.71	B3	2.04	7.58
STM-2	STM-1	12	0.0053	2.59	B3, B4	2.58	9.60

Notes:

1. Manning's Equation was used to determine pipe capacities.

Swale A Sizing Calculations

Maximum Slope:

Channel Characteristics	
100-YR Design flow (Basin B6) (cfs):	1.76
10-YR Design flow (Basin B6) (cfs):	0.74
Slope of channel bank (z:1) (entre z):	4
Base width (b) (ft)	0
Minimum channel depth (ft):	2.00
Maximum/Downstream Slope (S) (ft/ft):	0.046
Manning's n:	0.035
100-Year Depth (y_n) (ft):	0.39
100-Year depth area (A) (ft^2):	0.59
100-Year depth wetted perimeter (P) (ft):	3.18
100-Year depth top Width (ft):	3.08
Capacity at 100-year depth (cfs):	1.76
100-Year velocity (v_n) (fps):	3.0
Froude number:	1.19
10-Year Depth (y_n) (ft):	0.28
10-Year depth area (A) (ft^2):	0.31
10-Year depth wetted perimeter (P) (ft):	2.29
10-Year depth top Width (ft):	2.23
Capacity at 10-year depth (cfs):	0.74
10-Year velocity (v_n) (fps)	2.4
Froude number:	1.13
Full Depth Calculations	
Full depth area (A) (ft^2):	16.00
Full depth wetted perimeter (P) (ft):	16.49
Full depth top width (ft) :	16.00
Capacity at full depth (cfs) :	142.42
Design freeboard (ft) :	1.61

Minimum Slope:

Channel Characteristics	
Design flow (Basin B6) (cfs):	1.76
10-YR Design flow (Basin B6) (cfs):	0.74
Slope of channel bank (z:1) (entre z):	4
Base width (b) (ft)	0
Minimum channel depth (ft):	2.00
Minimum/Upstream Slope (S) (ft/ft):	0.010
Manning's n:	0.035
100-Year Depth (y_n) (ft):	0.51
100-Year depth area (A) (ft^2):	1.04
100-Year depth wetted perimeter (P) (ft):	4.20
100-Year depth top Width (ft):	4.07
Capacity at 100-Year depth (cfs):	1.76
100-Year velocity (v_n) (fps):	1.7
Froude number:	0.59
10-Year Depth (y_n) (ft):	0.37
10-Year depth area (A) (ft^2):	0.54
10-Year depth wetted perimeter (P) (ft):	3.03
10-Year depth top Width (ft):	2.94
Capacity at 10-year depth (cfs):	0.74
10-Year velocity (v_n) (fps)	1.4
Froude number:	0.56
Full Depth Calculations	
Full depth area (A) (ft^2):	16.00
Full depth wetted perimeter (P) (ft):	16.49
Full depth top width (ft) :	16.00
Capacity at full depth (cfs) :	67.56
Design freeboard (ft) :	1.49

Swale B Sizing Calculations

Maximum Slope:

Channel Characteristics	
100-YR Design flow (Basins B6, B1) (cfs):	19.29
10-YR Design flow (Basins B6, B1) (cfs):	7.82
Slope of channel bank (z:1) (entre z):	4
Base width (b) (ft)	0
Minimum channel depth (ft):	2.00
Maximum/Upstream Slope (S) (ft/ft):	0.030
Manning's n:	0.035
100-Year Depth (y_n) (ft):	1.02
100-Year depth area (A) (ft^2):	4.19
100-Year depth wetted perimeter (P) (ft):	8.43
100-Year depth top Width (ft):	8.18
Capacity at 100-Year depth (cfs):	19.29
100-Year velocity (v_n) (fps):	4.6
Froude number:	1.14
10-Year Depth (y_n) (ft):	0.73
10-Year depth area (A) (ft^2):	2.13
10-Year depth wetted perimeter (P) (ft):	6.01
10-Year depth top Width (ft):	5.83
Capacity at 10-year depth (cfs):	7.82
10-Year velocity (v_n) (fps)	3.7
Froude number:	1.07
Full Depth Calculations	
Full depth area (A) (ft^2):	16.00
Full depth wetted perimeter (P) (ft):	16.49
Full depth top width (ft) :	16.00
Capacity at full depth (cfs) :	115.31
Design freeboard (ft) :	1.27

Minimum Slope:

Channel Characteristics	
100-YR Design flow (Basins B6, B1) (cfs):	19.29
10-YR Design flow (Basins B6, B1) (cfs):	7.82
Slope of channel bank (z:1) (entre z):	4
Base width (b) (ft)	0
Minimum channel depth (ft):	2.00
Minimum/Downstream Slope (S) (ft/ft):	0.010
Manning's n:	0.035
100-Year Depth (y_n) (ft):	1.26
100-Year depth area (A) (ft^2):	6.32
100-Year depth wetted perimeter (P) (ft):	10.36
100-Year depth top Width (ft):	10.05
Capacity at 100-Year depth (cfs):	19.29
100-Year velocity (v_n) (fps):	3.1
Froude number:	0.68
10-Year Depth (y_n) (ft):	0.90
10-Year depth area (A) (ft^2):	3.21
10-Year depth wetted perimeter (P) (ft):	7.39
10-Year depth top Width (ft):	7.17
Capacity at 10-year depth (cfs):	7.82
10-Year velocity (v_n) (fps)	2.4
Froude number:	0.64
Full Depth Calculations	
Full depth area (A) (ft^2):	16.00
Full depth wetted perimeter (P) (ft):	16.49
Full depth top width (ft) :	16.00
Capacity at full depth (cfs) :	66.57
Design freeboard (ft) :	1.10

Swale C Sizing Calculations

Maximum Slope:

Channel Characteristics	
100-YR Design flow (Basins B2, B7) (cfs):	15.48
10-YR Design flow (Basins B2, B7) (cfs):	6.45
Slope of channel bank (z:1) (entre z):	4
Base width (b) (ft)	0
Minimum channel depth (ft):	2.00
Maximum/Upstream Slope (S) (ft/ft):	0.030
Manning's n:	0.035
100-Year Depth (y_n) (ft):	0.94
100-Year depth area (A) (ft^2):	3.55
100-Year depth wetted perimeter (P) (ft):	7.77
100-Year depth top Width (ft):	7.54
Capacity at 100-Year depth (cfs):	15.48
100-Year velocity (v_n) (fps):	4.4
Froude number:	1.12
10-Year Depth (y_n) (ft):	0.68
10-Year depth area (A) (ft^2):	1.84
10-Year depth wetted perimeter (P) (ft):	5.59
10-Year depth top Width (ft):	5.43
Capacity at 10-year depth (cfs):	6.45
10-Year velocity (v_n) (fps)	3.5
Froude number:	1.06
Full Depth Calculations	
Full depth area (A) (ft^2):	16.00
Full depth wetted perimeter (P) (ft):	16.49
Full depth top width (ft) :	16.00
Capacity at full depth (cfs) :	115.31
Design freeboard (ft) :	1.32

Minimum Slope:

Channel Characteristics	
100-YR Design flow (Basins B2, B7) (cfs):	15.48
10-YR Design flow (Basins B2, B7) (cfs):	6.45
Slope of channel bank (z:1) (entre z):	4
Base width (b) (ft)	0
Minimum channel depth (ft):	2.00
Maximum/Upstream Slope (S) (ft/ft):	0.010
Manning's n:	0.035
100-Year Depth (y_n) (ft):	1.16
100-Year depth area (A) (ft^2):	5.36
100-Year depth wetted perimeter (P) (ft):	9.54
100-Year depth top Width (ft):	9.26
Capacity at 100-Year depth (cfs):	15.48
100-Year velocity (v_n) (fps):	2.9
Froude number:	0.67
10-Year Depth (y_n) (ft):	0.83
10-Year depth area (A) (ft^2):	2.78
10-Year depth wetted perimeter (P) (ft):	6.87
10-Year depth top Width (ft):	6.67
Capacity at 10-year depth (cfs):	6.45
10-Year velocity (v_n) (fps)	2.3
Froude number:	0.63
Full Depth Calculations	
Full depth area (A) (ft^2):	16.00
Full depth wetted perimeter (P) (ft):	16.49
Full depth top width (ft) :	16.00
Capacity at full depth (cfs) :	66.57
Design freeboard (ft) :	1.17

APPENDIX D
PROPOSED DETENTION POND ANALYSIS

Detention Pond Calculations

The Enclave at Todd Creek

Job Number: 2713-1

On-Site Contributing Area = 14.74 acres
 % Imperviousness = 37.7 %

Allowable Release Rates From On-Site Improvements

100-Year Release = $1.00 \times \text{Area (acres)}$ = 14.74 cfs

5-Year Release = $0.17 \times \text{Area (acres)}$ = 2.51 cfs

*The above release rates are based on Type C hydrologic soils.

