

Community & Economic Development Department

4430 S. Adams County Pkwy. 1st Floor, Suite W2000B Brighton, CO 80601 PHONE 720.523.6800 EMAIL epermitcenter@adcogov.org adcogov.org

Request for Comments

Wolf Creek Run West, Filing No. 3 Final Plat Case Name:

Case Number: PLT2025-00029

June 13, 2025

The Adams County Planning Commission is requesting comments on the following application: Final Plat for major subdivision to create 40 lots on 14.4 acres within the Wolf Creek Run West PUD. This request is located in the vicinity of the intersection of East 26th Avenue and Piggott Road. The Assessor's Parcel Number is 0181329301001. The applicant is East Peak Land Development, LLC.

application Community Please forward any written comments on this to the **Economic** Development Department at 4430 South Adams County Parkway, Suite W2000A CO 80601-8216 or call (720) 523-6800 by July 8, 2025, in order that your comments may be taken into If you would like your comments included verbatim please consideration in the review of this case. send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/current-land-use-cases.

Si usted tiene preguntas, por favor escribanos un correo electrónico a cedespanol@adcogov.org para asistencia en español. Por favor incluya su dirección o número de caso para poder ayudarle major.

Thank you for your review of this case.

Greg Barnes Principal Planner

BOARD OF COUNTY COMMISSIONERS



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

Required Checklist Items

Development Application Form

Written Explanation

Final Plat

Legal Description

Conceptual Site Plan

Proof of Ownership

Proof of Water and Sewer Services

Proof of Utilities

Certificate of Taxes Paid

Receipt of Payment to Colorado Geological Survey (Overall project was previously reviewed)

Discretionary Checklist Items

School Impact Analysis

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

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

Accela Case Type: PLT - Final Plat, Major

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Required Checklist Items

Written Explanation of the Project:

- A clear and concise description of the proposal. Please include the purpose of the project, and improvements that will be made to the site.
- Identify the number of tracts and number of lots being proposed.
- Please keep written explanation to three pages or less.

Final Plat Prepared by Registered Land Surveyor:

 A map or maps together with supporting documentation of certain described land providing permanent and accurate record of the legal description, dedications, exact size, shape, and location of lots, blocks, streets, easements, and parcels

Legal Description:

• A version of the legal description (from the final plat) that we can copy and paste. You may provide this in PDF or Microsoft Word versions.

Conceptual 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,
 - o Easements, utility lines, and no build or hazardous areas
 - O Scale, north arrow, and date of preparation
- An Improvement Location Certificate or Survey may be required during the official review

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:

- Public utilities A written statement from the appropriate water and/or sanitation district indicating that they will provide service to the property
- Private utilities 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

Proof of Utilities (Gas, Electric, etc.):

- A written statement from the appropriate utility provider indicating that they will provide service to the property
- Copy of a current bill from the service provider

Accela Case Type: PLT – Final Plat, Minor

Certificate of Taxes Paid:

- A Statement of Taxes Paid is not the equivalent of a Certificate of Taxes Paid. Colorado State Statutes require a Certificate of Taxes Paid to be submitted with this application.
- All taxes on the subject property must be paid in full. A certificate of taxes paid can be obtained in-person at the Adams County Treasurer's office. As of July 2023, the cost is \$10.
- You may also request a Certificate of Taxes Paid by e-mailing treasurer@adcogov.org, and credit card payment can be processed by telephone.

Receipt of Payment from Colorado Geological Survey:

• The Colorado Geological Survey requires a fee payment for the review of any subdivision. These payments can be made at: https://commerce.cashnet.com/MinesCGS. A receipt of this pre-payment must be provided in this application submittal.

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- Contact the applicable school district for the analysis. If the school district does not provide this, please include an email from them.
- Should include the increase in elementary, middle, and high school students and the existing school sites and structure of the applicable district in which the subdivision is proposed to be located.

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DEVELOPMENT APPLICATION FORM

PROJECT NAME	:			
APPLICANT				
Name(s):			Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	
OWNER				
Name(s):			Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	
TECHNICAL REF	PRESENTATIVE (Consultant, Er	ngine	er, Survey	or, Architect, etc.)
Name:]	Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	

DESCRIPTION OF SITE

Address:	
City, State, Zip:	
Area (acres or square feet):	
Tax Assessor Parcel Number	
Existing Zoning:	
Existing Land Use:	
Proposed Land Use:	
Have you attended	d a Conceptual Review? YES NO
If Yes, please list F	PRE#:
acting under the appertinent requirem Fee is non-refund	nat I am making this application as owner of the above-described property or authority of the owner (attached authorization, if not owner). I am familiar with all ents, procedures, and fees of the County. I understand that the Application Review dable. All statements made on this form and additional application materials are my knowledge and belief.
Name:	Date:
	Owner's Printed Name
Name:	
	Owner's Signature



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Major Subdivision Final Plat Requirements

- 1. **Subdivision Name, Subtitle:** Name of subdivision at the top of the sheet, followed by a subtitle identifying the section, township and range information along with County and State.
- 2. **Property Description:** An accurate and clear property (legal) description of the overall boundary of the subdivision with the acreage of the subdivision. All courses in the property (legal) description shall be shown and labeled on the plat drawing, with all bearings having the same direction as called out in the legal description. The only exception being where more than one description is required, going a different direction over the same course. The direction shall then hold for the description having more weight (i.e., the overall boundary) for purposes of the plat. If both record and "as-measured" dimensions are being used, show both and clearly label on the plat drawing. Point of commencement and/or point of beginning shall be clearly labeled on the plat drawing.

3. Ownership Certificate:

- a. Know all men by these presents that (owner name(s)), being the sole owner of the following described tract of land:
- b. Legal Description
- c. Have (Has) by these presents laid out, platted and subdivided the same into lots, streets and easements as shown on this plat under the name and style of (subdivision name).
- 4. **Dedication Statements:** Statements of land to be dedicated to the County for parks or other public uses, grants of easements and dedication of public streets to the Adams County are required.
 - a. All plats with public streets shall have the following sentence in the dedication statement: *All public streets are hereby dedicated to Adams County for public use.*
 - b. All plats with public easements and/or tracts must have the following sentence in the dedication statement: The undersigned does hereby dedicate, grant and convey to Adams County those Public Easements (and tracts) as shown on the plat; and further restricts the use of all Public Easement to Adams County and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in Adams County.
 - c. All plats with private streets shall have the following sentence in the dedication statement: All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, etc.).
 - d. All plats with other tracts being dedicated to the County shall have:



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- i. A sentence in the dedication statement similar to "Tract X is hereby dedicated to Adams County for public use".
- ii. A special numbered plat note defining the purpose and perpetual maintenance responsibility for the tract such as "Tract X is for public drainage, landscaping, trail and open space with maintenance of the surface being vested in the (District Name) Special Maintenance District".
- 5. **Surveyor's Statement:** Statement by a registered land surveyor, professionally licensed by the State of Colorado, to the effect that the layout represents a survey made by him and that the monuments thereon actually exist as located and that all dimensional and other details are correct.

6. Access Provisions:

a. Statement Restricting Access: A statement restricting access rights across the right-of-way lines of major highways, parkways, streets or freeways, where required as a provision of approval.

7. Easement Statement:

a. Six-foot (6') wide utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision. In addition, eight-foot (8') wide dry utility easements are hereby dedicated around the perimeter of tracts, parcels and/or open space areas. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of utilities. Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation.

8. Storm Drainage Facilities Statement:

a. The policy of the County requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the County shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.

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9. Layout:

- a. **Boundary Lines:** The subdivision boundary will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. All dimensions to be determined by accurate field survey which must balance and close within limit of one in five thousand (5,000). Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (book and page and/or reception number).
- b. **Streets:** All street rights of way defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street center line. All street center lines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. The plat shall show the right-of-way lines, widths, locations and street names of all existing and proposed public or private streets:
 - i. Within the proposed subdivision, and
 - ii. Immediately abutting the proposed subdivision, and
 - iii. Any private street shall include the designation "(Private)" immediately following street name; any other private right of way that is not named shall include the designation "(Private)" in a manner that clearly conveys such a status.
- c. **Easements:** All easements as required by Adams County and other public and quasi-public agencies. Said easements shall be clearly labeled to include width, use and identification as public or private, if necessary. Tie to property lines and annotate with bearings and distances as necessary. Clearly show and label all existing easements, to include width and recording information, that cross, abut or are located within the subdivision boundary.
- d. Lots and Blocks: All lines of lots, blocks and other parcels of land defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a radius and arc length. Lots must close to one in five thousand (5,000).
- e. **Readability:** All line annotation and all other text will be easily and clearly readable. No text shall overwrite other text or be overwritten by map lines.
- f. **Leader Lines:** Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc.



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- g. **Multiple Sheets:** Whenever a plat drawing spans multiple sheets, clear and well labeled match lines and a key map shall be included on each sheet. Labels will be of the nature "See Sheet of". Duplicate street names, widths, lot numbers, tract names, easement labeling or any such labeling when any feature is shown on multiple sheets.
- h. **Identification System:** All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter "A". Lots and tracts shall be labeled with the area of the lot or tract.
- i. **Legend:** Provide a legend which designates all lines and symbols except where called out on plat drawing.
- j. **Inundation Mark:** The plat shall clearly show the 100-year floodplain line. Reference the appropriate FEMA panel by which the location of this line has been determined.
- 10. Easements: Book and page and/or reception number for all existing and newly created easements.
- 11. **Adjacent Subdivision:** Names of adjacent platted areas along with the reception and/or plat book and page number shall be shown. If unplatted, so indicate. Existing street rights of way that intersect the subdivision boundary or are adjacent to said boundary lines shall be clearly labeled with the street name, right of way width and appropriate deed or plat recording information wherein the right of way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary.
- 12. **Basis of Bearings:** A clearly defined basis of bearings shall be provided, both verbally and graphically. All monumentation defining said line shall be shown and labeled on the plat drawing. When said line is not common with the subdivision boundary, it shall be accurately tied to the boundary with bearings and distances.
- 13. **Monuments:** All monuments used to determine and/or describe a boundary (including basis of bearings, point of beginning and point of commencement) shall be shown and clearly labeled on the plat drawing. Monuments for corners defined by the plat, or otherwise found to be missing in the field, shall be placed and set in accord with the requirements of the State of Colorado.
- 14. **Not A Part Of Subdivision:** All areas enclosed within the subdivision boundary which do not constitute a part of the subdivision shall be labeled "Not a part of this subdivision". All lines pertaining to such areas shall be dashed.
- 15. **Square Footage:** The area in square feet of all lot and tracts sought to be platted.



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- **16. Operation and Maintenance Manual reference:** Refer to the Operation and Maintenance Manual approved with this Subdivision for Additional Drainage Guidelines.
- 17. All other information required by State law.



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DEVELOPMENT APPLICATION FORM

PROJECT NAME	:			
APPLICANT				
Name(s):			Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	
OWNER				
Name(s):			Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	
TECHNICAL REF	PRESENTATIVE (Consultant, Er	ngine	er, Survey	or, Architect, etc.)
Name:]	Phone #:	
Address:				
City, State, Zip:				
2nd Phone #:			Email:	

DESCRIPTION OF SITE

Address:	
City, State, Zip:	
Area (acres or square feet):	
Tax Assessor Parcel Number	
Existing Zoning:	
Existing Land Use:	
Proposed Land Use:	
Have you attende	d a Conceptual Review? YES NO
If Yes, please list	PRE#:
acting under the pertinent requirement refundations.	hat I am making this application as owner of the above-described property or authority of the owner (attached authorization, if not owner). I am familiar with all nents, procedures, and fees of the County. I understand that the Application Review dable. All statements made on this form and additional application materials are my knowledge and belief.
Name:	Date:
	Owner's Printed Name
Name:	
	Owner's Signature



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Major Subdivision Final Plat Requirements

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9. Layout:

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- f. **Leader Lines:** Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc.



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- g. **Multiple Sheets:** Whenever a plat drawing spans multiple sheets, clear and well labeled match lines and a key map shall be included on each sheet. Labels will be of the nature "See Sheet of". Duplicate street names, widths, lot numbers, tract names, easement labeling or any such labeling when any feature is shown on multiple sheets.
- h. **Identification System:** All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter "A". Lots and tracts shall be labeled with the area of the lot or tract.
- i. **Legend:** Provide a legend which designates all lines and symbols except where called out on plat drawing.
- j. **Inundation Mark:** The plat shall clearly show the 100-year floodplain line. Reference the appropriate FEMA panel by which the location of this line has been determined.
- 10. Easements: Book and page and/or reception number for all existing and newly created easements.
- 11. **Adjacent Subdivision:** Names of adjacent platted areas along with the reception and/or plat book and page number shall be shown. If unplatted, so indicate. Existing street rights of way that intersect the subdivision boundary or are adjacent to said boundary lines shall be clearly labeled with the street name, right of way width and appropriate deed or plat recording information wherein the right of way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary.
- 12. **Basis of Bearings:** A clearly defined basis of bearings shall be provided, both verbally and graphically. All monumentation defining said line shall be shown and labeled on the plat drawing. When said line is not common with the subdivision boundary, it shall be accurately tied to the boundary with bearings and distances.
- 13. **Monuments:** All monuments used to determine and/or describe a boundary (including basis of bearings, point of beginning and point of commencement) shall be shown and clearly labeled on the plat drawing. Monuments for corners defined by the plat, or otherwise found to be missing in the field, shall be placed and set in accord with the requirements of the State of Colorado.
- 14. **Not A Part Of Subdivision:** All areas enclosed within the subdivision boundary which do not constitute a part of the subdivision shall be labeled "Not a part of this subdivision". All lines pertaining to such areas shall be dashed.
- 15. **Square Footage:** The area in square feet of all lot and tracts sought to be platted.



1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

- **16. Operation and Maintenance Manual reference:** Refer to the Operation and Maintenance Manual approved with this Subdivision for Additional Drainage Guidelines.
- 17. All other information required by State law.



WRITTEN EXPLANATION OF THE PROJECT WOLF CREEK RUN WEST — FILING 3 ADAMS COUNTY, COLORADO

The proposed development consists of Lot 1 Block 12 of Wolf Creek Run West Filing 2B, which has not yet been recorded. The project site is approximately ±13.3 acres, and is generally located west of Piggott Road and north of East 26th Avenue. The site is bounded by Wolf Creek Run West Filing 2B on all sides, with single-family homes to the east and drainage improvements on south, west, and north sides. The proposed site will consist of a single-family development with 40 homes. The development will consist of underground utilities, public roadways, a designated parking area, as well as the development of the single-family homes.