WQCV Storage = (WQCV / 12) * Area

WQCV = $1.0 \times (0.91i^3 - 1.19i^2 + 0.78i)$

Using a 40-hour drain time, $a = 1.0$

Water Quality Capture Volume Calculations	Area (acres)	% Impervious	WQCV (inches)	Req'd Storage (ac-ft)	Req'd Storage (c.f.)
	14.74	37.7	0.17	0.21	9,285

Volume Calculations

Method: $V = K \times A$		
Contributing Area =	14.74 acres	
% Impervious =	37.7 %	
$K_{100} = (1.78 \times I - 0.002 \times I^2 - 3.56) / 910 =$	0.067	
$V_{100} =$	0.98 ac-ft	
$V_{100} =$	42,774 c.f.	
$K_5 = (0.77 \times I - 2.26) / 1000 =$	0.027	
$V_5 =$	0.39 ac-ft	
$V_5 =$	17,164 c.f.	
Final $V_{100} = V_{100} + 50\% \text{ WQ Volume} =$	47,417 c.f.	1.09 ac-ft
Final $V_5 = V_5 + \text{WQ Volume} =$	26,449 c.f.	0.61 ac-ft

Design Stage-Storage Relationship

Pond Elevation	Depth (ft)	Area (s.f.)	Inc. Vol. (c.f.)	Vol. (c.f.)	Vol. (ac-ft)	Note
5111.40	0.00	0	0	0	0.00	*Bottom of Pond
5112.00	0.60	4,719	1,416	1,416	0.03	
5112.79	1.39	15,147	7,869	9,285	0.21	WQCV W.S.E.
5113.00	1.60	17,881	11,300	12,716	0.29	
5113.70	2.30	21,392	13,733	26,449	0.61	*5-Year W.S.E.
5114.00	2.60	22,901	20,391	33,107	0.76	
5114.60	3.20	24,993	14,310	47,417	1.09	*100-Year W.S.E.
5114.97	3.57	26,296	23,861	56,967	1.31	MHFD OS 100-Year ^[1]
5115.00	3.60	26,401	24,651	57,758	1.33	Spillway Inv.
5116.00	4.60	31,511	28,956	86,714	1.99	
5116.65	5.25	35,776	21,868	108,582	2.49	Top of Pond

Notes: 1. MHFD OS 100-Year is the Mile High Flood District Outfall Structure Worksheet.

Emergency Spillway Calculations

Weir Equation: $Q = C * L * H^{3/2}$

Sloping Weir Equation: $Q = 2/5 * C * Z * H^{2.5}$

$Q_1 = 2/5 * Z_1 * C * H^{5/2}$

$Q_2 = 2/5 * Z_2 * C * H^{5/2}$

$Q_3 = C * L * H^{3/2}$

$Q_{TOTAL} = Q_1 + Q_2 + Q_3$

$Z_1 = 4.0$ Horiz:Vert

$Z_2 = 4.0$ Horiz:Vert

$C = 3.0$

Spillway Invert = 5115.00

Top of Berm = 5116.65

Design Spillway Length = 65.0 ft

Analyzed Emergency Overflow W.S.E. = 5115.64

Analyzed Depth of Flow above Spillway Invert, H = 0.64 ft

Cross-Sectional Flow Area Over Spillway = 42.9 ft²

$Q_1 = 1.55$ cfs

$Q_2 = 1.55$ cfs

$Q_3 = 98.86$ cfs

Total Spillway Release at Analyzed Flow Depth = 101.95 cfs

Spillway Velocity = 2.4 fps

Freeboard above analyzed overflow W.S.E.= 1.01 ft

Sizing Spillway Flows

100-Year In-Flows to Pond = 50.98 cfs

*Summation of basin 100-year flows into pond

Required Emergency Release Rate = 101.95 cfs

*Required spillway release rate is 2x the 100-year inflows.

Capacity of Full Spillway = 446.87 cfs

Spillway Rip Rap Sizing

Unit Discharge during 100-Year Event = 1.57 cfs/ft

From Figure 12-21 Type 'L' Rip Rap is allowable but type 'M' will be used.

MHFD-Detention, Version 4.06 (July 2022)

Basin ID: Proposed Detention Pond



Total detention volume is less than 100-year volume.

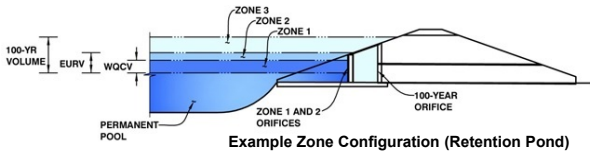
1/13/2025, 1:34 PM

DETENTION BASIN OUTLET STRUCTURE DESIGN

MHFD-Detention, Version 4.06 (July 2022)

Project: The Enclave at Todd Creek

Basin ID: Proposed Detention Pond



Example Zone Configuration (Retention Pond)

	Estimated Stage (ft)	Estimated Volume (ac-ft)	Outlet Type
Zone 1 (WQCV)	1.39	0.210	Orifice Plate
Zone 2 (User)	2.31	0.400	Orifice Plate
Zone 3 (User)	3.20	0.480	Weir&Pipe (Restrict)
Total (all zones)		1.090	

User Input: Orifice at Underdrain Outlet (typically used to drain WQCV in a Filtration BMP)

Underdrain Orifice Invert Depth = ft (distance below the filtration media surface)
Underdrain Orifice Diameter = inches

Calculated Parameters for Underdrain
Underdrain Orifice Area = ft²
Underdrain Orifice Centroid = feet

User Input: Orifice Plate with one or more orifices or Elliptical Slot Weir (typically used to drain WQCV and/or EURV in a sedimentation BMP)

Centroid of Lowest Orifice = ft (relative to basin bottom at Stage = 0 ft)
Depth at top of Zone using Orifice Plate = ft (relative to basin bottom at Stage = 0 ft)
Orifice Plate: Orifice Vertical Spacing = inches
Orifice Plate: Orifice Area per Row = sq. inches

Calculated Parameters for Plate
WQ Orifice Area per Row = ft²
Elliptical Half-Width = feet
Elliptical Slot Centroid = feet
Elliptical Slot Area = ft²

User Input: Stage and Total Area of Each Orifice Row (numbered from lowest to highest)

	Row 1 (required)	Row 2 (optional)	Row 3 (optional)	Row 4 (optional)	Row 5 (optional)	Row 6 (optional)	Row 7 (optional)	Row 8 (optional)
Stage of Orifice Centroid (ft)	0.00	0.70	1.40					
Orifice Area (sq. inches)	1.51	1.51	75.00					

	Row 9 (optional)	Row 10 (optional)	Row 11 (optional)	Row 12 (optional)	Row 13 (optional)	Row 14 (optional)	Row 15 (optional)	Row 16 (optional)
Stage of Orifice Centroid (ft)								
Orifice Area (sq. inches)								

User Input: Vertical Orifice (Circular or Rectangular)

Invert of Vertical Orifice = ft (relative to basin bottom at Stage = 0 ft)
Depth at top of Zone using Vertical Orifice = ft (relative to basin bottom at Stage = 0 ft)
Vertical Orifice Diameter = inches

Calculated Parameters for Vertical Orifice
Vertical Orifice Area = ft²
Vertical Orifice Centroid = feet

User Input: Overflow Weir (Dropbox with Flat or Sloped Grate and Outlet Pipe OR Rectangular/Trapezoidal Weir and No Outlet Pipe)

Overflow Weir Front Edge Height, H_o = ft (relative to basin bottom at Stage = 0 ft)
Overflow Weir Front Edge Length = feet
Overflow Weir Grate Slope = H:V
Horiz. Length of Weir Sides = feet
Overflow Grate Type =
Debris Clogging % = %

Calculated Parameters for Overflow Weir
Height of Grate Upper Edge, H_u = feet
Overflow Weir Slope Length = feet
Grate Open Area / 100-yr Orifice Area =
Overflow Grate Open Area w/o Debris = ft²
Overflow Grate Open Area w/ Debris = ft²

User Input: Outlet Pipe w/ Flow Restriction Plate (Circular Orifice, Restrictor Plate, or Rectangular Orifice)

Depth to Invert of Outlet Pipe = ft (distance below basin bottom at Stage = 0 ft)
Outlet Pipe Diameter = inches
Restrictor Plate Height Above Pipe Invert = inches

Calculated Parameters for Outlet Pipe w/ Flow Restriction Plate
Outlet Orifice Area = ft²
Outlet Orifice Centroid = feet
Half-Central Angle of Restrictor Plate on Pipe = radians

User Input: Emergency Spillway (Rectangular or Trapezoidal)

Spillway Invert Stage = ft (relative to basin bottom at Stage = 0 ft)
Spillway Crest Length = feet
Spillway End Slopes = H:V
Freeboard above Max Water Surface = feet

Calculated Parameters for Spillway
Spillway Design Flow Depth = feet
Stage at Top of Freeboard = feet
Basin Area at Top of Freeboard = acres
Basin Volume at Top of Freeboard = acre-ft

Routed Hydrograph Results

The user can override the default CUHP hydrographs and runoff volumes by entering new values in the Inflow Hydrographs table (Columns W through AF).

	WQCV	EURV	2 Year	5 Year	10 Year	25 Year	50 Year	100 Year	500 Year
Design Storm Return Period =	N/A	N/A	1.00	1.42	1.68	1.69	2.35	2.71	3.14
One-Hour Rainfall Depth (in) =	0.210	0.514	0.451	0.890	1.196	1.263	2.081	2.592	3.139
CUHP Runoff Volume (acre-ft) =	N/A	N/A	0.451	0.890	1.196	1.263	2.081	2.592	3.139
Inflow Hydrograph Volume (acre-ft) =	N/A	N/A	0.7	5.0	7.4	9.2	17.0	22.2	27.4
CUHP Predevelopment Peak Q (cfs) =	N/A	N/A	N/A	0.05	0.50	0.63	1.15	1.51	1.86
OPTIONAL Override Predevelopment Peak Q (cfs) =	N/A	N/A	N/A	0.34	0.50	0.63	1.15	1.51	1.86
Predevelopment Unit Peak Flow, q (cfs/acre) =	N/A	N/A	N/A	12.1	15.6	17.5	28.2	34.7	41.7
Peak Inflow Q (cfs) =	0.1	2.2	1.4	2.52	6.8	8.7	13.3	14.70	26.8
Peak Outflow Q (cfs) =	N/A	N/A	N/A	0.5	0.9	0.9	0.8	0.7	1.0
Ratio Peak Outflow to Predevelopment Q =	Plate	Plate	Plate	Overflow Weir 1	Overflow Weir 1	Overflow Weir 1	Outlet Plate 1	Outlet Plate 1	Spillway
Structure Controlling Flow =	N/A	N/A	N/A	0.0	0.2	0.3	0.6	0.6	0.7
Max Velocity through Grate 1 (fps) =	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Max Velocity through Grate 2 (fps) =	38	38	40	37	34	33	28	25	22
Time to Drain 97% of Inflow Volume (hours) =	40	42	43	43	42	42	39	37	36
Time to Drain 99% of Inflow Volume (hours) =	1.39	2.11	1.65	2.30	2.46	2.50	3.02	3.57	3.75
Maximum Ponding Depth (ft) =	0.35	0.47	0.42	0.49	0.51	0.51	0.56	0.60	0.62
Area at Maximum Ponding Depth (acres) =	0.213	0.517	0.313	0.608	0.683	0.708	0.983	1.308	1.418
Maximum Volume Stored (acre-ft) =									

APPENDIX E
MAPS

Basin Runoff Rates											
Basin	Area (acres)	C _s	C ₁₀	C ₁₀₀	T _r (mins)	I _s (in/hr)	I ₁₀ (in/hr)	I ₁₀₀ (in/hr)	Q _s (cfs)	Q ₁₀ (cfs)	Q ₁₀₀ (cfs)
B1	6.17	0.35	0.42	0.64	28.1	2.32	2.74	4.42	5.04	7.08	17.53
B2	3.42	0.37	0.44	0.65	12.1	3.55	4.20	6.78	4.51	6.26	15.10
B3	2.64	0.32	0.39	0.63	26.5	2.40	2.84	4.57	2.04	2.93	7.58
B4	0.46	0.32	0.39	0.63	11.3	3.66	4.33	6.98	0.54	0.78	2.02
B5	1.68	0.28	0.35	0.61	13.4	3.40	4.02	6.49	1.59	2.38	6.61
B6	0.31	0.39	0.45	0.66	6.3	4.51	5.33	8.60	0.54	0.74	1.76
B7	0.05	0.60	0.64	0.77	5.0	4.82	5.70	9.19	0.15	0.19	0.37