A REPLAT OF LOT 1, BLOCK 12, WOLF CREEK RUN WEST FILING NO. 2B, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN,

COUNTY OF ADAMS, STATE OF COLORADO SHEET 1 OF 4

OWNERSHIP AND DEDICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WOLF CREEK RUN WEST, LLC BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1, BLOCK 12, WOLF CREEK RUN WEST FILING NO. 2B ON FILE IN THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE AT RECEPTION NO. 2024000052364, LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST, SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST 1/16 CORNER OF SAID SECTION 29, BEING A FOUND 3.25" ALUMINUM CAP STAMPED "MAHHARD PLS 38361, 2002"; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, NORTH 89"12'52" EAST, A DISTANCE OF 326.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAME BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID LOT 1, NORTH

THENCE CONTINUING ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID LOT 1, NORTH 89"12'52" EAST, A DISTANCE OF 700.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE BOUNDARY OF SAID LOT 1, THE FOLLOWING ELEVEN (11) COURSES:

1. SOUTH 00°37'55" EAST, A DISTANCE OF 215.11 FEET; 2. SOUTH 89°22'05" WEST, A DISTANCE OF 228.00 FEET; 3. SOUTH 00°37'55" EAST, A DISTANCE OF 36.00 FEET;

4.SOUTH 89°22'05" WEST, A DISTANCE OF 36.00 FEET; 5.SOUTH 00°37'55" EAST, A DISTANCE OF 618.00 FEET; 6.NORTH 89°22'05" EAST, A DISTANCE OF 95.00 FEET; 7.SOUTH 00°37'55" EAST, A DISTANCE OF 36.00 FEET;

7.SOUTH 00°37'55" EAST, A DISTANCE OF 36.00 FEET; 8.NORTH 89°22'05" EAST, A DISTANCE OF 298.36 FEET; 9.SOUTH 00°37'55" EAST, A DISTANCE OF 210.11 FEET; 10.SOUTH 89°22'05" WEST, A DISTANCE OF 770.96 FEET;

11. NORTH 00°37'55" WEST, A DISTANCE OF 1113.34 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 579,419 SQUARE FEET OR 13.3016 ACRES OF LAND.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO BLOCKS, LOTS, TRACTS, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF WOLF CREEK RUN WEST FILING NO. 3 PRELIMINARY PLAT, AND ALL PUBLIC STREETS ARE HEREBY DEDICATED TO ADAMS COUNTY FOR PUBLIC USE.

THE UNDERSIGNED DOES ALSO 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 _____ A.D., 202__.

BY: WOLF CREEK RUN WEST LLC., A COLORADO LIMITED LIABILITY COMPANY

JOHN CARLTON BABBS aka CARLTON BABBS, AS MANAGER

ACKNOWLEDGEMENT

STATE OF COLORADO) SS COUNTY OF _____)

THE FOREGOING OWNERSHIP AND DEDICATION CERTIFICATE WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 202_, BY JOHN CARLTON BABBS aka CARLTON BABBS, AS MANAGER FOR WOLF CREEK RUN WEST, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ADDRESS

LIEN HOLDER ACKNOWLEDGEMENT

EXECUTED THIS _____ DAY OF _____ A.D., 202_

BY: PAULS DEVELOPMENT EAST, LLC, A COLORADO LIMITED LIABILITY COMPANY

RRIAN DALILS AS ALITHORIZED SIGNER

BRIAN PAULS AS AUTHORIZED SIGNER

STATE OF COLORADO)
SS
COUNTY OF _____)

THE FOREGOING OWNERSHIP AND DEDICATION CERTIFICATE WAS ACKNOWLEDGED BEFORE ME

HIS _____ DAY OF ______, 202__, BY BRIAN PAULS

AS AUTHORIZED SIGNER FOR PAULS DEVELOPMENT EAST, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ADDRESS

EAST 26TH AVENUE

SITE

ADAMS COUNTY

SEC. 32

COLFAX AVENUE

INTERSTATE 70

ARAPAHOE COUNTY

VICINITY MAP

T3S, R62W OF THE 6TH P.M. (1" = 3000")

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ A.D. 202_.

CHAID

BOARD OF COUNTY COMMISSIONERS' APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY

OF _____ A.D. 202_.

CILAID

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

SHEET INDEX

SHEET 1: COVER SHEET, LEGAL DESCRIPTION, NOTES SHEET 2: OVERALL BOUNDARY, TRACT SUMMARY CHART

SHEET 3-4: DETAIL SHEETS

LAND S	SUMMAR	Y CHAI	RT
TYPE	AREA (S.F.)	AREA (AC.)	%OFTOTAL
LOTS(40)	312,262	7.1685	53.89%
TRACTS(3)	216,594	4.9723	37.38%
PUBLICROW	50,563	1.1608	8.73%
TOTAL	579,419	13.3016	100.00%

<u>NOTES</u>

- 1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- 3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY MANHARD CONSULTING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, MANHARD CONSULTING RELIED UPON THE ALTA COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER NO. ABC70779829.1, WITH A COMMITMENT DATE OF MARCH 22, 2024 AT 5:00 PM.
- 4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
- 5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. US SURVEY FOOT IS 1200/3937 METERS.
- 6. BASIS OF BEARINGS: THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR NORTH 89*12'52" EAST, BEING MONUMENTED ON THE EAST AND WEST BY A 3.25" ALUMINUM CAP STAMPED "MANHARD, PLS 38361, 2002".
- 7. FLOODPLAIN: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE AE, BASE FLOOD ELEVATIONS DETERMINED AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 08001C0740H WITH A MAP REVISED DATE OF OF MARCH 5, 2007.
- 8. DRAINAGE AND UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF THE UTILITIES AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.
- 9. SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING CONSTRUCTION.
- 10. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT UNTIL ALL PUBLIC IMPROVEMENTS, AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE OF THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS.
- 11. STORM DRAINAGE FACILITIES STATEMENT: THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLET, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHTS TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNER(S).
- 12. MONUMENTS, ORNAMENTAL COLUMNS, WINDOW WELLS, COUNTERFORTS, PATIOS, DECKS, RETAINING WALLS AND THEIR COMPONENTS ARE NOT PERMITTED TO ENCROACH INTO UTILITY EASEMENTS.
- 13. THIS PLAT HEREBY DEDICATES A BLANKET ACCESS, DRAINAGE AND LANDSCAPE EASEMENT TO THE WOLF CREEK RUN WEST METRO DISTRICT OVER AND ACROSS TRACT C.
- 14. ALL TRACTS OR AREAS WITHIN THIS PLAT LABELED AS "ACTIVE RECREATION AREA" ARE HEREBY ALSO GRANTED AS PUBLIC ACCESS EASEMENTS TO ADAMS COUNTY. THESE PUBLIC ACCESS EASEMENTS ARE PROVIDED TO MEET THE OPEN SPACE REQUIREMENTS CONTAINED IN ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS, SECTION 3-34-03-05.

SURVEYOR'S CERTIFICATE

I, STACY LYNN JACOBS, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON AUGUST 8, 2023, BY ME OR UNDER MY DIRECT SUPERVISION, THAT ALL MONUMENTS EXIST AS SHOWN HEREON AND THAT SAID PLAT ACCURATELY SHOWS THE SUBDIVISION DIMENSIONS AND DETAILS.

7711201 1112 712012 011	1	ATTEST	THE	ABOVE	ON	,	202
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STACY LYNN JACOBS, PLS
COLORADO REG. NO. 38495
FOR, AND ON BEHALF OF: MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
303.531.3210

DEPUTY CLERK AND RECORDER



CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT ______ M., ON THIS _____ DAY OF

	_ A.D.	202		

RECEPTION NUMBER

DATE

Tw

Tw

ph:303.708.0500 manhard.com
ial Services | GIS
ruction Management

CONSTRUCTION

CONSTRUCTION

CIVIL Engineering | Surveying & Geospatial Servi
Water Resource Management Construction

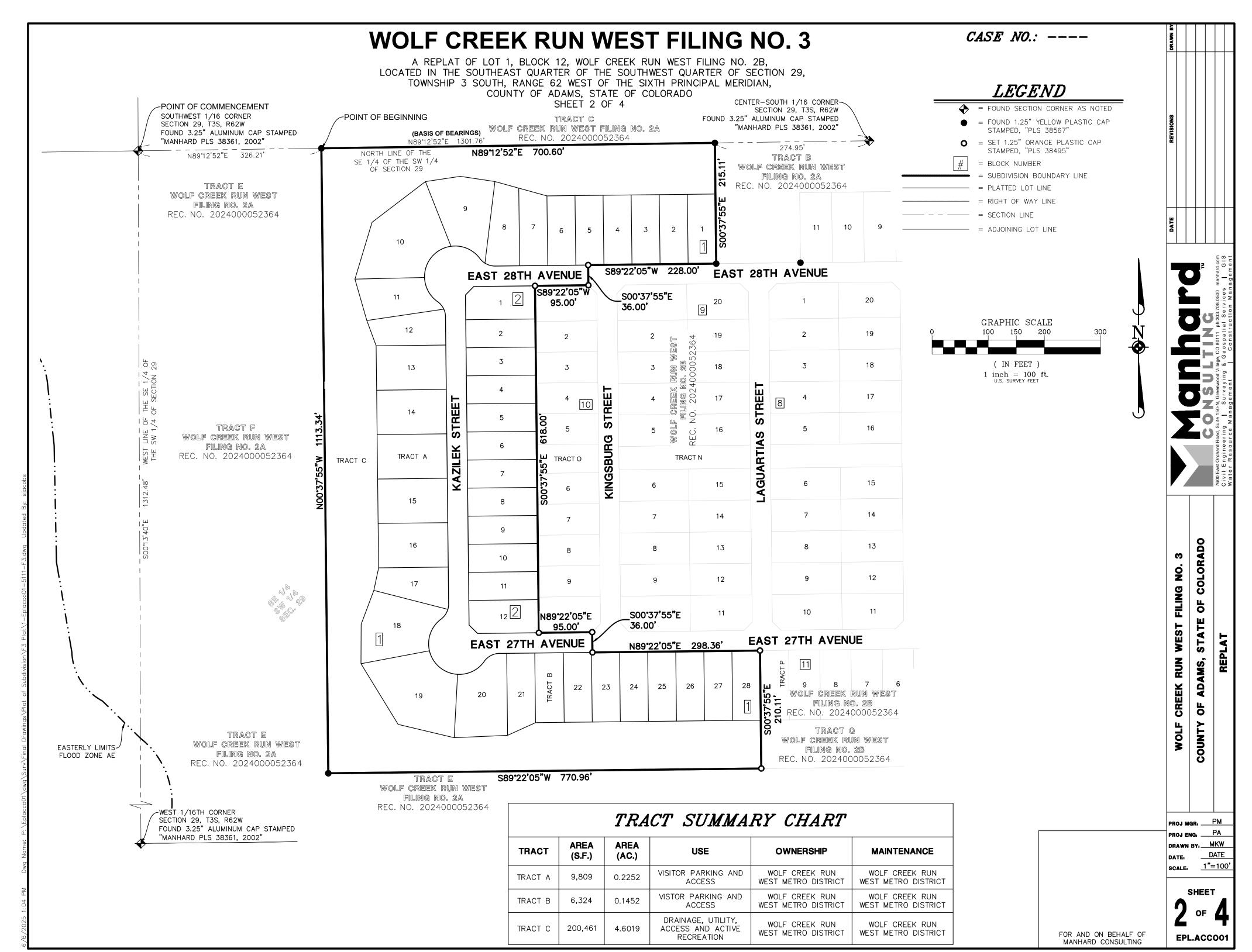
EK RUN WEST FILING NO. 3 ADAMS, STATE OF COLORADO