THE ENCLAVE AT TODD CREEK
PROPOSED DRAINAGE PLAN
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

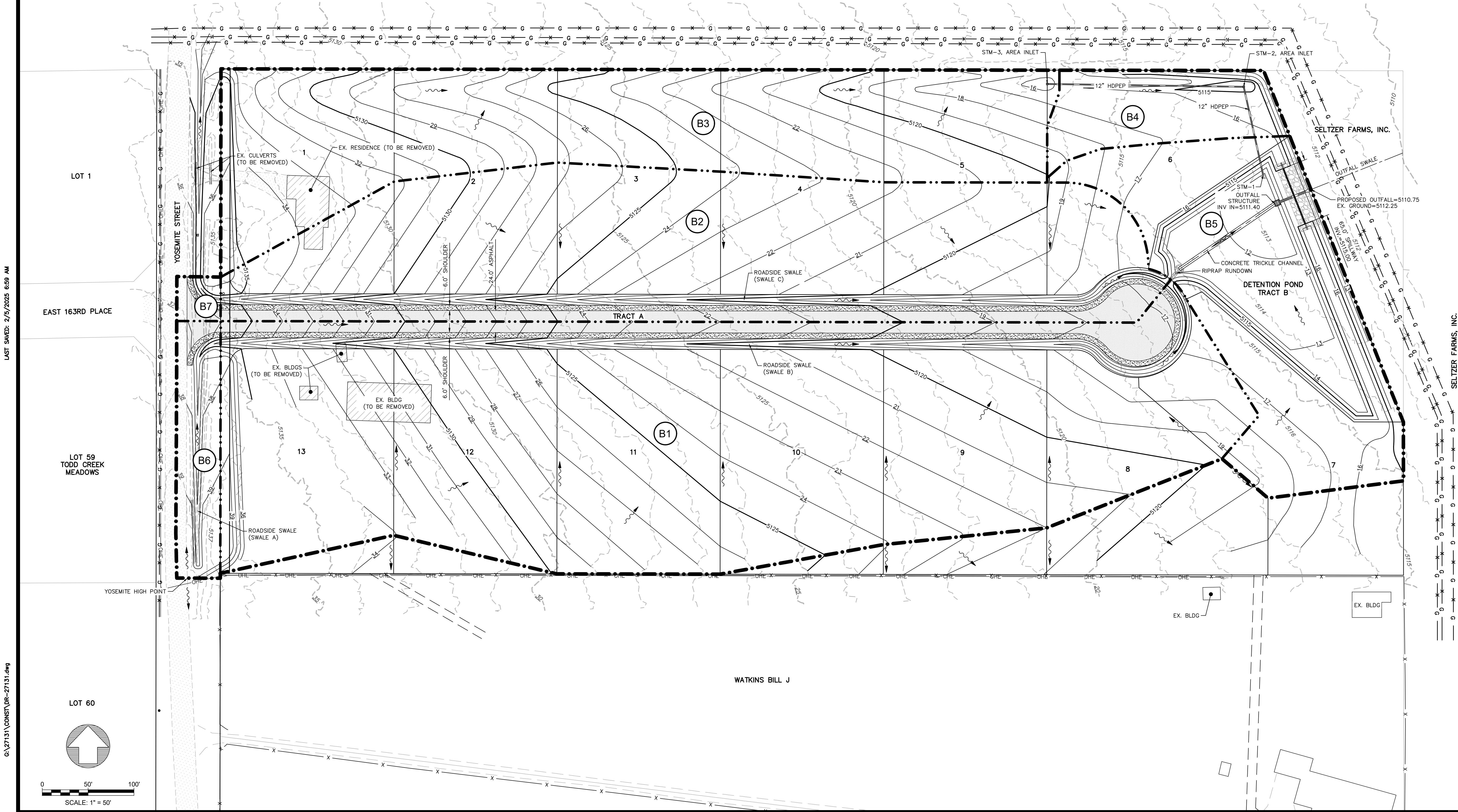
PROPOSED ROADSIDE SWALE

LEGEND

DETENTION POND CHARACTERISTICS

DETENTION POND OUTFALL NOTES

SELTZER FARMS, INC.



72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (1.800.4.A.S.A.)

811

DATE

NO.

REVISIONS

NOT FOR CONSTRUCTION

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

THE ENCLAVE AT TODD CREEK
ADAMS COUNTY, COLORADO

PROPOSED DRAINAGE PLAN

PREPARED FOR
PEAK 3 PROPERTIES, LLC

JOB NUMBER:
2713-1

DRAWN BY:
JR

DESIGNED BY:
TA

DATE:
02/05/2025

SCALE:
1" = 50'

SHEET NO:
12 OF 18

LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 3-T1S-R67W
ADAMS COUNTY, COLORADO - 15.6 ACRES

SELTZER FARMS, INC.

2.0 GENERAL FACILITY DESCRIPTION

THIS FACILITY CONSISTS OF A DETENTION POND THAT RECEIVES INFLOWS FROM LOTS 1- 12 AND UPSTREAM ROADSIDE DITCHES. THE DETENTION POND PROVIDES WATER QUALITY, 100-YR STORM DETENTION, AND AN EMERGENCY SPILLWAY. RELEASED FLOWS OUTFALL INTO THE PROPOSED DRAINAGE SWALE TO THE EAST OF THE POND.

2.1 MAINTENANCE NOTES

- MAINTENANCE FREQUENCY:
ROUTINE MAINTENANCE TASKS, INCLUDING MOWING AND DEBRIS REMOVAL, SHOULD BE PERFORMED ON AN AS-NEEDED BASIS. DEBRIS REMOVAL SHOULD BE DONE BEFORE THE SUMMER SEASON AND FOLLOWING ANY SIGNIFICANT RAINFALL EVENTS. THE PROPERTY OWNER SHOULD DO ANNUAL SITE INSPECTION TO EVALUATE THE NEED FOR ADDITIONAL MAINTENANCE, INCLUDING SEDIMENT REMOVAL, REVEGETATION, EROSION CONTROL, AND STRUCTURAL REPAIRS.

- EQUIPMENT AND SPECIAL TOOLS REQUIRED:
 - RAKE OR BROOM
 - WHEELBARROW
 - LAWN MOWER
 - SHOVEL

2.2 MAINTENANCE PROCEDURE

- **SEDIMENT REMOVAL:**
ALL SEDIMENT MUST BE REMOVED FROM THE TRICKLE CHANNEL, RUNDOWN AND OUTFALL STRUCTURE.
- **DEBRIS REMOVAL:**
DEBRIS BUILDUP IS EXPECTED AT THE OUTFALL STRUCTURE TRASH RACK AND FOREBAY. ALL DEBRIS SHOULD BE COLLECTED AND DISPOSED OFFSITE. A BROOM OR RAKE WILL BE NECESSARY TO CLEAN THE TRASH RACK AND A SHOVEL FOR THE IMPACT STILLING BASIN AND FOREBAY.
- **WATER QUALITY:**
IN THE OUTFALL STRUCTURE THE WATER QUALITY DRIFES IN THE STEEL PLATE MUST ALL BE CLEARED OF DEBRIS & SEDIMENT. ALL DEBRIS SHOULD BE COLLECTED AND DISPOSED OFFSITE.
- **RIPRAP:**
INSPECT RIPRAP FOR DISPLACED ROCK AND REPLACE.
- **MOW AREA:**
GENERAL MOW AREA TO BE THE BOTTOM OF THE POND AND INTERIOR SIDES. GRASS SHOULD BE MAINTAINED AT A HEIGHT OF 4-6 INCHES UNTIL NATIVE VEGETATION IS ESTABLISHED.
- **WEED PREVENTION:**
MONITOR FOR WEEDS ON A PERIODIC BASIS (I.E. THE SPRING & FALL). IF NOXIOUS WEEDS ARE FOUND, MOWING AND/OR CHEMICAL TREAT TO PREVENT SPREAD.
- **SITE INSPECTION:**
THE FOLLOWING ITEMS SHOULD BE INSPECTED A MINIMUM OF ONCE PER YEAR AND MAINTAINED AS NEEDED:
 - CONCRETE TRICKLE CHANNEL
 - VEGETATION
 - RUNDOWN
 - OUTLET STRUCTURE
 - STORM PIPE
 - EMERGENCY SPILLWAY
- **POST-MAINTENANCE CONSIDERATIONS:**
FOLLOWING COMPLETION OF MAINTENANCE ACTIVITIES, ALL DEBRIS, TRASH, AND EXCAVATED SEDIMENT MUST BE REMOVED OFFSITE.

DETENTION POND CHARACTERISTICS

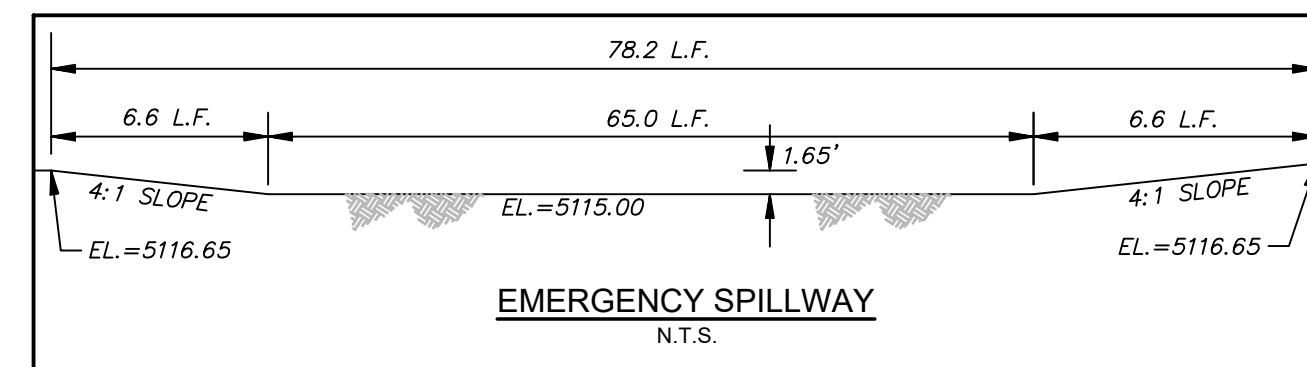
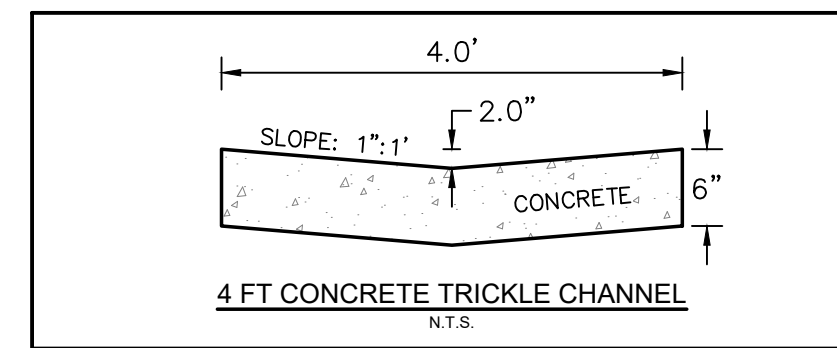
POND BOTTOM ELEV. = 5111.40
POND SPILLWAY INV. = 5115.00
POND TOP ELEV. = 5116.65