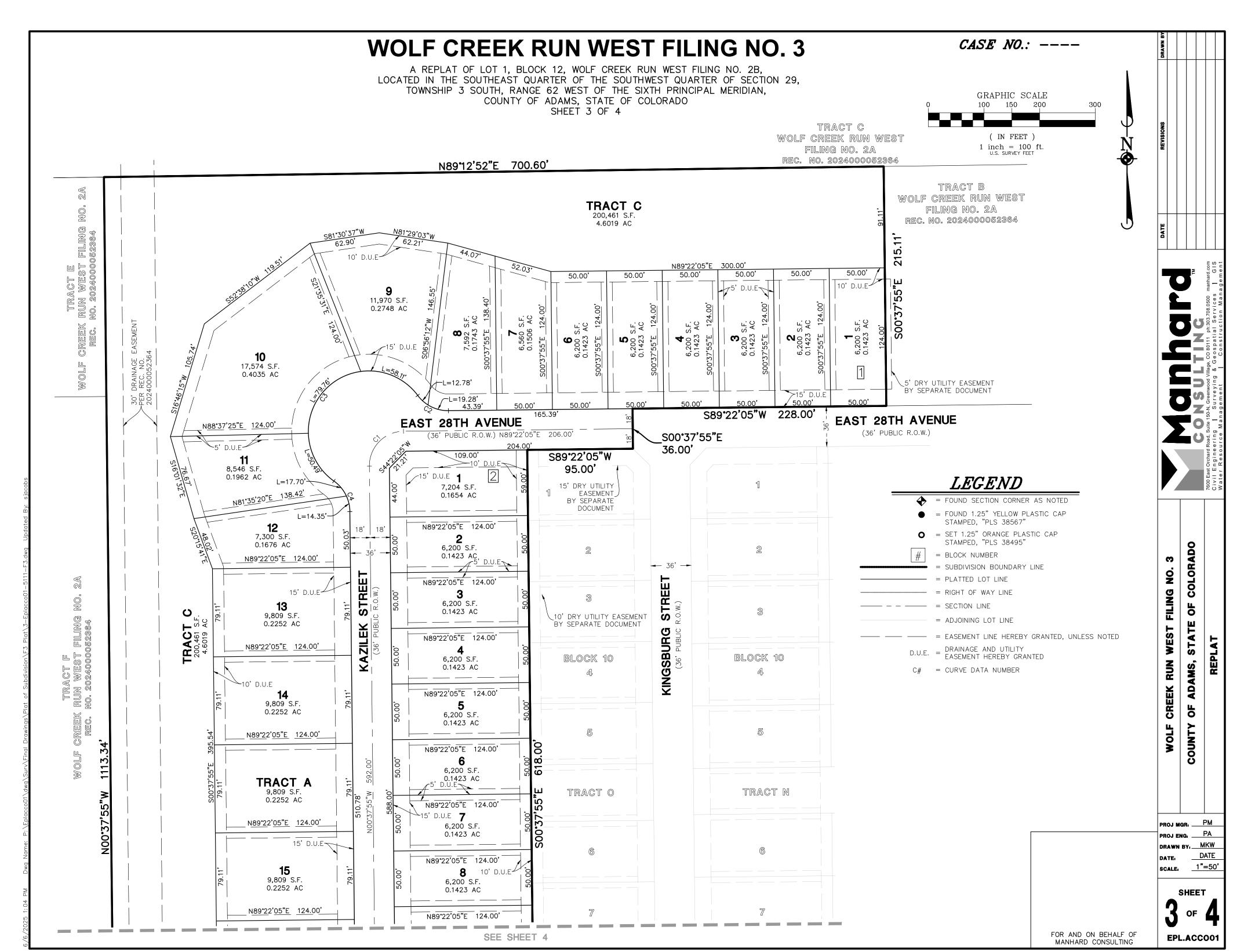
EPLAT

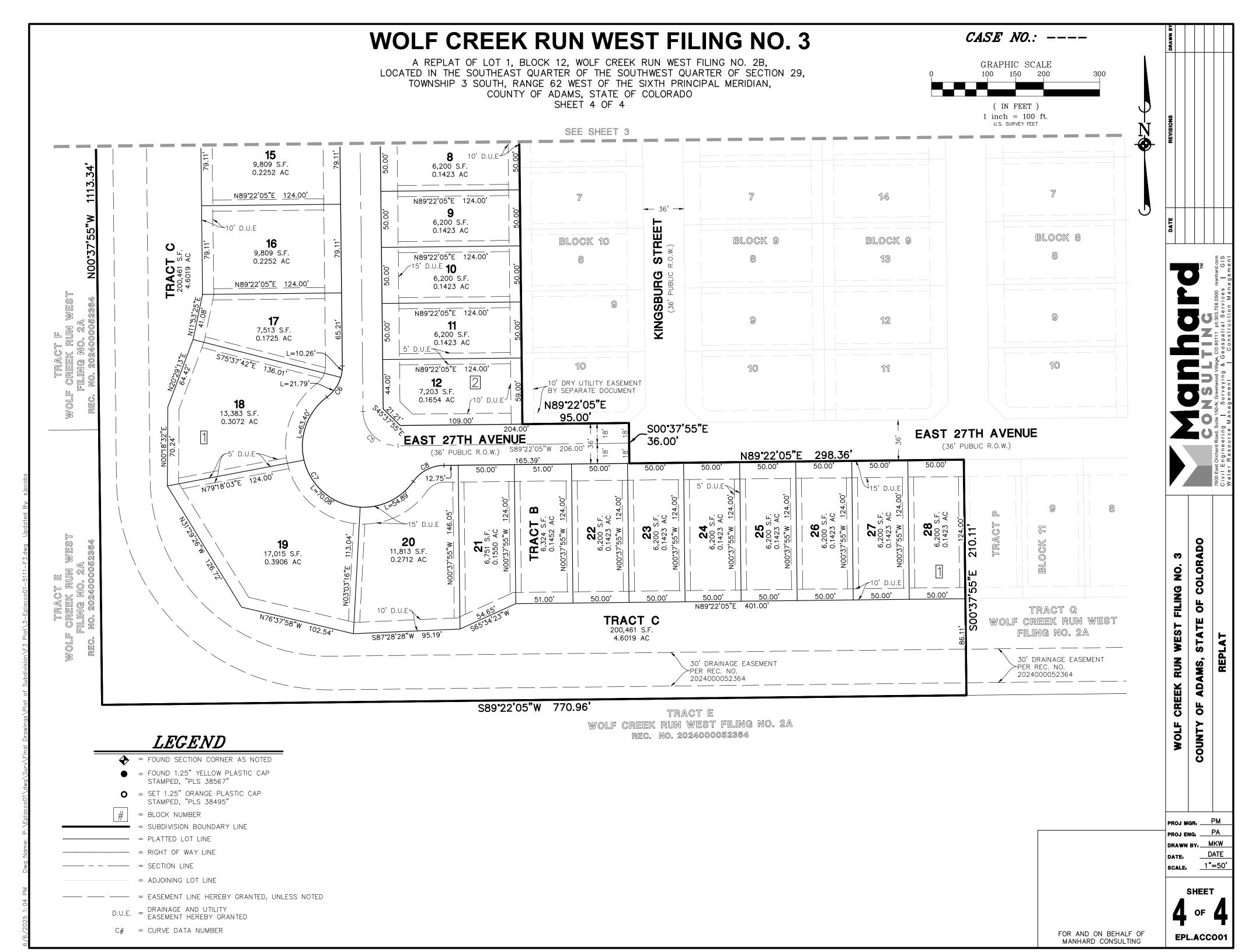
WOLF CREEK
COUNTY OF AD/

PROJ MGRI PM
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DRAWN BYI MKW
DATEI DATE
SCALEI N/A

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OF
4
EPL.ACCOO1







LOT 1, BLOCK 12, OF PROPOSED WOLF CREEK RUN WEST FILING 2B, LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST, SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

<u>COMMENCING</u> AT THE SOUTHWEST 1/16 CORNER OF SAID SECTION 29, BEING A FOUND 3.25" ALUMINUM CAP STAMPED "MAHHARD PLS 38361, 2002";

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, NORTH 89°12'52" EAST, A DISTANCE OF 326.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, SAME BEING THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID LOT 1, NORTH 89°12'52" EAST, A DISTANCE OF 700.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE BOUNDARY OF SAID LOT 1, THE FOLLOWING ELEVEN (11) COURSES:

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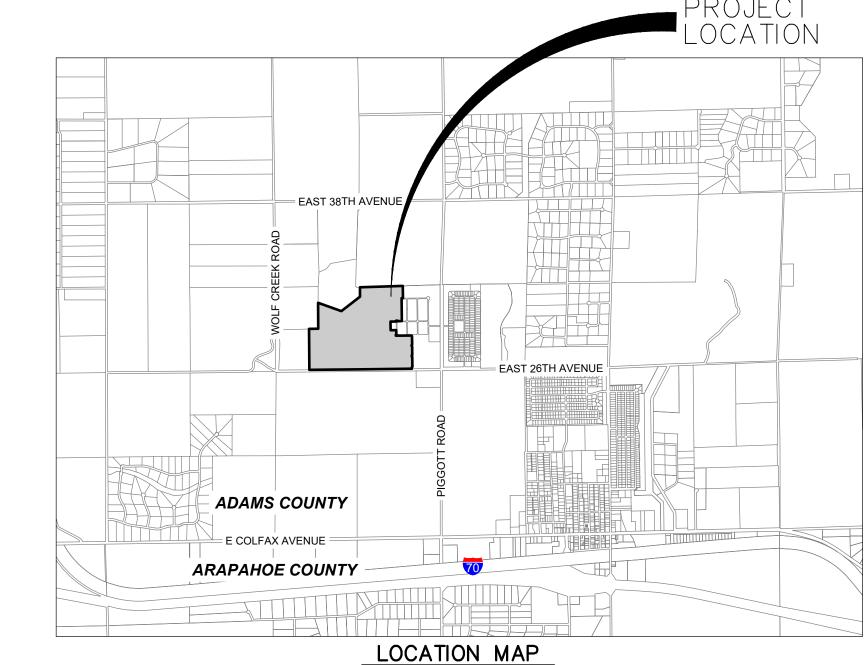
FINAL ENGINEERING PLANS

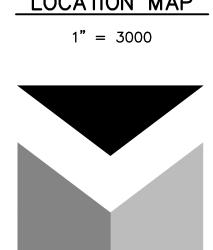
WOLF CREEK RUN WEST - FILING 3

LYING IN THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

STANDARD SYMBOLS

	STANDARD SYMBOLS	<u></u>
EXISTING		PROPOSED
->>-	STORM SEWER PVC ROOF DRAIN/FOUNDATION DRAIN	
-))-	SANITARY SEWER	<u></u>
w	WATER MAIN	w
—·— E —·—	ELECTRIC	—— E ——
— · — G — · —	GAS	—— G
— · — T — · —	TELEPHONE	— т —
\bigcirc	SANITARY MANHOLE	•
<u> </u>	STORM MANHOLE	•
	STORM INLET (CURB & GUTTER)	
	STORM INLET (LANDSCAPE)	•
0	CLEANOUT	•
	RIP RAP	
\bowtie	GATE VALVE	H
Å	FIRE HYDRANT	Y
Θ	CURB STOP THRUST BLOCK & FITTING	⊕ ₩ ↓
\bigvee	FLARED END SECTION	' A ' 4 '
	STREET LIGHT	_
'	DIRECTION OF FLOW	<u>.</u>
	DIRECTION OF OVERFLOW RELIEF	\Rightarrow
,5764	1 FOOT CONTOURS	5764
_ = = =	CURB AND GUTTER (CATCH)	
	DEPRESSED CURB AND GUTTER	
	CURB AND GUTTER (SPILL)	
	SIDEWALK	
	PROPERTY LINE	
	R.O.W. LINE	
	EASEMENT LINE	
- O-	SIGN POWER POLE	<u> </u>
<u>-</u> О-	GUY WIRE	
E © E	ELECTRICAL EQUIPMENT	
	TELEPHONE EQUIPMENT FENCE	
×5700.00	SPOT ELEVATION	6995.05 P
	RETAINING WALL	BOTTOM SIDE





INDEX OF SHEETS

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2	GENERAL NOTES
3	GENERAL NOTES 2
4	TYPICAL SECTIONS
5	EXISTING CONDITIONS AND DEMOLITION PLANS
6	TYPICAL OVERLOT GRADING
7	EROSION CONTROL INITIAL PLAN
8	EROSION CONTROL INTERIM PLAN
9	EROSION CONTROL FINAL PLAN
10	EROSION CONTROL DETAILS
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21	KAZILEK STREET — PLAN & PROFILE
22	E 28TH AVENUE — PLAN & PROFILE
23	E 27TH AVENUE — PLAN AND PROFILE
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25	INTERSECTION DETAIL — E. 28TH AVE AND KAZILEK ST
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27	INTERSECTION DETAIL - E. 27TH AVE AND PARKING TRAC
28	INTERSECTION DETAIL - KAZILEK ST AND PARKING TRACT
29	CONSTRUCTION DETAILS 1
30	CONSTRUCTION DETAILS 2
31	CONSTRUCTION DETAILS 3
32	CONSTRUCTION DETAILS 4

ABBREVIATIONS

AGG BCP BVC BOW CMP CON DE DIA DIP EV EV EV FF FF FM	BACK OF WALK CENTERLINE CORRUGATED METAL PIPE CONCRETE CUBIC YARDS DITCH DRAINAGE EASEMENT DIAMETER DUCTILE IRON PIPE ELEVATION EDGE OF PAVEMENT END VERTICAL CURVE EXISTING
FF FG	FINISHED FLOOR
FM GV	
	HIGH WATER LEVEL

HYDRANT INLET INVERT LOW POINT LEFT MAXMAXIMUM MIN MINIMUM NTE NOT TO EXCEED OFFSET FROM CENTERLINE PAVEMENT POINT OF CURVATURE POINT OF COMPOUND CURVE PCR POINT OF CURB RETURN POINT OF INTERSECTION PROPERTY LINE POWER POLE PROP PROPOSED POINT OF REVERSE CURVE POINT OF TANGENCY POLYVINYL CHLORIDE PIPE POINT OF VERTICAL CURVATURE POINT OF VERTICAL INTERSECTION PVT POINT OF VERTICAL TANGENCY RADIUS REINFORCED CONCRETE PIPE REM REMOVAL ROW RIGHT-OF-WAY RAILROAD

STA STATION STD STANDARD STMH STORM MANHOLE SIDEWALK SY SQUARE YARDS TELEPHONE THRUST BLOCK TBR TO BE REMOVED TOP OF CURB TEMPORARY TOP OF FOUNDATION TOP TOP OF PIPE TRANS TRANSFORMER TOP OF WALL TYP TYPICAL UTILITY EASEMENT VALVE BOX VV VALVE VAULT WATER MAIN WSE WATER SURFACE ELEVATION

RT

SSMH

RIGHT

SHT SHEET

SANITARY SEWER

SANITARY SEWER MANHOLE

SQUARE FOOT

STORM SEWER

Manhard Consulting

7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

KEY CONTACTS

DEVELOPER EAST PEAK LAND DEVELOPMENT, LLC 1771 S HUMBOLDT ST DENVER, CO 80204	REVIEW AGENCY ADAMS COUNTY 4430 SOUTH ADAMS COUNTY PARKWAY BRIGHTON, CO 80112
CONTACT: CARLTON BABBS PHONE: 303-881-8962	CONTACT: MATT EMMENS PHONE: 720-523-6826
ENGINEER-MANHARD CONSULTING 1 BROADWAY SUITE B200 DENVER, CO 80204	WATER EAST ADAMS COUNTY METRO DISTRICT 3215 PIGGOTT RD STRASBURG, CO 80136
CONTACT: JULIE RENTZ PHONE: 303-531-3222	CONTACT: RYAN STACHELSKI PHONE: 303-371-9000
ELECTRIC CORE ELECTRIC COOPERATIVE 5496 N S HWY 85 SEDALIA, CO 80135	GAS COLORADO NATURAL GAS INC. 20 KARLANN DRIVE BLACK HAWK, CO 80422
CONTACT: BROOKS KAUFMAN PHONE: 720-733-5493	CONTACT: JUSTIN GUITERREZ PHONE: 720-981-2123

NOTES:

- 1. THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY MANDHARD CONSULTING, LTD DATED DECEMBER 28, 2022. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.
- 2. MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.
- 3. FLOODPLAIN: A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND A PORTION OF THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE AE, BASE FLOOD ELEVATIONS DETERMINED AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 08001C0740H WITH A MAP REVISED DATE OF MARCH 05, 2007

BENCHMARKS:

SOURCE BENCHMARK: NGS BENCHMARK Z 56

A 3.25" BRASS CAP LOCATED APPROXIMATELY 10 FEET SOUTH OF THE INTERSECTION OF U.S HIGHWAY 40 AND UNION PACIFIC RAILROAD, WITH A NAVD 88 ELEVATION OF 5459.37 FEET.

SITE BENCHMARK:

THE SOUTHEAST CORNER OF SECTION 29, T3S, R62W, 6TH P.M. BEING A 3.25" ALUMINUM CAP (ILLEGIBLE) IN RANGE BOX, LOCATED AT THE INTERSECTION OF PIGGOTT ROAD AND EAST 26TH AVENUE, WITH A NAVD 88 ELEVATION OF 5354.52'

BASIS OF BEARING

THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, IS ASSUMED TO BEAR NORTH 89°03'28" EAST AND BEING MONUMENTED AT THE WEST END BY 3.25" ALUMINUM CAP STAMPED "PLS 25379" AND AT THE EAST END BY A 3.25" ALUMINUM CAP (ILLEGIBLE).

Know what's below.
Call before you dig.

MANHARD CONSULTING, LTD IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

ENDING APPROVAL

03/07/2025

SHEET

OF 32

PROJ. MGR.: <u>JAR</u>

PROJ. ASSOC.: DSS

DRAWN BY: PGD

FILING

WEST

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CREEK

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COUNTY,

ADAMS

COVER

MANHARD CONSULTING NOTES:

- GENERAL CONDITIONS CONTRACTOR ACKNOWLEDGES AND AGREES THAT THE USE AND RELIANCE OF THESE PLANS IS SUFFICIENT CONSIDERATION FOR CONTRACTOR'S COVENANTS STATED HEREIN.
- 2. <u>DEFINITION OF TERMS</u>
- A. "CLIENT" SHALL MEAN EAST PEAK LAND DEVELOPMENT, WHICH IS THE PERSON OR ENTITY WITH WHOM MANHARD CONSULTING HAS CONTRACTED WITH TO PREPARE CIVIL ENGINEERING PLANS.
- B. "ENGINEER" SHALL MEAN MANHARD CONSULTING, A CIVIL ENGINEERING CONSULTANT ON THE SUBJECT PROJECT.
- C. "PLANS" SHALL MEAN THE CIVIL ENGINEERING PLANS PREPARED BY THE ENGINEER, WHICH MAY BE A PART OF THE CONTRACT DOCUMENTS FOR THE SUBJECT PROJECT.
- D. "CONTRACTOR" SHALL MEAN ANY PERSON OR ENTITY PERFORMING ANY WORK DESCRIBED IN THE PLANS.
- E. "JURISDICTIONAL GOVERNMENTAL ENTITY" SHALL MEAN ANY MUNICIPAL, COUNTY, STATE OR FEDERAL UNIT OF GOVERNMENT FROM WHOM AN APPROVAL, PERMIT AND/OR REVIEW IS REQUIRED FOR ANY ASPECT OF THE SUBJECT PROJECT

3. <u>INTENT OF THE PLANS</u>

THE INTENT OF THE PLANS IS TO SET FORTH CERTAIN REQUIREMENTS OF PERFORMANCE, TYPE OF EQUIPMENT AND STRUCTURES, AND STANDARDS OF MATERIALS AND CONSTRUCTION. THEY MAY ALSO IDENTIFY LABOR AND MATERIALS, EQUIPMENT AND TRANSPORTATION NECESSARY FOR THE PROPER EXECUTION OF THE WORK BUT ARE NOT INTENDED TO BE INFINITELY DETERMINED SO AS TO INCLUDE MINOR ITEMS OBVIOUSLY REQUIRED AS PART OF THE WORK. THE PLANS REQUIRE NEW MATERIAL AND EQUIPMENT UNLESS OTHERWISE INDICATED, AND TO REQUIRE COMPLETE PERFORMANCE OF THE WORK IN SPITE OF OMISSIONS OF SPECIFIC REFERENCES TO ANY MINOR COMPONENT PART. IT IS NOT INTENDED, HOWEVER, THAT MATERIALS OR WORK NOT COVERED BY OR PROPERLY INFERRED FROM ANY HEADING, BRANCH, CLASS OR TRADE OF THE AUTHORITY HOLDING JURISDICTION'S (AHJ) SPECIFICATIONS SHALL BE SUPPLIED UNLESS DISTINCTLY SO NOTED. MATERIALS OR WORK DESCRIBED IN WORDS, WHICH SO APPLIED HAVE A WELL-KNOWN TECHNICAL OR TRADE MEANING, SHALL BE HELD TO REFER TO SUCH RECOGNIZED STANDARDS.

4. INTERPRETATION OF PLANS

- A. THE CLIENT AND/OR CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES IN THE PLANS TO THE ENGINEER. QUESTIONS AS TO MEANING OF PLANS SHALL BE INTERPRETED BY THE ENGINEER, WHOSE DECISION SHALL BE FINAL AND BINDING ON ALL PARTIES CONCERNED.
- B. THE ENGINEER WILL PROVIDE THE CLIENT WITH SUCH INFORMATION AS MAY BE REQUIRED TO SHOW REVISED OR ADDITIONAL DETAILS OF CONSTRUCTION
- SHOULD ANY DISCREPANCIES OR CONFLICTS ON THE PLANS BE DISCOVERED EITHER PRIOR TO OR AFTER AWARD OF THE CONTRACT, THE ENGINEER'S ATTENTION SHALL BE CALLED TO THE SAME BEFORE THE WORK IS BEGUN THEREON AND THE PROPER CORRECTIONS MADE. NEITHER THE CLIENT NOR THE CONTRACTOR MAY TAKE ADVANTAGE OF ANY ERROR OR OMISSIONS IN THE PLANS. THE ENGINEER WILL PROVIDE INFORMATION WHEN ERRORS OR OMISSIONS ARE DISCOVERED.

5. **GOVERNING BODIES**

ALL WORKS HEREIN PROPOSED SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS OF ANY JURISDICTIONAL GOVERNMENTAL ENTITY. IF A DISCREPANCY IS NOTED BETWEEN THE PLANS AND REQUIREMENTS OF ANY JURISDICTIONAL GOVERNMENTAL ENTITY, THE CLIENT AND/OR THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING.

6. LOCATION OF UNDERGROUND FACILITIES AND UTILITIES

WHEN THE PLANS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF EXISTING UNDERGROUND FACILITIES AND UTILITIES (INCLUDING BUT NOT LIMITED TO WATER MAINS, SANITARY SEWERS, STORM SEWERS, ELECTRIC, TELEPHONE, GAS AND CABLE TV LINES), SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AS TO THE APPROXIMATE LOCATION AND ELEVATION OF SUCH FACILITIES AND UTILITIES. AT THE LOCATIONS WHEREIN DETAILED POSITIONS OF THESE FACILITIES AND UTILITIES BECOME NECESSARY TO THE NEW CONSTRUCTION, INCLUDING ALL POINTS OF CONNECTION, THE CONTRACTOR SHALL FURNISH ALL LABOR AND TOOLS TO VERIFY OR DEFINITELY ESTABLISH THE HORIZONTAL LOCATION, ELEVATION, SIZE AND MATERIAL (IF APPROPRIATE) OF THE FACILITIES AND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IF ANY DISCREPANCIES IN EXISTING UTILITY INFORMATION OR CONFLICTS WITH EXISTING UTILITIES EXIST. THE ENGINEER ASSUMES NO RESPONSIBILITY WHATEVER WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF UNDERGROUND FACILITIES AND UTILITIES, NOR THE MANNER IN WHICH THEY ARE REMOVED OR ADJUSTED.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR TO CONSTRUCTION, TO NOTIFY ALL UTILITY COMPANIES OF THE INTENT TO BEGIN CONSTRUCTION AND TO VERIFY THE ACTUAL LOCATION OF ALL SUCH FACILITIES AND UTILITIES. THE CONTRACTOR SHALL ALSO OBTAIN FROM THE RESPECTIVE UTILITY COMPANIES THE WORKING SCHEDULES FOR REMOVING OR ADJUSTING THESE FACILITIES.

UNSUITABLE SOILS

THE PLANS HAVE BEEN PREPARED BY THE ENGINEER BASED ON THE ASSUMPTION THAT ALL SOILS ON THE PROJECT ARE SUITABLE TO SUPPORT THE PROPOSED IMPROVEMENTS SHOWN. THE CLIENT OR CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IF HE DISCOVERS OR ENCOUNTERS AN OBSTRUCTION THAT PREVENTS THE INSTALLATION OF THE IMPROVEMENT ACCORDING TO THE LINE AND GRADES SHOWN ON THE PLANS.

8. PROTECTION OF TREES

ALL TREES THAT ARE NOT TO BE REMOVED SHALL BE PROTECTED FROM DAMAGE. TREES SHALL NOT BE REMOVED UNLESS REQUESTED TO DO SO IN WRITING BY THE CLIENT.

9. NOTIFICATION OF OWNERS OF FACILITIES AND UTILITIES

THE CONTRACTOR SHALL NOTIFY ALL APPLICABLE JURISDICTIONAL GOVERNMENTAL ENTITIES OR UTILITY COMPANIES, I.E., WATER, SEWER, ELECTRIC, TELEPHONE, GAS AND CABLE TV PRIOR TO BEGINNING ANY CONSTRUCTION SO THAT SAID ENTITY OR COMPANY CAN ESTABLISH THE LOCATION AND ELEVATION OF UNDERGROUND PIPES, CONDUITS OR CABLES ADJOINING OR CROSSING PROPOSED CONSTRUCTION.

10. TRAFFIC CONTROL

THE CONTRACTOR SHALL PROVIDE WHEN REQUIRED BY ANY JURISDICTIONAL GOVERNMENTAL ENTITY, ALL SIGNS, EQUIPMENT, AND PERSONNEL NECESSARY TO PROVIDE FOR SAFE AND EFFICIENT TRAFFIC FLOW IN ALL AREAS WHERE THE WORK WILL INTERRUPT, INTERFERE OR CAUSE TO CHANGE IN ANY FORM. THE CONDITIONS OF TRAFFIC FLOW THAT EXISTED PRIOR TO THE COMMENCEMENT OF ANY PORTIONS OF THE WORK. THE CLIENT MAY, AT HIS DISCRETION. REQUIRE THE CONTRACTOR TO FURNISH TRAFFIC CONTROL UNDER THESE OR OTHER CIRCUMSTANCES WHERE IN HIS OPINION IT IS NECESSARY FOR THE PROTECTION OF LIFE AND PROPERTY. EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED AT ALL TIMES. UNLESS AUTHORIZED BY THE CLIENT OR CLIENT'S CONSTRUCTION REPRESENTATIVE, ALL EXISTING ACCESS POINTS SHALL BE MAINTAINED AT ALL TIMES BY THE CONTRACTOR. THE NEED FOR TRAFFIC CONTROL SHALL BE ANTICIPATED BY THE CLIENT.

11. WORK AREA

THE CONTRACTOR, HIS AGENTS AND EMPLOYEES AND THEIR EMPLOYEES AND ALL EQUIPMENT, MACHINERY AND VEHICLES SHALL CONFINE THEIR WORK WITHIN THE BOUNDARIES OF THE PROJECT OR WORK AREA SPECIFIED BY THE CLIENT. THE CONTRACTOR SHALL BE SOLELY LIABLE FOR DAMAGE CAUSED BY HIM OR HIS AGENTS AND EMPLOYEES AND THEIR EQUIPMENT, MACHINERY AND VEHICLES ON ADJACENT PROPERTY OR AREAS OUTSIDE DESIGNATED WORK AREAS.

12. <u>UTILITY POLES</u>

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR THE RELOCATION OR BRACING OF EXISTING UTILITY POLES THAT MAY BE WITHIN THE WORKING LIMITS OF THIS CONTRACT. IT IS EXPRESSLY UNDERSTOOD THAT ALL WORK AND COSTS CONNECTED WITH THE MAINTENANCE OF THESE UTILITY POLES, THEIR TEMPORARY RELOCATIONS, ETC., SHALL BE THE RESPONSIBILITY OF THE CLIENT OR THE CONTRACTOR.

IT IS THE INTENT OF THESE PLANS THAT CLEAN-UP AND FINAL RESTORATION SHALL BE PERFORMED IMMEDIATELY UPON COMPLETION OF EACH PHASE OF THE WORK, BOTH INSIDE AND OUTSIDE THE PROJECT, OR WHEN SO DIRECTED BY THE CLIENT SO THAT THESE AREAS WILL BE RESTORED AS NEARLY AS POSSIBLE TO THEIR ORIGINAL CONDITION OR BETTER, AND SHALL INCLUDE BUT NOT BE LIMITED TO, RESTORATION OF MAINTAINED LAWNS AND RIGHTS-OF-WAY, ROADWAYS, DRIVEWAYS, SIDEWALKS, DITCHES, BUSHES, HEDGES, TREES, SHRUBS, FENCES, MAILBOXES, SEWERS, DRAIN TILES, WATER MAINS, ETC.

14. CLEANING UP

THE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE MATERIAL OR RUBBISH CAUSED BY HIS EMPLOYEES OR WORK, AND AT THE COMPLETION OF THE WORK HE SHALL REMOVE ALL HIS RUBBISH, TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE HIS WORK "BROOM CLEAN" OR ITS EQUIVALENT, UNLESS MORE EXACTLY SPECIFIED.

15. ROAD CLEANING

THE CONTRACTOR SHALL MAINTAIN ROADWAYS ADJOINING THE PROJECT SITE FREE FROM MUD AND DEBRIS AT ALL TIMES. IF MUD AND/OR DEBRIS IS CARRIED ONTO THE ROADWAYS FROM VEHICLES ENTERING ONTO THE HIGHWAY FROM EITHER THE CONTRACTOR'S TRUCKS, HIS EMPLOYEES' VEHICLES, OR HIS MATERIAL SUPPLIERS, THE CONTRACTOR SHALL IMMEDIATELY REMOVE SAID MUD AND/OR DEBRIS.

16. SAFETY AND PROTECTION

THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS RELATING TO THE SAFETY OF PERSONS OR PROPERTY, OR TO THE PROTECTION OF PERSONS OR PROPERTY FROM DAMAGE, INJURY, OR LOSS AND SHALL ERECT AND MAINTAIN ALL NECESSARY SAFEGUARDS FOR SUCH SAFETY AND PROTECTION. CONTRACTOR'S DUTIES AND RESPONSIBILITIES FOR SAFETY AND FOR PROTECTION OF THE WORK SHALL CONTINUE UNTIL SUCH TIME AS ALL WORK IS COMPLETED AND THE CLIENT HAS NOTIFIED CONTRACTOR THAT THE WORK IS ACCEPTABLE. THE DUTIES OF THE ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF EITHER THE CONTRACTOR'S OR THE GENERAL PUBLIC'S SAFETY IN, ON, OR NEAR THE CONSTRUCTION SITE.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CONTRACTOR; MATERIAL SUPPLIER OR OTHER ENTITY BY USE OF THESE PLANS HEREBY WAIVES ANY RIGHT OF CONTRIBUTION AND AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CLIENT AND ENGINEER AND ITS AGENTS, EMPLOYEES AND CONSULTANTS FROM AND AGAINST ALL MANNER OF CLAIMS, CAUSES, CAUSES OF ACTION, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THE PERFORMANCE OF ANY WORK, PURSUANT TO OR WITH RESPECT TO THESE PLANS. HOWEVER, THIS INDEMNITY SHALL NOT BE CONSTRUED TO INDEMNIFY ENGINEER, ITS CONSULTANTS, AGENTS OR EMPLOYEES AGAINST ITS OWN NEGLIGENCE.

CLAIMS. DAMAGES. LOSSES AND EXPENSES AS THESE WORDS ARE USED IN THE AGREEMENT SHALL MEAN AND INCLUDE, BUT NOT BE LIMITED TO (1) INJURY OR DAMAGE OCCURRING BY REASON OF THE FAILURE OF OR USE OR MISUSE OF ANY HOIST, RIGGINGS, BLOCKING, SCAFFOLDING OR ANY AND ALL OTHER KINDS OF ITEMS OF EQUIPMENT, WHETHER OR NOT THE SAME BE OWNED, FURNISHED OR LOANED BY ANY PART OR ENTITY, INCLUDING ANY CONTRACTOR; (2) ALL ATTORNEYS' FEES AND COSTS INCURRED IN BRINGING AN ACTION TO ENFORCE THE PROVISIONS OF THIS INDEMNITY; (3) COSTS FOR TIME EXPENDED BY THE INDEMNIFIED PARTY AND ITS EMPLOYEES, AT ITS USUAL RATES PLUS COSTS OR TRAVEL, LONG DISTANCE TELEPHONE AND REPRODUCTION OF DOCUMENTS AND (4) CONSEQUENTIAL DAMAGES.

IN ANY AND ALL CLAIMS AGAINST THE CLIENT OR ENGINEER OR ANY OF THEIR AGENTS OR EMPLOYEES AND CONSULTANTS BY ANY PARTY, INCLUDING ANY EMPLOYEE OF THE CONTRACTOR OR ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OF TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS OR ANY INSURANCE MAINTAINED BY CONTRACTOR OR ANY SUBCONTRACTOR OR ANY OTHER PARTY.

18. <u>INSURANCE</u>

ANY PARTY USING OR RELYING ON THESE PLANS, INCLUDING ANY CONTRACTOR, MATERIAL SUPPLIER, OR OTHER ENTITY SHALL OBTAIN, (PRIOR TO COMMENCING ANY WORK) GENERAL PUBLIC LIABILITY INSURANCE INSURING AGAINST ALL DAMAGES AND CLAIMS FOR ANY BODILY INJURIES, DEATH OR PROPERTY DAMAGE ARISING OUT OF ANY WORK, INCLUDING THE CONSTRUCTION WORK PROVIDED FOR IN THESE PLANS, AND SHALL NAME THE CLIENT AND ENGINEER AND ITS CONSULTANTS, AGENTS AND REPRESENTATIVES AS ADDITIONAL INSUREDS UNDER SUCH INSURANCE POLICY; PROVIDED THAT ANY PARTY USING OR RELYING ON THESE PLANS HAVING OBLIGATIONS TO MAINTAIN SPECIFIC INSURANCE BY REASON OF ANY AGREEMENT WITH CLIENT OR ANY CONTRACTOR OR ENGINEER SHALL PROVIDE EVIDENCE AND CERTIFICATES OF INSURANCE AS REQUIRED BY SUCH CONTRACT OR AGREEMENT. SUCH INSURANCE MUST CONTAIN A CLAUSE STATING THAT THE INSURANCE IS PRIMARY COVERAGE FOR ENGINEER AND ENGINEER'S OTHER APPLICABLE COVERAGE IS CONSIDERED SECONDARY. SUCH INSURANCE SHALL NOT LIMIT ANY LIABILITY OF ANY PARTY PROVIDING WORK OR SERVICES OR PROVIDING MATERIALS.

19. THIRD PARTY BENEFICIARY

MANHARD CONSULTING, LTD., THE ENGINEER, IS INTENDED TO BE A THIRD PARTY BENEFICIARY OF THIS WILLING AGREEMENT AND REQUIREMENT.