WQCV WSE=5112.79
WQCV=0.21 AC-FT

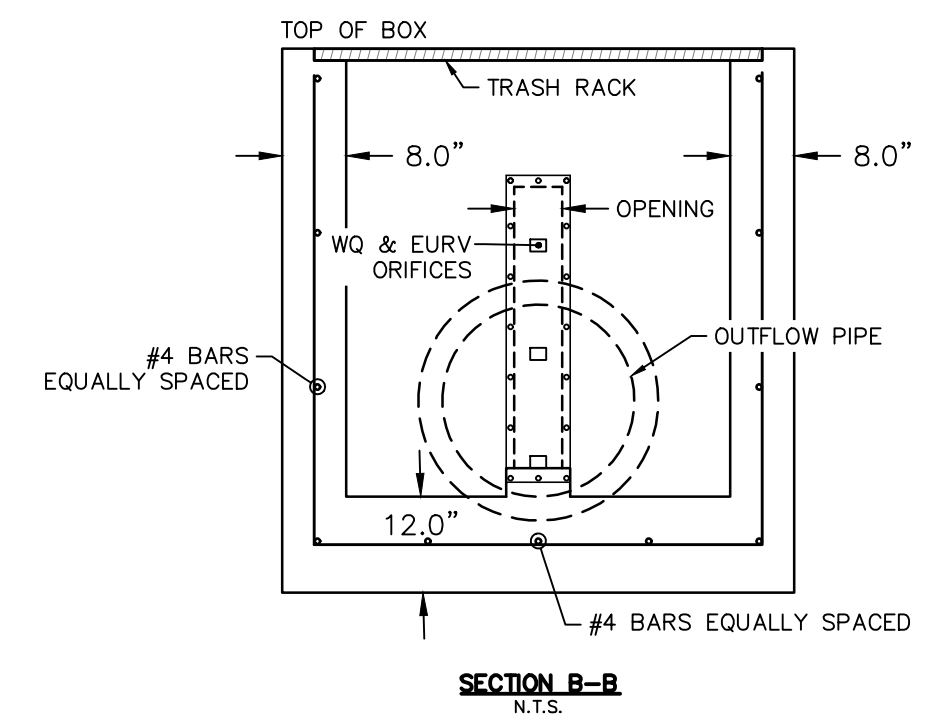
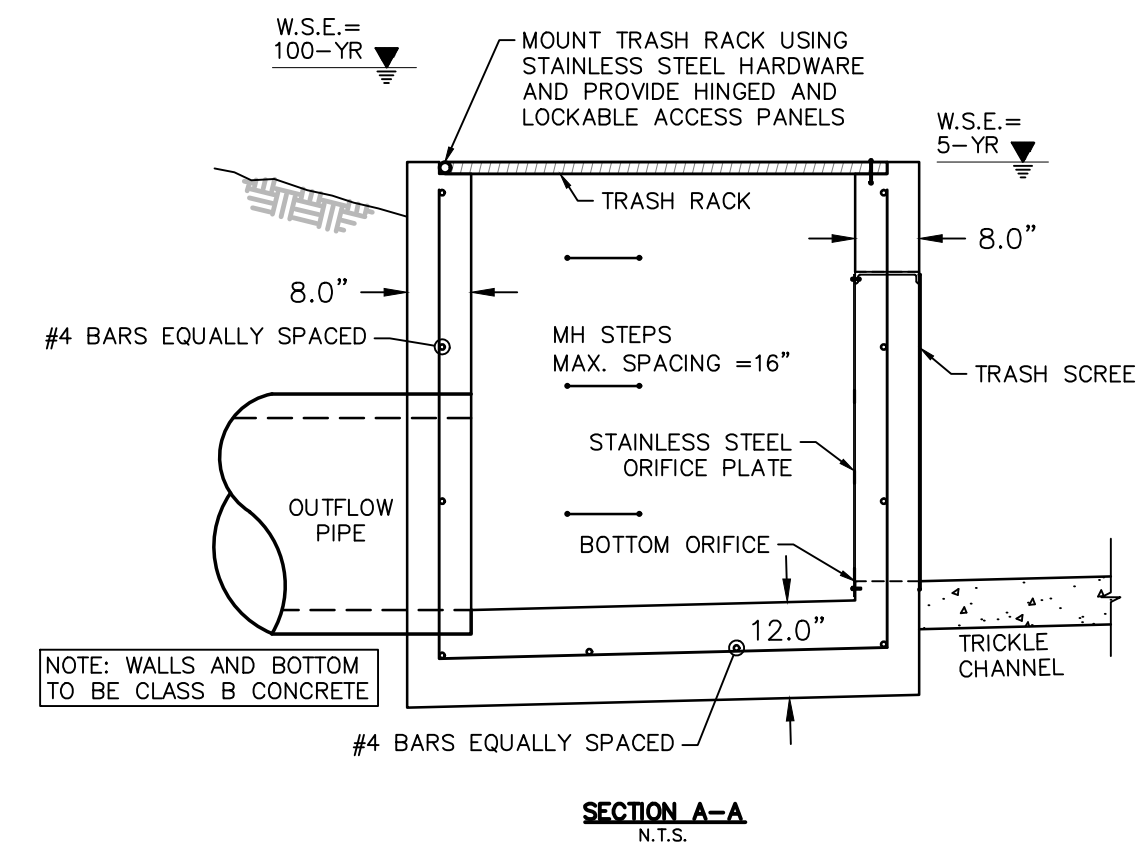
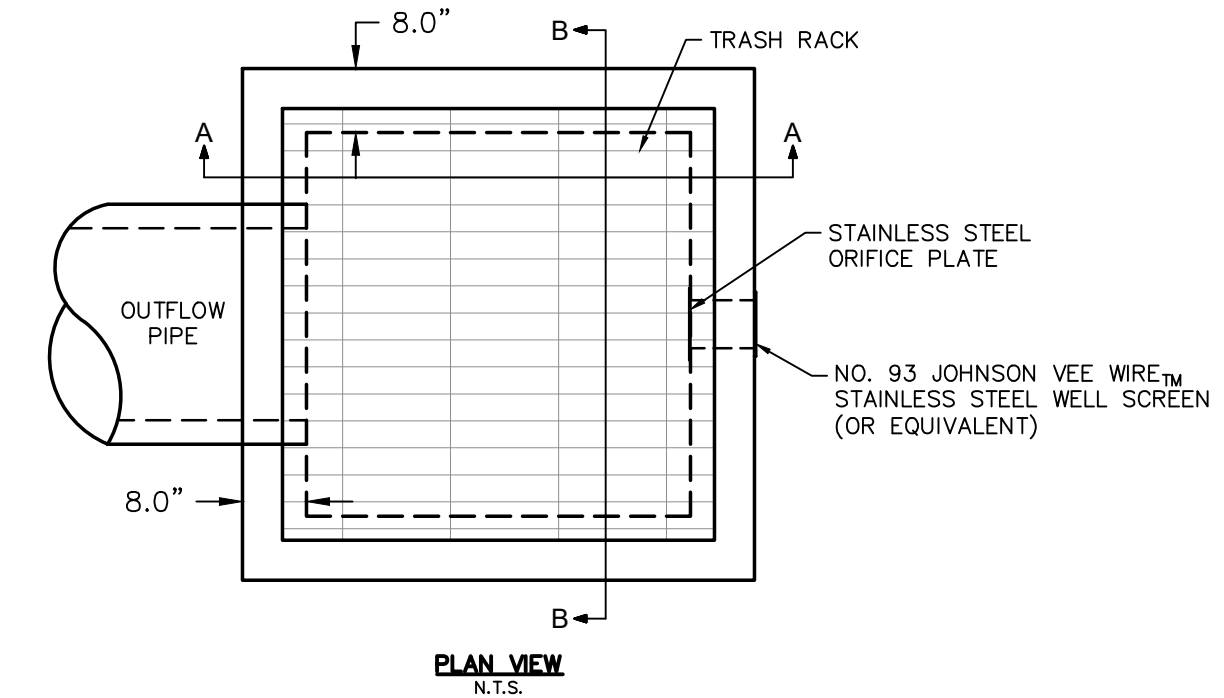
5-YEAR WSE=5113.70
5-YEAR VOL.=0.61 AC-FT