DEMOLITION NOTES:

- 1. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING FOR ALL FEES AND CHARGES.
- SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FEATURES INDICATED TO REMAIN. THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS PLAN, ALL OTHER CONSTRUCTION MATERIALS SHALL BE
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
- 4. ALL EXISTING UTILITY LINES AND CONDUITS LOCATED UNDER PROPOSED BUILDINGS SHALL BE REMOVED AND PROPERLY BACKFILLED. ALL UTILITY LINES AND CONDUITS LOCATED UNDER DRIVES, ON-SITE ROADS, PARKING LOTS OR SIDEWALKS SHALL BE FILLED WITH A FLOWABLE BACKFILL AND END PLUGGED. ALL EXISTING STRUCTURES SHALL BE REMOVED. ALL EXISTING UTILITY LINES LOCATED UNDER LANDSCAPE AREAS SHALL BE LEFT IN PLACE AND PLUGGED AT ALL STRUCTURES.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR DEMOLITION, REMOVAL AND LAWFUL DISPOSAL (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THESE PLANS CAN BE CONSTRUCTED. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
- 7. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED SHALL BE COORDINATED BY THE CONTRACTOR WITH THE AFFECTED UTILITY COMPANY.
- 8. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION.
- 9. ALL FIRE ACCESS LANES WITHIN THE PROJECT AREA SHALL REMAIN IN SERVICE, CLEAN OF DEBRIS AND ACCESSIBLE FOR USE BY EMERGENCY VEHICLES.
- 10. THE CONTRACTOR SHALL COORDINATE WATER MAIN WORK WITH THE FIRE DEPARTMENT AND THE JURISDICTIONAL GOVERNING ENTITY TO PLAN THE PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS AVAILABLE TO THE FACILITY AND SITE THROUGHOUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ARRANGING PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE JURISDICTIONAL GOVERNING ENTITY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATER MAIN SHUTS OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
- 11. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING AREAS, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE. CONTRACTOR SHALL COORDINATE / PHASE ALL CONSTRUCTION ACTIVITY WITHIN PROXIMITY OF THE BUILDING AND UTILITY INTERRUPTIONS WITH THE FACILITY MANAGER TO MINIMIZE DISTURBANCE AND INCONVENIENCE TO FACILITY OPERATIONS.
- 12. CONTRACTOR MAY LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS, HOWEVER IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
- 13. ANY EXISTING SEPTIC TANKS AND GREASE TRAPS ENCOUNTERED SHALL HAVE ALL LIQUIDS AND SOLIDS REMOVED AND DISPOSED OF BY A LICENSED COMMERCIAL HAULER IN ACCORDANCE WITH JURISDICTIONAL GOVERNING ENTITY REGULATIONS. AND THE TANK AND GREASE TRAPS SHALL THEN BE FILLED WITH SUITABLE MATERIALS OR REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR.
- 14. VOIDS LEFT BY ANY ITEMS REMOVED UNDER BUILDING, PAVEMENT, WALKS, ETC. OR WITHIN 24" THEREOF SHALL BE FILLED AND COMPACTED WITH SUITABLE MATERIALS BY THE CONTRACTOR.
- 15. ANY MATERIAL CONTAINING ASBESTOS FOUND WITHIN EXISTING STRUCTURES SHALL BE REMOVED FROM THE SITE AND DISPOSED OF OFF-SITE BY THE CONTRACTOR IN ACCORDANCE WITH COUNTY, STATE AND FEDERAL REGULATIONS.
- 16. CONTRACTOR SHALL DEVELOP AND IMPLEMENT A DAILY PROGRAM OF DUST CONTROL AND SHALL SUBMIT AND OBTAIN JURISDICTIONAL GOVERNING ENTITY APPROVAL OF DUST CONTROL PROCEDURES PRIOR TO DEMOLITION OF ANY STRUCTURES. MODIFICATION OF DUST CONTROL PROCEDURES SHALL BE PERFORMED BY THE CONTRACTOR TO THE SATISFACTION OF THE JURISDICTIONAL GOVERNING ENTITY AS REQUESTED.
- 17. THE CONTRACTOR SHALL COORDINATE ALL DEMOLITION WITH THE JURISDICTIONAL GOVERNING ENTITY AND CLIENT TO ENSURE PROTECTION AND MAINTENANCE OF SANITARY SEWER AND WATER UTILITIES AS NECESSARY AND TO PROVIDE STORMWATER CONVEYANCE UNTIL NEW FACILITIES ARE CONSTRUCTED, TESTED AND PLACED INTO OPERATION.
- 18. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR AND ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR LOCATION OF EXISTING UTILITIES AND SHALL VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES.
- 19. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HERE ON IS BASED. IN PART. UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED.

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 EXAMPLES 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 URBAN DRAINAGE FLOOD CONTROL CRITERIA MANUAL VOLUME 3, OR THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) ITEM CODE 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:
- 1.1. A GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES, FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AND
- 1.2. AN ADAMS COUNTY STORMWATER QUALITY PERMIT WITHIN THE UNINCORPORATED ADAMS COUNTY MS4 AREA. 2. 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 UPDATED AT ALL TIMES. THE QUALIFIED STORMWATER MANAGER IS RESPONSIBLE FOR IMPLEMENTING THE SWMP AND CMS (AKA BMPS) DURING CONSTRUCTION.
- 3. 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 ALSO FOR STORMWATER INSPECTIONS AT COMPLETED SITES WAITING FOR FINAL STABILIZATION. INSPECTION REPORTS MUST IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.
- 4. 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
- 5. TRUCK LOADS 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.
- 6. 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.
- 7. TEMPORARY CMS/BMPS SHALL BE REMOVED AFTER THE SITE HAS REACHED FINAL STABILIZATION.
- 8. DEWATERING OPERATIONS DISCHARGING <u>OFF-SITE</u> INTO ANY WATERS CONVEYANCE SYSTEMS INCLUDING WETLANDS, IRRIGATION DITCHES, CANALS, RIVERS, STREAMS OR STORM SEWER SYSTEMS, REQUIRE A STATE CONSTRUCTION DEWATERING PERMIT.
- 9. 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 PRÓJECT, AND FOR AN ADDITIONAL 3 YEARS AFTER PERMIT CLOSE-OUT.
- 10. 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.

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PERFORMANCE STANDARD NOTES:

- 1. 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.
- 2. 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 PARTICULAR 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 PRE-EXISTING VEGETATION (OR EQUIVALENT CMS) FOR AREAS WITHIN 50 HORIZONTAL FT OF RECEIVING WATERS.
- 3. SOIL COMPACTION MUST BE MINIMIZED FOR AREAS WHERE INFILTRATION CMS WILL OCCUR OR WHERE FINAL STABILIZATION WILL BE ACHIEVED THROUGH VEGETATIVE COVER.
- 4. ALL SOIL IMPORTED TO OR EXPORTED FROM THE SITE SHALL BE PROPERLY COVERED TO PREVENT THE LOSS OF MATERIAL DURING TRANSPORT.
- 5. DUST EMISSIONS RESULTING FROM GRADING ACTIVITIES OR WIND SHALL BE CONTROLLED.
- 6. 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.
- 7. CMS INTENDED TO CAPTURE OVERLAND, LOW VELOCITY SHEET FLOW AT A FAIRLY LEVEL GRADE SHALL ONLY BE INSTALLED ALONG CONTOURS.
- 8. INSTALL CMS, SUCH AS CHECK DAMS, PERPENDICULAR TO THE CONCENTRATED FLOWS TO REDUCE FLOW VELOCITY.
- 9. 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.
- 10. INSTALL VEHICLE TRACKING CONTROL (VTC) TO ENTER/EXIT UNPAVED AREA. DO NOT USE RECYCLED CRUSHED CONCRETE OR ASPHALT MILLINGS FOR VEHICLE TRACKING PADS.
- 11. STRAW BALES <u>SHALL NOT</u> BE USED FOR PRIMARY EROSION OR SEDIMENT CONTROL (I.E. STRAW BALES MAY BE USED FOR REINFORCEMENT BEHIND ANOTHER BMP SUCH AS SILT FENCE).
- 12. 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.
- 13. 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).
- 14. 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.
- 15. 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 BE NOT BE LOCATED 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.
- 16. WASTE, SUCH AS BUILDING MATERIALS, WORKERS TRASH AND CONSTRUCTION DEBRIS, MUST BE PROPERLY MANAGED TO PREVENT STORMWATER POLLUTION.
- 17. INSTALL STABILIZED STAGING AREA (SSA) TO STORE MATERIALS, CONSTRUCTION TRAILER, ETC.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. REMOVE TEMPORARY CMS/BMPS ONCE FINAL STABILIZATION IS REACHED, UNLESS OTHERWISE AUTHORIZED.
- 22. 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.
- 23. 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.
- 24. REPORT SPILLS OR RELEASES OF CHEMICAL, OIL, PETROLEUM PRODUCT, SEWAGE, ETC., WHICH MAY REACH THE STORM SEWER OR ENTER STATE WATERS WITHIN 24-HOURS FROM TIME OF DISCOVERY. GUIDANCE AVAILABLE AT WWW.CDPHE.STATE.CO.US/EMP/SPILLSANDRELEASED.HTM. STATE OF COLORADO SPILL-LINE: 1-877-518-5608. ADAMS COUNTY STORMWATER HOTLINE: 720-523-6400; PUBLIC WORKS 303-453-8787 AND THE TRI-COUNTY HEALTH DEPARTMENT AT 303-220-9200.

MAINTENANCE STANDARD NOTES:

- 1. MAINTAIN AND REPAIR CMS ACCORDING TO APPROVED EROSION CONTROL PLAN (CIVIL DRAWING) TO ASSURE THEY CONTINUE PERFORMING AS ORIGINALLY INTENDED.
- 2. CMS/BMPS REQUIRING MAINTENANCE OR ADJUSTMENT SHALL BE REPAIRED IMMEDIATELY AFTER OBSERVATION OF THE FAILING BMP.
- 3. CMS SHALL BE CLEANED WHEN SEDIMENT LEVELS ACCUMULATE TO HALF THE DESIGN UNLESS OTHERWISE SPECIFIED.
- 4. 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.
- 5. 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.
- 6. CWA MUST BE CLEANED ONCE WASTE ACCUMULATION REACHES % OF THE WET STORAGE CAPACITY OF THE STRUCTURE. LEGALLY DISPOSED OF CONCRETE WASTE. DO NOT BURY ON-SITE.
- 7. 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.
- 8. 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.

THESE NOTES ARE NOT INTENDED TO BE ALL-INCLUSIVE, BUT TO HIGHLIGHT THE BASIC STORMWATER POLLUTION PREVENTION REQUIREMENTS FOR CONSTRUCTION ACTIVITIES TO COMPLY WITH CDPS STORMWATER CONSTRUCTION PERMIT AND BE IN CONFORMANCE WITH COUNTY STANDARDS.

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
- 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.

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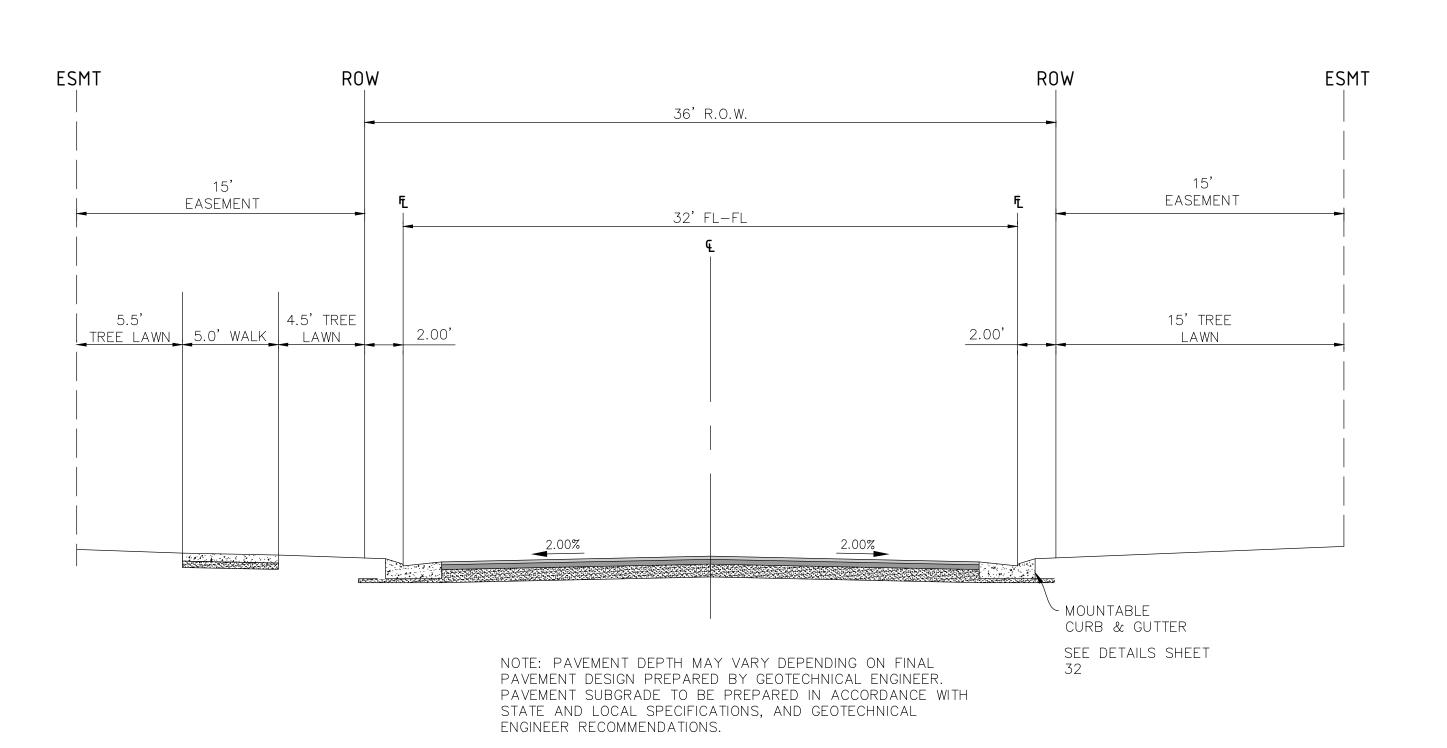
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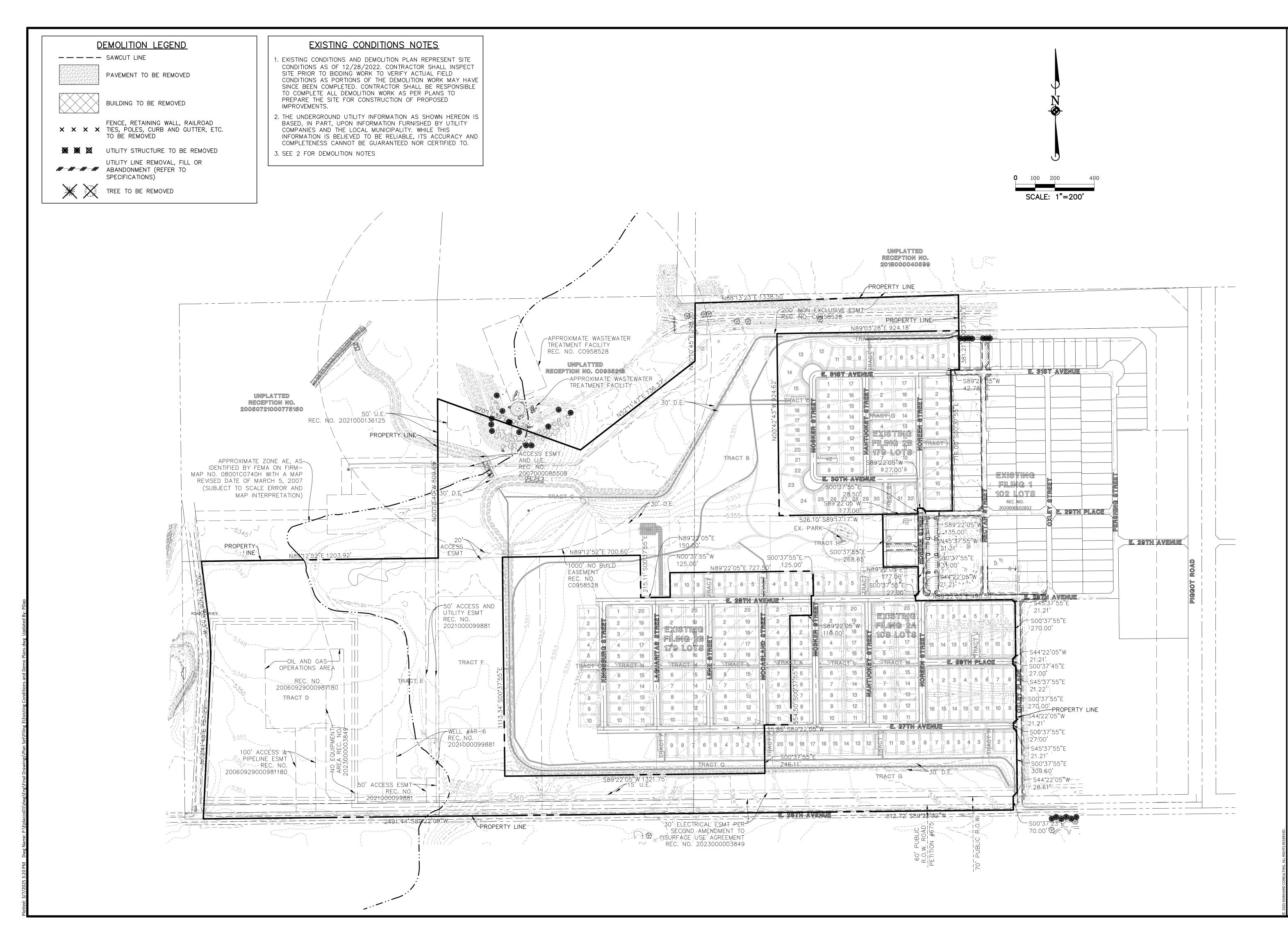
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FRONT-LOAD TYPICAL ROADWAY SECTION
32' FL-FL 36' ROW