100-YR WSE=5114.60
100-YR VOL.=1.09 AC-FT

5-YEAR RELEASE RATE = 2.52
100-YEAR RELEASE RATE=14.70



TYPICAL OUTFALL STRUCTURE DETAIL



L E G E N D

EXISTING CONTOURS
PROPOSED CONTOURS

STORMLINE

72 HOURS BEFORE YOU DIG
CALL THE UTILITY NOTIFICATION
CENTER OF COLORADO (U.N.C.C.)

[illegible]

...		
-----	--	--

NOT FOR
CONSTRUCTION

HURST

**CIVIL ENGINEERING
PLANNING
SURVEYING**

ADAMS COUNTY, COLORADO

DETENTION POND PLAN

PREPARED FOR:
PEAK 3 PROPERTIES, LLC

NUMBER:
2713-1

OWN BY: JR

SIGNED BY: TA

E: 02/05/20

1" = 20

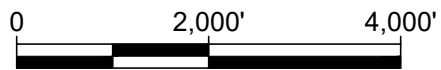
ET NO:

13 OF 18

VICINITY MAP



16380 YOSEMITE STREET
ADAMS COUNTY, COLORADO



SCALE: 1" = 2,000'

DATE: 01/13/2025

DRAWN BY: JR

SCALE: 1" = 2,000'

VICINITY MAP

HURST

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

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 **Floodways** 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 used 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 0.7 North American Vertical Datum of 1988 (NAVD 88). Users of the 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 this 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 the 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 1929 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, NIMS12
National Geodetic Survey
SMMC-3, #6022
1315 East-West Highway
Silver Spring, MD 20910-3022

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) 713-3242, 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.

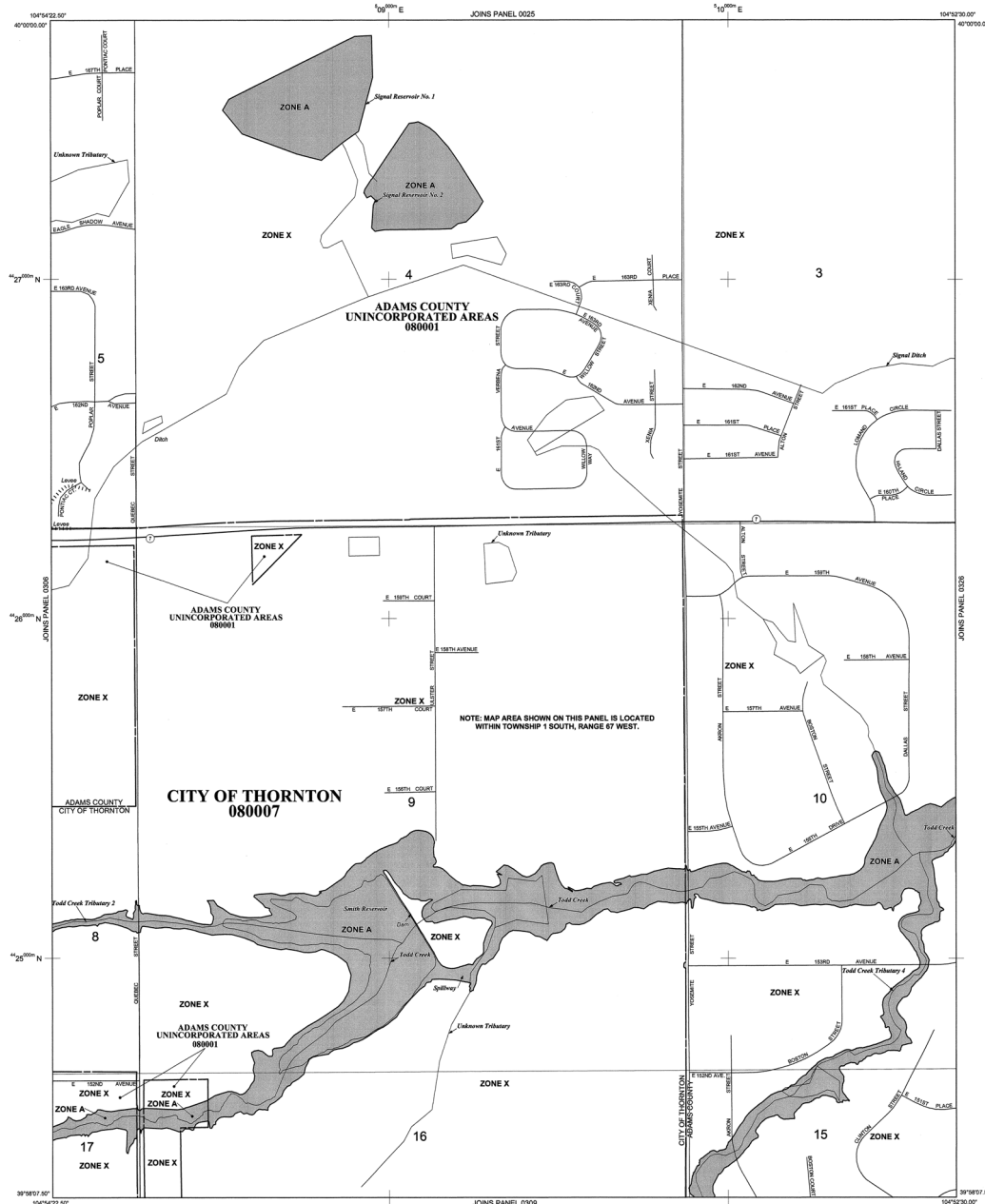
Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses; and a listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which 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.msc.fema.gov/>.