WOLF CREEK RUN WEST - FILING ADAMS COUNTY, COLORADO TYPICAL SECTIONS



T600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com

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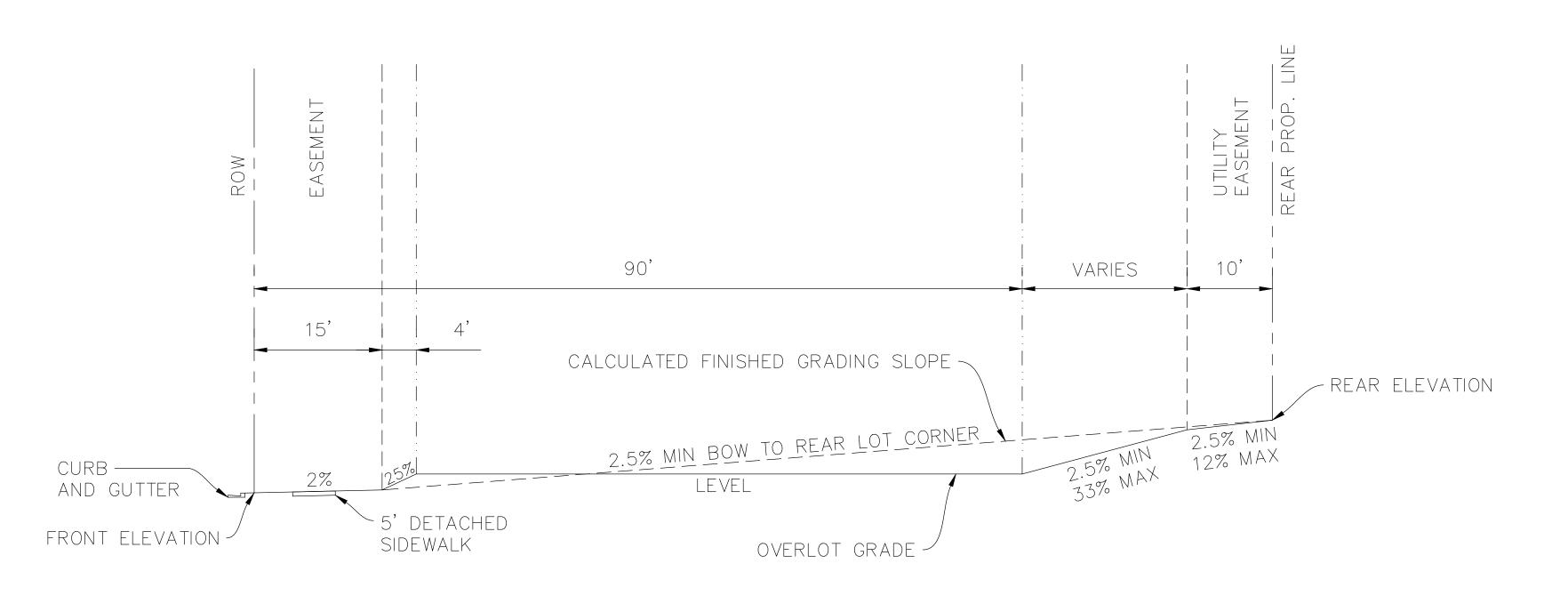
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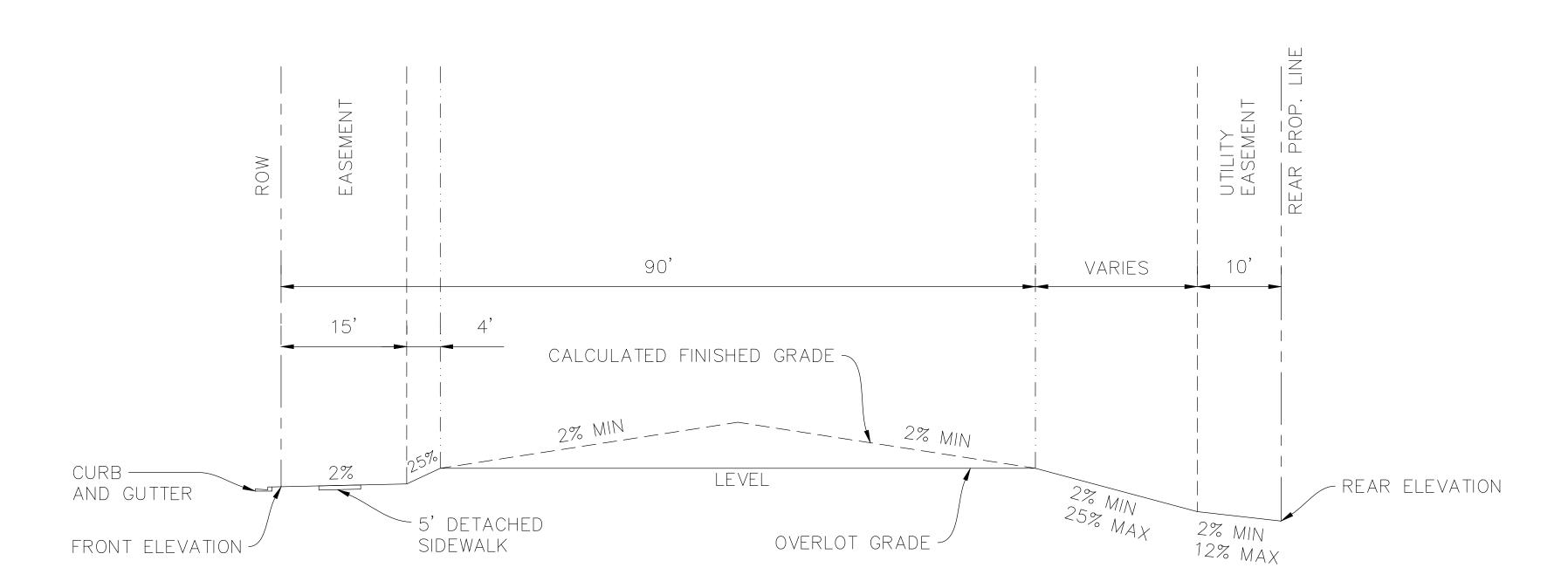
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TYPE "A" DRAINAGE CRAWL SPACE CONDITION 4.0' CRAWL SPACE WALLS

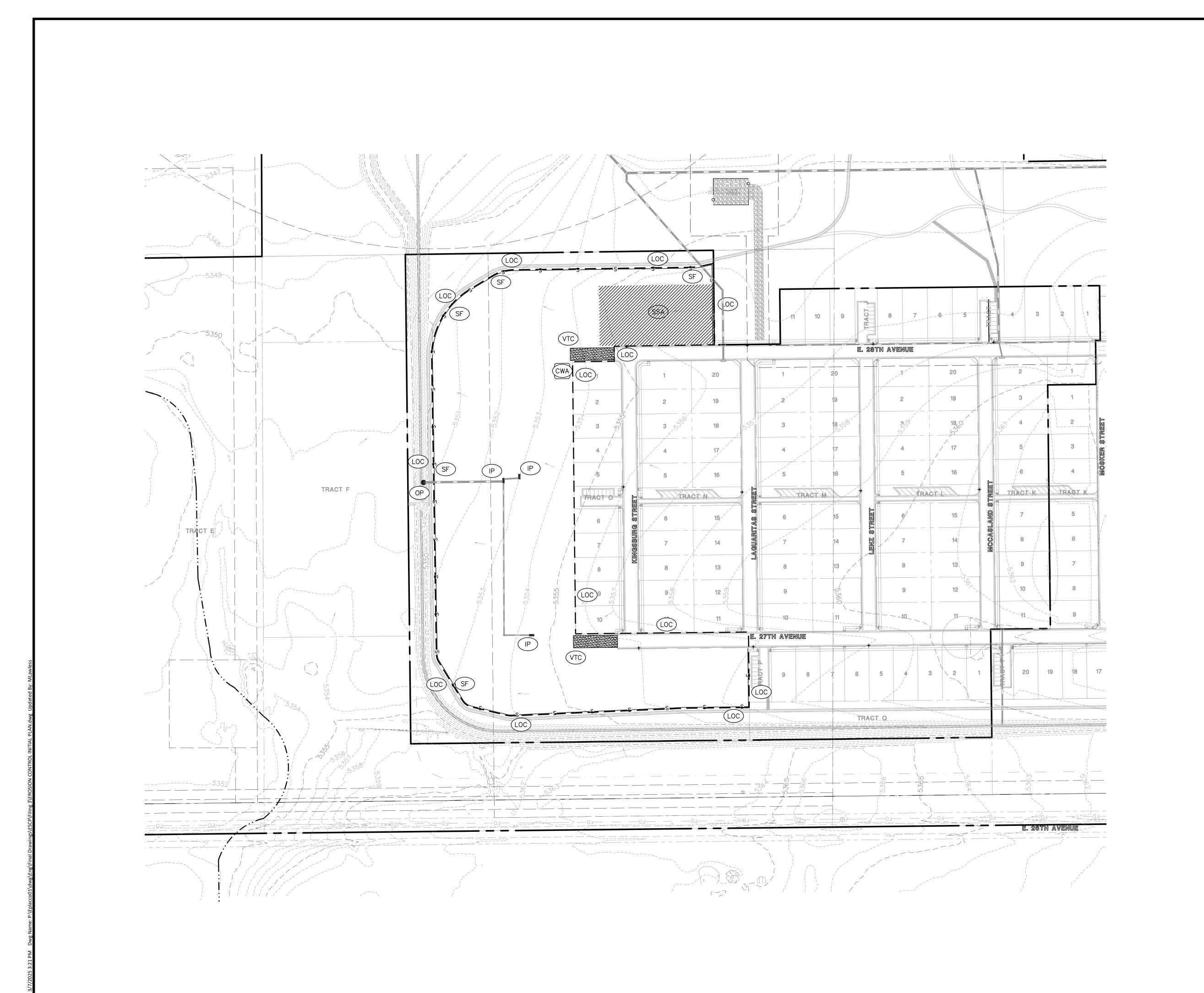


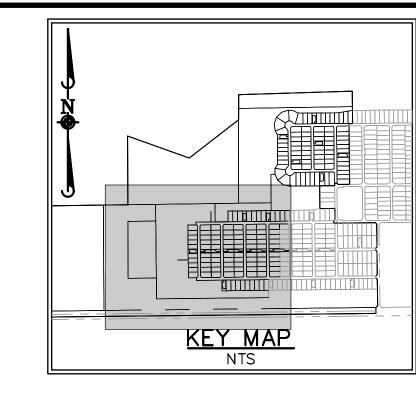
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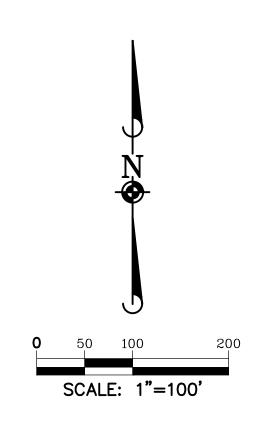
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

WOLF CREEK RUN WEST - FILING 3
ADAMS COUNTY, COLORADO
TYPICAL OVERLOT GRADING

ı.: JAR oc.: DSS







PHASE I EROSION CONTROL LEGEND

CWA CONCRETE WASHOUT AREA

CD CHECK DAMS

ECB EROSION CONTROL BLANKET

CIP CULVERT INLET PROTECTION

IP ON OUTLET PROTECTION

OP OUTLET PROTECTION

OC — — LIMITS OF CONSTRUCTION

SB SEDIMENT BASIN

SF SILT FENCE

SM SEEDING AND MULCHING

SM SEEDING AND MULCHING

TEMPORARY SOIL STOCKPILE AREA

SR SURFACE ROUGHENING

SSA STABILIZED STAGING AREA

(VTC)

STABILIZED STAGING AREA

VEHICLE TRACKING CONTROL

PROPOSED DRAINAGE ARROW

EXISTING DRAINAGE ARROW

BMP PROPOSED BMP FOR THIS PHASE

BMP PHASING LEGEND

EXISTING BMP FROM PREVIOUS PHASE

REMOVE EXISTING BMP FOR THIS PHASE

FOR EROSION CONTROL — GENERAL NOTES. SEE SHEET 2.

I HEREBY CERTIFY THAT THIS EROSION CONTROL DRAWING FOR WOLF CREEK RUN WEST WAS PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE PROVISIONS OF ADAMS COUNTY STORM DRAINAGE DESIGN AND STORMWATER QUALITY REGULATIONS FOR THE OWNERS THEREOF.

JULIE RENTZ
REGISTERED PROFESSIONAL ENGINEER
STATE OF COLORADO NO. 63293

PROJ. MGR.: JAR

PROJ. ASSOC.: DSS

DRAWN BY: PGD

DATE: 03/07/2025

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WOLF CREEK RUN WEST - FILING

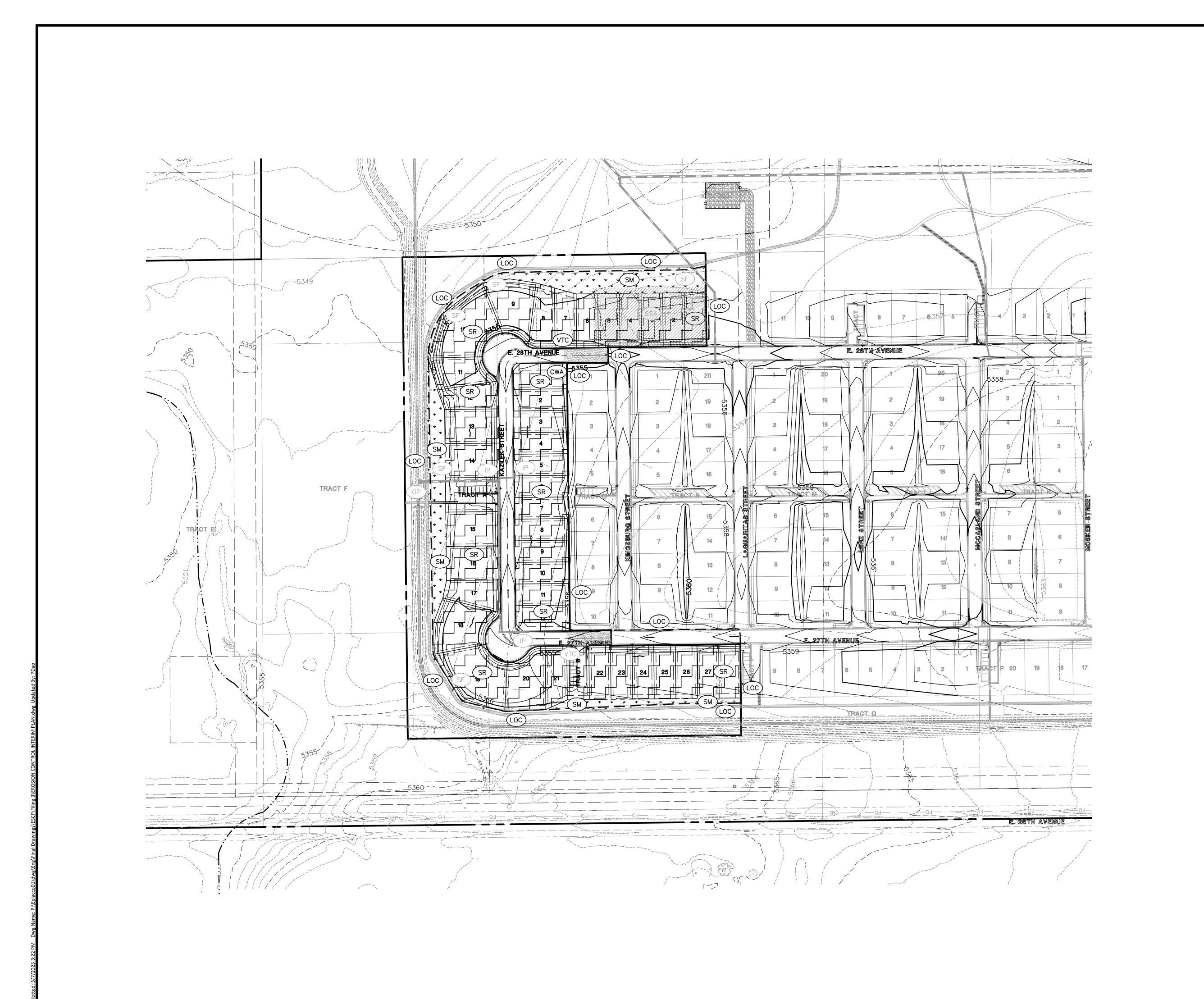
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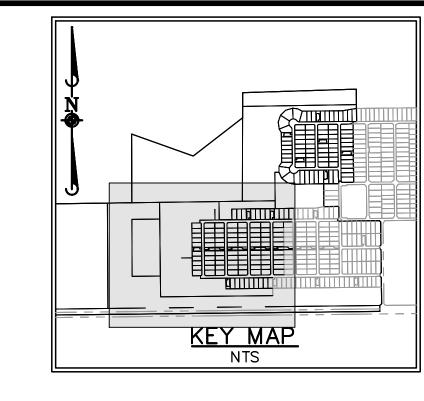
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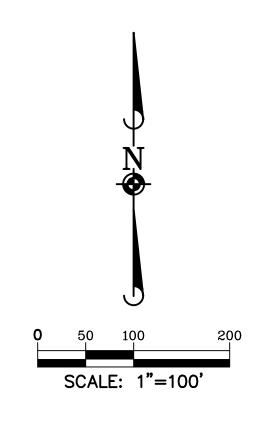
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PHASE II EROSION CONTROL LEGEND

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CONCRETE WASHOUT AREA

ECB EROSION CONTROL BLANKET

CIP CULVERT INLET PROTECTION

CIP CULVERT INLET PROTECTION

IP INLET PROTECTION

OP OUTLET PROTECTION

LIMITS OF CONSTRUCTION

SB SEDIMENT BASIN

SF SILT FENCE

SM SEEDING AND MULCHING

SP TEMPORARY SOIL STOCKPILE

AREA

SR SURFACE ROUGHENING

SSA STABILIZED STAGING AREA

VTC VEHICLE TRACKING CONTROL

PROPOSED DRAINAGE ARROW

EXISTING DRAINAGE ARROW

BMP PHASING LEGEND

BMP) PF

PROPOSED BMP FOR THIS PHASE

EXISTING BMP FROM PREVIOUS PHASE

REMOVE EXISTING BMP FOR THIS PHASE

FOR EROSION CONTROL — GENERAL NOTES. SEE SHEET 2.

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JULIE RENTZ
REGISTERED PROFESSIONAL ENGINEER
STATE OF COLORADO NO. 63293

PROJ. ASSOC.: DSS

DRAWN BY: PGD

DATE: 03/07/2

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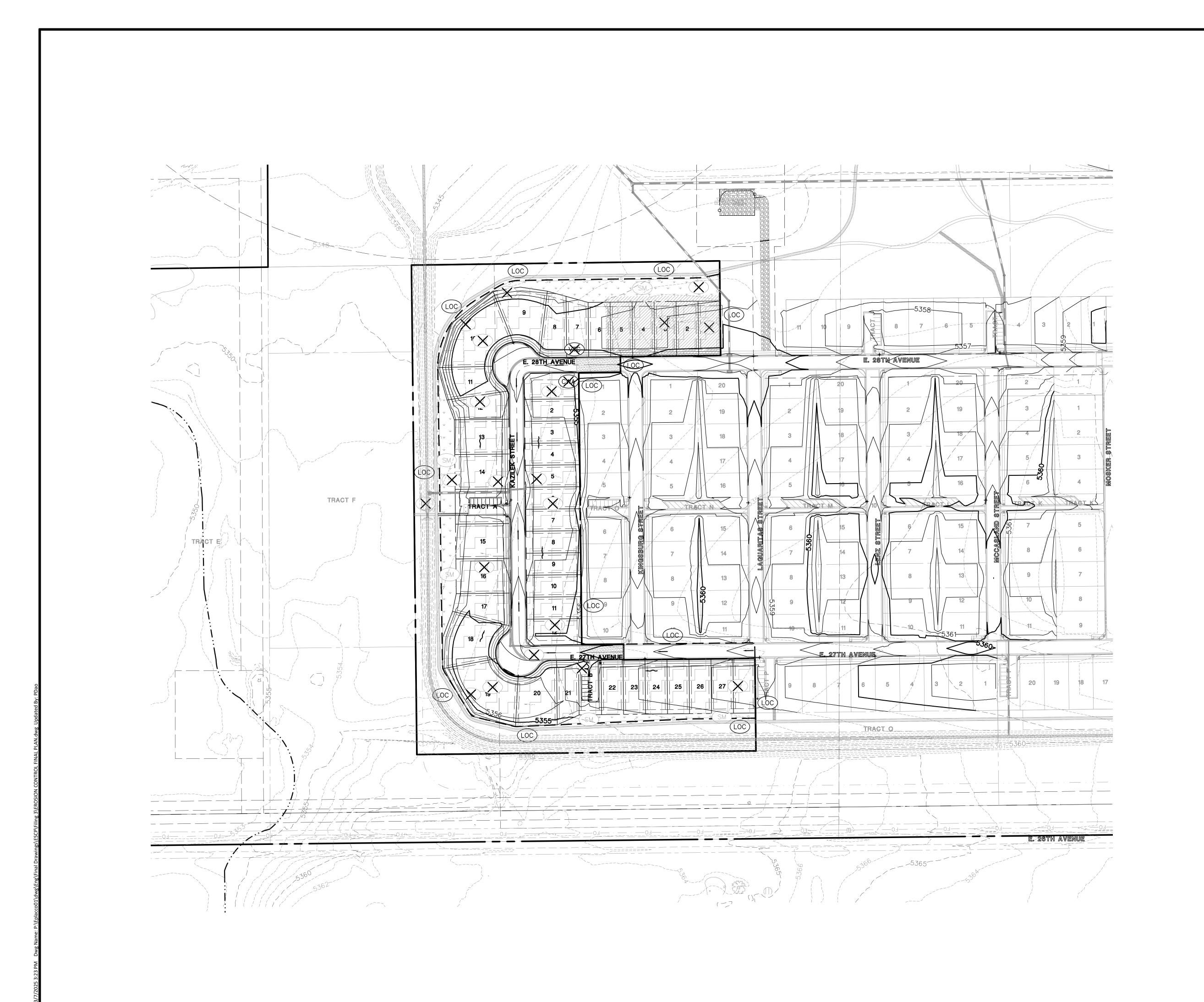
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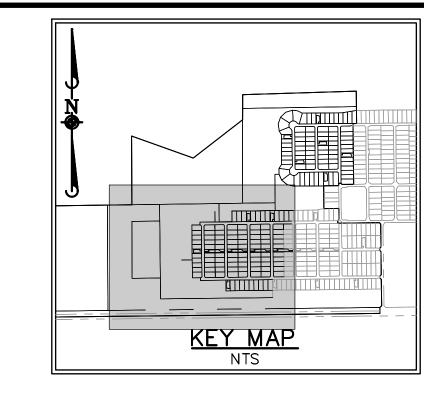
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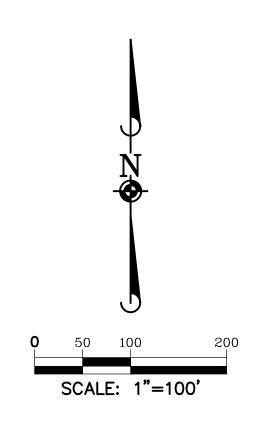
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EROSION

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PHASE III EROSION CONTROL LEGEND

CWA CONCRETE WASHOUT AREA

CD CHECK DAMS

ECB EROSION CONTROL BLANKET

CIP CULVERT INLET PROTECTION

IP INLET PROTECTION

OP OUTLET PROTECTION

LIMITS OF CONSTRUCTION

SB LIMITS OF CONSTRUCT
SEDIMENT BASIN

SF SILT FENCE

SM SEEDING AND MULCHING

TEMPORARY SOIL STOCKE

TEMPORARY SOIL STOCKPILE AREA

SR
SURFACE ROUGHENING

SSA
STABILIZED STAGING AREA

VEHICLE TRACKING CONTROL

PROPOSED DRAINAGE ARROW

EXISTING DRAINAGE ARROW

BMP PHASING LEGEND

(VTC)

PROPOSED BMP FOR THIS PHASE

EXISTING BMP FROM PREVIOUS PHASE

REMOVE EXISTING BMP FOR THIS PHASE

FOR EROSION CONTROL — GENERAL NOTES. SEE SHEET 2.

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JULIE RENTZ REGISTERED PROFESSIONAL ENGINEER

STATE OF COLORADO NO. 63293

COLORADO

L FINAL PLAN

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ADAMS COUNTY, C EROSION CONTROL

WOLF CREEK RUN WEST - FILING

MGR.: JAR

ASSOC.: DSS

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TOP-2

Urban Drainage and Flood Control District

Urban Storm Drainage Criteria Manual Volume 3

Concrete Washout Area (CWA) Vehicle Tracking Control (VTC)

TOP-3

(WIDTH CAN BE LESS IF CONST. VEHICLES ARE PHYSICALLY CONFINED ON BOTH SIDES) PAVED SURFACE L 9" (MIN.) No recycled concrete. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, USE CDOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" MINUS ROCK NON-WOVEN GEOTEXTILE FABRIC

5. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT

6. ADDITIONAL PERIMETER BMPs MAY BE REQUIRED INCLUDING BUT NOT LIMITED TO SILT

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

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE

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 IF RUTTING OCCURS OR UNDERLYING SUBGRADE BECOMES EXPOSED.

Urban Drainage and Flood Control District

Urban Storm Drainage Criteria Manual Volume 3

SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.

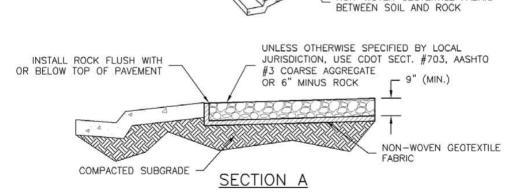
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November 2010

STABILIZED STAGING AREA MAINTENANCE NOTES

EROSION, AND PERFORM NECESSARY MAINTENANCE.



VTC-1. AGGREGATE VEHICLE TRACKING CONTROL

Urban Drainage and Flood Control District Rev. 3/12/12 Urban Storm Drainage Criteria Manual Volume 3

SSA-4

SM-4

Concrete Washout Area (CWA)

MM-1

November 2010

CWA

VEHICLE TRACKING

CONTROL (SEE

OTHER STABLE SURFACE

DISCOVERY OF THE FAILURE.

4. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.

5. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.

(DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND THE CITY OF PARKER, 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.

November 2010

MM-1

CWA 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

6. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED. 7. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

CONCRETE WASHOUT

CONCRETE WASHOUT AREA PLAN COMPACTED BERM AROUND 2% SLOPE VEHICLE TRACKING 8 X 8 MIN. CONTROL (SEE VTC -SECTION A DETAIL)

TABLE OP-1. TEMPORARY OUTLET PROTECTION

SIZING TABLE

DIAMETER, DISCHARGE, LENGTH, La DIAMETER

OP-1. TEMPORARY OUTLET PROTECTION

Urban Drainage and Flood Control District

Urban Storm Drainage Criteria Manual Volume 3

Q (CFS)

(INCHES)

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(FT)

(INCHES)

CWA-1. CONCRETE WASHOUT AREA

CWA INSTALLATION NOTES

1. SEE PLAN VIEW FOR:

LEAST 3' DEEP.

2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 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 IS AT LEAST 8' BY 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT

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 ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.

8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

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

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

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5. STABILIZED STAGING AREA SHALL BE ENLARGED IF NECESSARY TO CONTAIN PARKING, STORAGE, AND UNLOADING/LOADING OPERATIONS. 6. THE STABILIZED STAGING AREA SHALL BE REMOVED AT THE END OF CONSTRUCTION. THE

NOTE: MANY MUNICIPALITIES PROHIBIT THE USE OF RECYCLED CONCRETE AS GRANULAR MATERIAL FOR STABILIZED STAGING AREAS DUE TO DIFFICULTIES WITH RE-ESTABLISHMENT OF VEGETATION IN AREAS WHERE RECYCLED CONCRETE WAS PLACED. 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 DOUGLAS COUNTY, COLORADO, NOT AVAILABLE IN AUTOCAD)

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Vehicle Tracking Control (VTC)

WASH WATER TO SEDIMENT TRAP OR BASIN NOTE: WASH WATER MAY NOT CONTAIN
CHEMICALS OR SOAPS
WITHOUT OBTAINING
A SEPARATE PERMIT

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6'7" MIN. REINFORCED CONCRETE RACK - DRAIN SPACE (MAY SUBSTITUTE STEEL CATTLE -GUARD FOR CONCRETE RACK) SECTION A

VTC-2. AGGREGATE VEHICLE TRACKING CONTROL WITH WASH RACK

> PROJ. MGR.: JAR DRAWN BY: PGD

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DETAILS

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SM-4

-TYPE OF CONSTRUCTION ENTRANCE(S)/EXITS(S) (WITH/WITHOUT WHEEL WASH,

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)

4. STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE INSTALLED PRIOR TO ANY LAND

6. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT

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

. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN

FFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE

5. SEDIMENT TRACKED ONTO PAVED ROADS IS TO BE REMOVED THROUGHOUT THE DAY AND

MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS.

AT THE END OF THE DAY BY SHOVELING OR SWEEPING. SEDIMENT MAY NOT BE WASHED

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARTE FROM OBJECT STRUCTURES CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN

(DETAILS ADAPTED FROM CITY OF BROOMFIELD, COLORADO, NOT AVAILABLE IN AUTOCAD)

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

SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK. Recycled concrete is not

WHERE VEHICLES ACCESS THE CONSTRUCTION SITE FROM PAVED RIGHT-OF-WAYS.