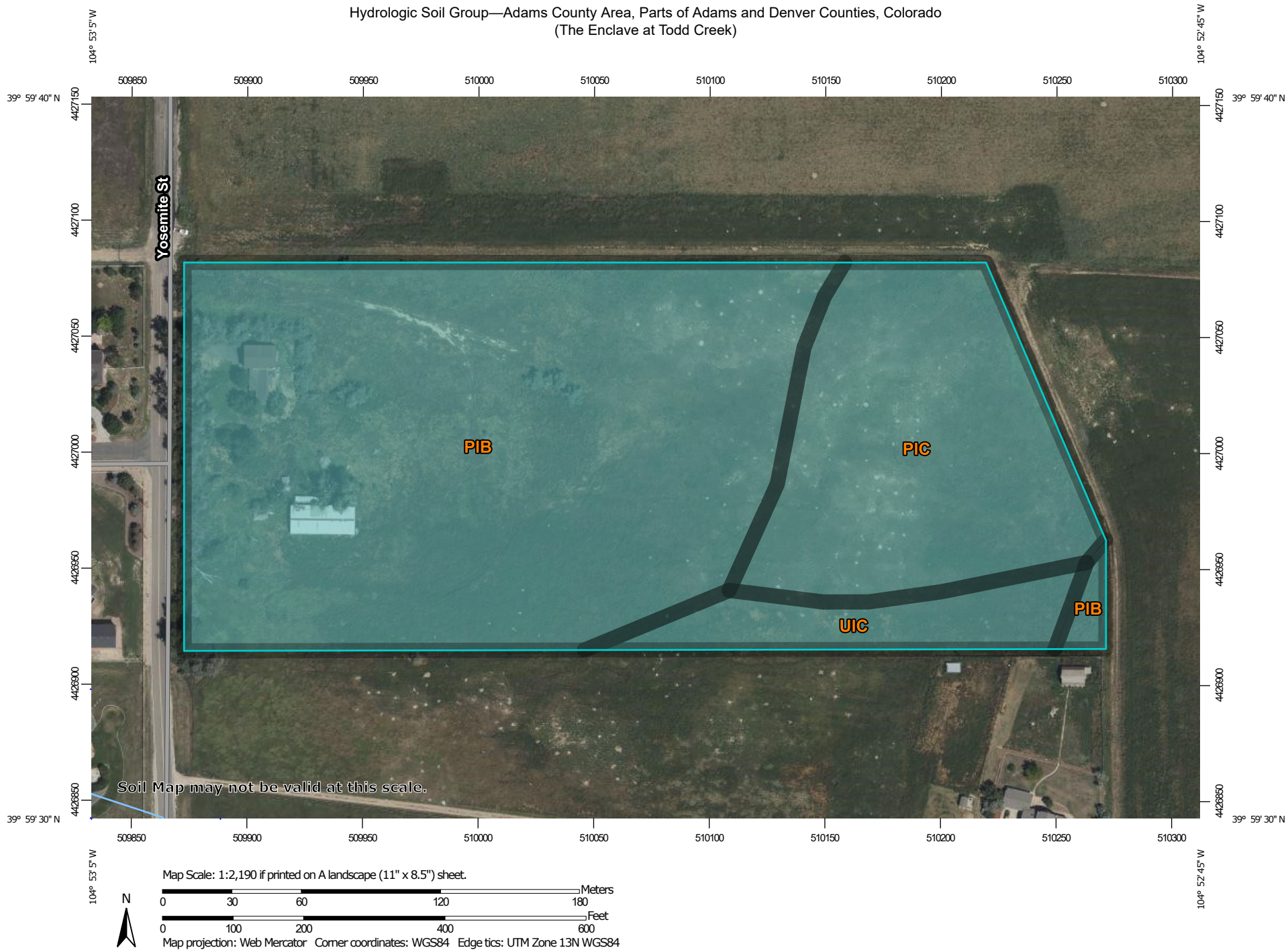
If you have **questions about this map** or **questions concerning the National Flood Insurance Program** in general, please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/>.

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 approach of floodplain management to reduce the risk associated with flooding. As part of the 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.



Hydrologic Soil Group—Adams County Area, Parts of Adams and Denver Counties, Colorado (The Enclave at Todd Creek)



Hydrologic Soil Group—Adams County Area, Parts of Adams and Denver Counties, Colorado
(The Enclave at Todd Creek)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

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 21, Aug 29, 2024

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

Date(s) aerial images were photographed: Mar 1, 2023—Sep 1, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
PIB	Platner loam, 0 to 3 percent slopes	C	10.6	67.3%
PIC	Platner loam, 3 to 5 percent slopes	C	4.0	25.5%
UIC	Ulm loam, 3 to 5 percent slopes	C	1.1	7.2%
Totals for Area of Interest			15.8	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lsc@lscdenver.com

November 14, 2024

Mr. Patrick Clancy
LDC Properties
clancy.patrick@yahoo.com

Re: Enclave at Todd Creek
Adams County, CO
LSC #240730

Dear Mr. Clancy:

Per your request, we have completed this trip generation letter for the proposed Enclave at Todd Creek development in Adams County, Colorado.

INTRODUCTION

The purpose of this letter is to estimate the trip generation potential for the currently proposed land use.

LAND USE

The site is proposed to include about 13 single-family detached dwelling units.

TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the currently proposed land use based on the rates from Trip Generation, 11th Edition, 2021 by the Institute of Transportation Engineers (ITE).

The currently proposed land use is projected to generate about 123 vehicle-trips on the average weekday, with about half entering and half exiting the site during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 2 vehicles would enter and about 7 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 8 vehicles would enter and about 5 vehicles would exit the site.

CONCLUSION

The trip generation potential of the proposed Enclave at Todd Creek development is expected to be minimal.

* * *

We trust this information will assist you in planning for the proposed Enclave at Todd Creek development.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By:  _____
Christopher S. McGranahan, P.E.
Principal/President

CSM/wc

11-14-24

Enclosures: Table 1

Table 1
ESTIMATED TRAFFIC GENERATION
Enclave at Todd Creek
Adams County, CO
LSC #240730; November, 2024

Trip Generating Category	Quantity	Trip Generation Rates ⁽¹⁾				Total Trips Generated					
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
		Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
CURRENTLY PROPOSED LAND USE											
Single-Family Detached Housing ⁽²⁾	13 DU ⁽³⁾	9.43	0.182	0.518	0.592	0.348	123	2	7	8	5

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition, 2021
- (2) ITE Land Use No. 210 - Single-Family Detached Housing
- (3) DU - Dwelling Units



Brighton Fire Rescue District

500 S. 4th Ave, 3rd Floor • Brighton, Colorado 80601

Telephone: (303) 659-4101 • Fax: (303) 659-4103 • Website: www.brightonfire.org.

PLANNING AND DEVELOPMENT REQUIREMENTS

Thank you for the opportunity to provide input regarding the planning processes of your proposed new development. The information contained below should be examined and utilized when designing your fire department access roads, firefighting water supplies; including fire hydrant locations, distribution, and fire flow. We've also given additional guidance and fire safety information regarding addressing, and fire safety considerations.

*Code references are found in the 2018 International Fire Code, unless otherwise specified.

Applicant Information

Name:	Title:
Phone:	Email:

Project Information

Name:	Address:
Description/Scope:	

FIRE DEPARTMENT ACCESS

When is fire apparatus access roads or a water supply for fire protection required to be installed?

Prior to and during time of construction. Except if approved alternative methods of protection are provided.

503.1.1 Access within 150 feet of all portions of building.

503.2.1/D103.1 Dimensions for fire access roads:

- Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- Where a fire hydrant is located on a fire apparatus access road, the minimum unobstructed road width shall be 26 feet, exclusive of shoulders.

D102.1/503.2.3 Surface requirements for access roads:

- Road surface to be an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds.
- Access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all-weather driving capabilities.

503.2.3 Turning radius:

- The required turning radius of a fire apparatus access road shall be determined by the fire code official.
- Brighton Fire Rescue District Tower 51 specifications are attached to this document

D103.2 Fire apparatus access road grades:

- Fire apparatus access roads shall not exceed 10 percent in grade.

D103.5**Fire apparatus access road gates:**

- Where a single gate is provided, the gate width shall be not less than 20 feet. Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet.
- Gates shall be of the swinging or sliding type.
- Construction of gates shall be of materials that allow manual operation by one person.
- Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access.
- Methods of locking shall be submitted for approval by the fire code official.

505.1/505.2**Premises identification:**

- New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property.
- Address numbers shall be not less than 4 inches high with a minimum stroke width of ½ inch.
- Streets and roads shall be identified with approved signs.

Section 506**Key box requirements:**

- Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes.
- An approved lock shall be installed on gates or similar barriers when required by the FCO (Fire Code Official).

503.1.2**The FCO is authorized to require more than one fire apparatus access road based on:**

- Potential for impairment of a single road by vehicle congestion, condition of terrain, climate conditions or other factors that could limit access.

D107**One or two-family residential developments:**

- Developments where the number of dwelling units exceeds 30, shall be provided with two separate and approved fire apparatus access roads.

Exceptions:

1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system, access from two directions shall not be required.
2. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

D106.1/D106.2**Multiple-family residential:**

1. Multiple-family residential projects having more than 100 dwellings units shall be equipped throughout with two separate and approved fire apparatus access roads.
Exception: Projects having up to 200 dwelling units shall have not fewer than one approved fire apparatus access road where all buildings, including nonresidential occupancies, are equipped throughout with approved automatic sprinkler systems.
2. More than 200 dwellings shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an automatic fire sprinkler system.

D104.1-D104.3**Fire apparatus access roads for commercial and industrial developments:**

1. Buildings or facilities exceeding 30 feet or three stories in height shall have not fewer than two means of fire apparatus access for each structure.
2. Buildings or facilities having a gross building area of more than 62,000 square feet shall be provided with two separate and approved fire apparatus access roads.

Exception: Projects having a gross building area of up to 124,000 square feet that have a single approved fire apparatus access road where all buildings are equipped throughout with approved automatic sprinkler systems.

- Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

D105.1-D105.4

Aerial fire apparatus access roads:

- Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided.
- Shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
- Shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.
- Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus access road and the building.

503.2.5/D103.4

Dead-end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4.

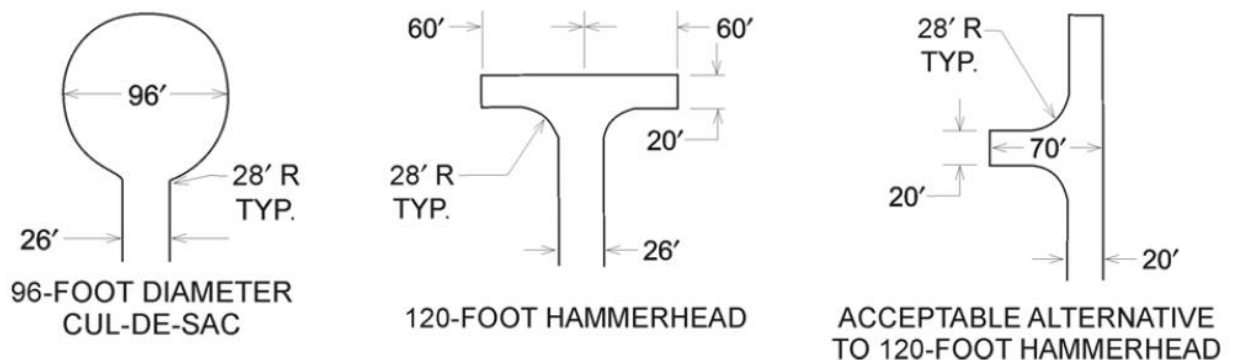
**TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

For SI: 1 foot = 304.8 mm.

Figure D103.1

Approved turnaround options:

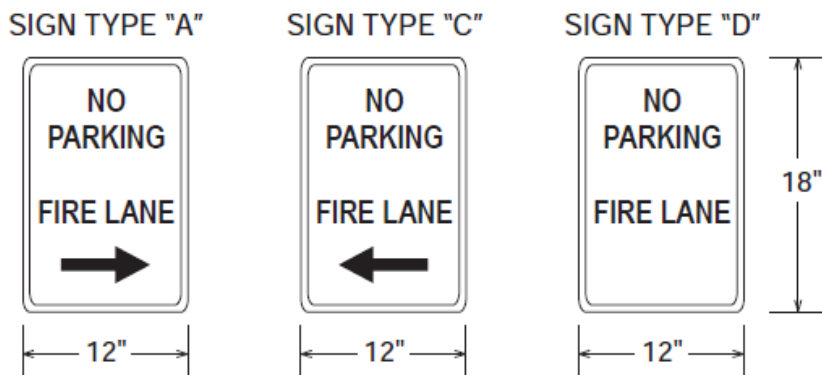


503.3/D103.6

Markings and signs:

- Where required by the fire code official, fire apparatus access roads shall be marked with permanent NO PARKING-FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on white reflective background. Signs shall be posted on one or both sides of the fire apparatus road.

Figure D103.6



**FIGURE D103.6
FIRE LANE SIGNS**

FIRE DEPARTMENT WATER SUPPLY REQUIREMENTS

When utilizing this form please insert the information needed within the blanks.

507.4

Water supply test:

- The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system.

Table B105.1(2)

Required water supply and fire flow:

According to Table B105.1(2) the required water supply for fire suppression shall be _____ gallons per minute at 20 psi residual pressure for _____ hours. This flow requirement is based on Type _____ construction not to exceed _____ square feet. If the buildings are to have fire sprinklers installed per NFPA 13 - which allows for a reduction in fire flow requirements, but in no case shall the resulting fire-flow be less than 1500 gallons per minute at 20 psi residual pressure, please provide this information.

For existing sites – please provide information regarding the available fire flow.
Once this information is provided, we can determine if the fire flow is adequate.

Table B105.1(1)

Required fire-flow for one-and two-family dwellings, group R-3 and R-4 buildings and townhouses:

When designing fire-flow and water supplies for the occupancies listed above refer to Table B105.1(1). Based upon the information in Table B105.1(1) the minimum fire flow required is _____ gallons per minute for a duration of _____ hours.

912.2/912.4.1

Fire department connections:

- The location of fire department connections shall be approved by the fire code official.
- The fire code official is authorized to require locking caps on fire department connections for water-based fire protection systems.

507.5/Table C102.1

Fire hydrants:

The minimum amount of fire hydrants needed on this site shall be _____ spaced no more than _____ feet from the most remote portion of the building measured by an approved fire access route around the exterior of the facility or building. Fire hydrants shall be provided where required by the fire code official.

507.5.5/507.5.6

Obstruction & protection of fire hydrants:

- A 3-foot clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved.
- Where fire hydrants are subject to impact by a motor vehicle, guard posts or other approved means shall comply with Section 312.

FIRE SPRINKLER AND FIRE ALARM

903/NFPA 13

Automatic Sprinkler Systems:

- Approved automatic fire sprinkler systems shall be installed in accordance with chapter 9 in the IFC and the NFPA standard pertaining to the system.

907/NFPA 72

Fire alarm and detection systems:

- When fire alarm systems are required, construction documents for these systems shall be submitted for review and approval prior to system installation. These plans need to be submitted to the building department for review. Installation and maintenance of fire alarm systems shall be in accordance with Section 907 of the IFC and NFPA 72.

FIRE SAFETY DURING CONSTRUCTION

Chapter 33

Fire safety during construction:

- Temporary heating shall be in accordance with Section 3303.
- Smoking shall be prohibited, except in approved areas.

3315/906

Portable fire extinguishers (general):

- Fire extinguisher locations shall be in accordance with Section 3315. Fire extinguisher rating and size shall be addressed during the building permit process.

304.3.3

Dumpsters (general):

- Dumpsters and containers with an individual capacity of 1.5 cubic yards or more shall not be stored in buildings or placed within 5 feet of combustible walls, openings, or combustible roof eave lines.

**Again, thank you for the opportunity to provide comment; we look forward to working with you.
If you have any questions or concerns, please reach out to the Brighton Fire Prevention Team at 303-659-4101.**

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

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

With respect to the property located at:

Physical Address: 16380 YOSEMITE STREET, BRIGHTON, CO.

Legal Description: _____

Parcel #(s): APN: 0157103300001

(PLEASE CHECK ONE):

On the _____ day of _____, 20____, 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: 2/13/25

Applicant: LDC PROPERTIES LLC

By: Patrick Clancy

Print Name: PATRICK CLANCY

Address: 109 PINEY CREEK LN.
ERIE, CO. 80516

STATE OF COLORADO)

COUNTY OF ADAMS)

Subscribed and sworn to before me this 13th day of February, 2025 by
Patrick Clancy of LDC Properties, LLC

Witness my hand and official seal.

My Commission expires: 09/14/2026

[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.



Thank you for your payment

From: CGS_LUR@mines.edu (cgs_lur@mines.edu)

To: clancy.patrick@yahoo.com

Date: Tuesday, February 25, 2025 at 08:06 PM MST

Receipt Number: 909265
Colorado Geological Survey
Date: 02/25/2025

Description	Amount
Pre-Pay the Colorado Geological Survey Land Use Review Fee Must select project size to calculate a price: Small Subdivision - Project Name: The Enclave at Todd Creek County of Project: Adams Applicant's Name: LDC Properties Applicant's Address (line 1): 109 Piney Creek Lane Applicant's City: ERIE Applicant's State: CO Applicant's Zip Code: 80516 Applicant's Phone: 7202383083 Applicant's Email: clancy.patrick@yahoo.com Section: section 3 Township: 1 south Range: 67 west of the 6th PM Latitude: 39.969753 Longitude: -104.836723 Pre-Pay the Colorado Geological Survey Land Use Review Fee	\$950.00

Total \$950.00

Payments Received	Amount
CC Visa XXXXXXXXXXXXX6997 Authorization # 592535	\$950.00
Total	\$950.00

Thank you for the payment.