5. A NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STABILIZED

STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES allowed.

CONSTRUCTION ENTRANCE/EXIT PRIOR TO THE PLACEMENT OF ROCK.

3. A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT ALL ACCESS POINTS

STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES

-LOCATION OF CONSTRUCTION ENTRANCE(S)/EXIT(S).

1. SEE PLAN VIEW FOR

DISTURBING ACTIVITIES.

DOCUMENTED THOROUGHLY

DOWN STORM SEWER DRAINS.

DIFFERENCES ARE NOTED.

CONSTRUCTION MAT OR TRM).

WHERE THERE WILL BE LIMITED VEHICULAR ACCESS.

EROSION, AND PERFORM NECESSARY MAINTENANCE

ENTRANCE/EXIT TO MAINTAIN A CONSISTENT DEPTH.

— SF — SF — SF -

SILT FENCE GEOTEXTILE

AT LEAST 10"

OF SILT FENCE

BURIED

1 ½" × 1 ½"

SPACING

(RECOMMENDED) WOODEN

FENCE POST WITH 10' MAX

POSTS SHALL OVERLAP AT JOINTS SO THAT NO GAPS

THICKNESS OF GEOTEXTILE HAS

SILT FENCE INSTALLATION NOTES

PONDING AND DEPOSITION.

DOWN THE STAKE.

SILT FENCE MAINTENANCE NOTES

DOCUMENTED THOROUGHLY.

DISCOVERY OF THE FAILURE.

TEARING, OR COLLAPSE.

SEDIMENT CONTROL BMP.

SEDIMENTS IS APPROXIMATELY 6"

EROSION, AND PERFORM NECESSARY MAINTENANCE.

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

2. A UNIFORM 6" X 4" ANCHOR TRENCH SHALL BE EXCAVATED USING TRENCHER OR SILT

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

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

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').

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

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON

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

5. REPAIR OR REPLACE SILT FENCE WHEN THERE ARE SIGNS OF WEAR, SUCH AS SAGGING,

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

7. WHEN SILT FENCE IS REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN

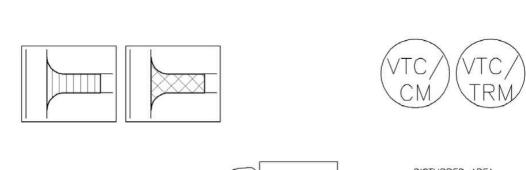
(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, NOT AVAILABLE IN AUTOCAD)

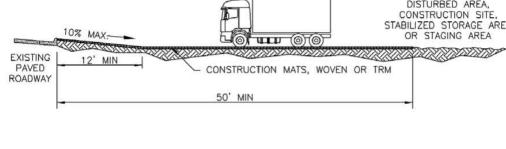
7. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.

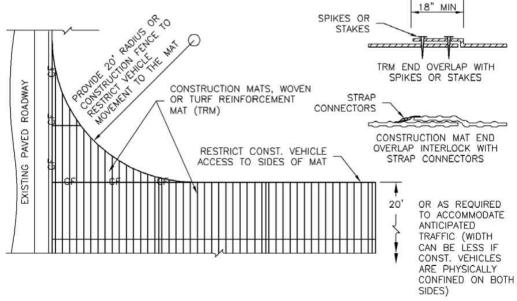
FENCE INSTALLATION DEVICE. NO ROAD GRADERS, BACKHOES, OR SIMILAR EQUIPMENT SHALL BE USED.

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SC-6

VTC-5

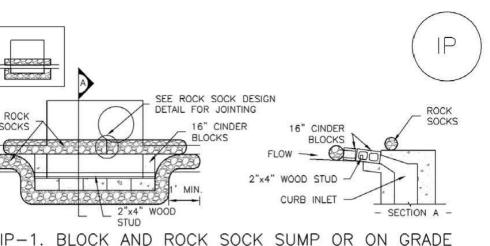
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SF-4 Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual Volume 3 November 2010

Inlet Protection (IP)

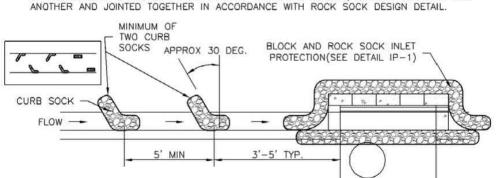


IP-1. BLOCK AND ROCK SOCK SUMP OR ON GRADE

BLOCK AND CURB SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB. 3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE



IP-2. CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION

CURB ROCK SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL INSTALLATION REQUIREMENTS.

2. PLACEMENT OF THE SOCK SHALL BE APPROXIMATELY 30 DEGREES FROM PERPENDICULAR IN THE OPPOSITE DIRECTION OF FLOW.

3. SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5 FEET APART.

4. AT LEAST TWO CURB SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON-GRADE INLETS.

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SEDIMENT DEPTH IS 1/2 THE HEIGHT OF THE ROCK SOCK.

(DETAILS ADAPTED FROM AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

Temporary and Permanent Seeding (TS/PS)

Seeding dates for the highest success probability of perennial species along the Front Range are generally in the spring from April through early May and in the fall after the first of September until the ground freezes. If the area is irrigated, seeding may occur in summer months, as well. See Table TS/PS-3 for appropriate seeding dates.

Table TS/PS-1. Minimum Drill Seeding Rates for Various Temporary Annual Grasses

Species ^a (Common name)	Growth Season ^b	Pounds of Pure Live Seed (PLS)/acre ^c	Planting Depth (inches)
1. Oats	Cool	35 - 50	1 - 2
2. Spring wheat	Cool	25 - 35	1 - 2
3. Spring barley	Cool	25 - 35	1 - 2
4. Annual ryegrass	Cool	10 - 15	1/2
5. Millet	Warm	3 - 15	1/2 - 3/4
6. Sudangrass	Warm	5–10	1/2 - 3/4
7. Sorghum	Warm	5–10	1/2 - 3/4
8. Winter wheat	Cool	20–35	1 - 2
9. Winter barley	Cool	20–35	1 - 2
10. Winter rye	Cool	20–35	1 - 2
11. Triticale	Cool	25-40	1 - 2

Successful seeding of annual grass resulting in adequate plant growth will usually produce enough dead-plant residue to provide protection from wind and water erosion for an additional year. This assumes that the cover is not disturbed or mowed closer than 8 inches.

Hydraulic seeding may be substituted for drilling only where slopes are steeper than 3:1 or where access limitations exist. When hydraulic seeding is used, hydraulic mulching should be applied as a separate operation, when practical, to prevent the seeds from being encapsulated in the mulch.

See Table TS/PS-3 for seeding dates. Irrigation, if consistently applied, may extend the use of cool season species during the summer months. Seeding rates should be doubled if seed is broadcast, or increased by 50 percent if done using a Brillion Drill or by hydraulic seeding.

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. IP-7

D (12" MIN.) -

KEY IN ROCK SOCK O" ON BEDROCK, PAVEMENT OR RIPRAP

KEY IN ROCK SOCK 2" ON EARTH

SECTION B

CIP-1. CULVERT INLET PROTECTION

2. SEE ROCK SOCK DESIGN DETAIL FOR ROCK GRADATION REQUIREMENTS AND JOINTING

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

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON

4. SEDIMENT ACCUMULATED UPSTREAM OF THE CULVERT SHALL BE REMOVED WHEN THE

5. CULVERT INLET PROTECTION SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED

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TS/PS-3

DISTURBED AREA CONSTRUCTION SITE, STABILIZED STORAGE AREA

VTC-3. VEHICLE TRACKING CONTROL W/ CONSTRUCTION MAT OR TURF REINFORCEMENT MAT (TRM)

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CULVERT END SECTION

- ROCK SOCK

CULVERT INLET PROTECTION

PLAN [

CULVERT INLET PROTECTION INSTALLATION NOTES

SEE PLAN VIEW FOR
 -LOCATION OF CULVERT INLET PROTECTION.

CULVERT INLET PROTECTION MAINTENANCE NOTES

EROSION, AND PERFORM NECESSARY MAINTENANCE.

DOCUMENTED THOROUGHLY.

DISCOVERY OF THE FAILURE.

English and

POSTS SHALL BE JOINED AS

SHOWN, THEN ROTATED 180 DEG. IN DIRECTION SHOWN AND DRIVEN

INTO THE GROUND

Urban Drainage and Flood Control District

SILT FENCE

SECTION A

SF-1. SILT FENCE

SF-3

Inlet Protection (IP)

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

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

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, SEEDED AND MULCHED, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, 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.

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. 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

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AREA IS PERMANENTLY STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.

IP-8

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Common ^a Botanical Name		Growth Season ^b	Growth Form	Seeds/ Pound	Pounds o
Alakali Soil Seed Mix	*				
Alkali sacaton	Sporobolus airoides	Cool	Bunch	1,750,000	0.25
Basin wildrye	Elymus cinereus	Cool	Bunch	165,000	2.5
Sodar streambank wheatgrass	Agropyron riparium 'Sodar'	Cool	Sod	170,000	2.5
Jose tall wheatgrass	Agropyron elongatum 'Jose'	Cool	Bunch	79,000	7.0
Arriba western wheatgrass	Agropyron smithii 'Arriba'	Cool	Sod	110,000	5.5
Total					17.75
Fertile Loamy Soil Seed Mix	*				
Ephriam crested wheatgrass	Agropyron cristatum 'Ephriam'	Cool	Sod	175,000	2.0
Dural hard fescue	Festuca ovina 'duriuscula'	Cool	Bunch	565,000	1.0
Lincoln smooth brome Bromus inermis leyss 'Lincoln'		Cool	Sod	130,000	3.0
Sodar streambank wheatgrass	Agropyron riparium 'Sodar'	Cool	Sod	170,000	2.5
Arriba western wheatgrass	Agropyron smithii 'Arriba'	Cool	Sod	110,000	7.0
Total					15.5
High Water Table Soil Seed Mix					
Meadow foxtail	Alopecurus pratensis	Cool	Sod	900,000	0.5
Redtop	Agrostis alba	Warm	Open sod	5,000,000	0.25
Reed canarygrass	Phalaris arundinacea	Cool	Sod	68,000	0.5
Lincoln smooth brome Bromus inermis leyss 'Lincoln'		Cool	Sod	130,000	3.0
Pathfinder switchgrass	thfinder switchgrass Panicum virgatum 'Pathfinder'		Sod	389,000	1.0
Alkar tall wheatgrass	lkar tall wheatgrass Agropyron elongatum 'Alkar'		Bunch	79,000	5.5
Total					10.75
Transition Turf Seed Mix ^c					
Ruebens Canadian bluegrass	Poa compressa 'Ruebens'	Cool	Sod	2,500,000	0.5
Dural hard fescue	Festuca ovina 'duriuscula'	Cool	Bunch	565,000	1.0
Citation perennial ryegrass	Lolium perenne 'Citation'	Cool	Sod	247,000	3.0
Lincoln smooth brome	Browns inermis leves		Sod	130,000	3.0
Total					7.5

Temporary and Permanent Seeding (TS/PS)

Table TS/PS-2. Minimum Drill Seeding Rates for Perennial Grasses (cont.)

Common Name	Botanical Name	Growth Season ^b	Growth Form	Seeds/ Pound	Pounds of PLS/acre
Sandy Soil Seed Mix	WA				
Blue grama	Bouteloua gracilis	Warm	Sod-forming bunchgrass	825,000	0.5
Camper little bluestem	Schizachyrium scoparium 'Camper'	Warm	Bunch	240,000	1.0
Prairie sandreed	Calamovilfa longifolia	Warm	Open sod	274,000	1.0
Sand dropseed	Sporobolus cryptandrus	Cool	Bunch	5,298,000	0.25
Vaughn sideoats grama Bouteloua curtipendula 'Vaughn'		Warm	Sod	191,000	2.0
Arriba western wheatgrass	Agropyron smithii 'Arriba'	Cool	Sod	110,000	5.5
Total					10.25
Heavy Clay, Rocky Foothill Seed	l Mix	2	10		:
Ephriam crested wheatgrass ^d	Agropyron cristatum 'Ephriam'	Cool	Sod	175,000	1.5
Oahe Intermediate wheatgrass	Agropyron intermedium 'Oahe'	Cool	Sod	115,000	5.5
Vaughn sideoats grama ^e	Bouteloua curtipendula 'Vaughn'	Warm	Sod	19 <mark>1</mark> ,000	2.0
Lincoln smooth brome	Bromus inermis leyss 'Lincoln'	Cool	Sod	130,000	3.0
Arriba western wheatgrass	Agropyron smithii 'Arriba'	Cool	Sod	110,000	5.5
Total					17.5

- doubled if seed is broadcast and should be increased by 50 percent if the seeding is done using a Brillion Drill or is applied through hydraulic seeding. Hydraulic seeding may be substituted for drilling only where slopes are steeper than 3:1. If
- hydraulic seeding is used, hydraulic mulching should be done as a separate operation. See Table TS/PS-3 for seeding dates.
- If site is to be irrigated, the transition turf seed rates should be doubled.
- Crested wheatgrass should not be used on slopes steeper than 6H to 1V.
- Can substitute 0.5 lbs PLS of blue grama for the 2.0 lbs PLS of Vaughn sideoats grama.

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Temporary and Permanent Seeding (TS/PS)

Table TS/PS-3. Seeding Dates for Annual and Perennial Grasses

	(Numbers in	Grasses table reference able TS/PS-1)	Perennial Grasses		
Seeding Dates	Warm	Cool	Warm	Cool	
January 1-March 15			✓	✓	
March 16-April 30	4	1,2,3	✓	✓	
May 1–May 15	4		✓		
May 16–June 30	4,5,6,7				
July 1–July 15	5,6,7				
July 16–August 31					
September 1-September 30		8,9,10,11			
October 1-December 31			✓	✓	

Mulch

TS/PS-6

Cover seeded areas with mulch or an appropriate rolled erosion control product to promote establishment of vegetation. Anchor mulch by crimping, netting or use of a non-toxic tackifier. See the Mulching BMP Fact Sheet for additional guidance.

Maintenance and Removal

Monitor and observe seeded areas to identify areas of poor growth or areas that fail to germinate. Reseed and mulch these areas, as needed.

An area that has been permanently seeded should have a good stand of vegetation within one growing season if irrigated and within three growing seasons without irrigation in Colorado. Reseed portions of the site that fail to germinate or remain bare after the first growing season.

Seeded areas may require irrigation, particularly during extended dry periods. Targeted weed control may also be necessary.

Protect seeded areas from construction equipment and vehicle access.

Urban Drainage and Flood Control District

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SEEDING NOTES:

TS/PS-4

SEEDBED PREPARATION

1. ALL RIPPING AND TILLING OPERATIONS SHALL BE DONE IN A DIRECTION WHICH FOLLOWS THE NATURAL CONTOUR OF THE LAND ON SLOPES OF THREE TO ONE (3:1) OR LESS. SOILS ON SLOPES GREATER THAN THREE TO ONE (3:1) SHALL BE PREPARED FOR PLANTING IN A MANNER SPECIFIED BY ENGINEER. ANY IRREGULARITIES IN THE GROUND SURFACE RESULTING FROM SOIL PREPARATION OPERATIONS SHALL BE CORRECTED AND SLOPED TO DRAIN.

June 2012

2. LIMIT SUBGRADE PREPARATION TO AREAS THAT SHALL BE PLANTED IN THE IMMEDIATE FUTURE.

Urban Drainage and Flood Control District

Urban Storm Drainage Criteria Manual Volume 3

- PRIOR TO SPREADING SALVAGED TOPSOIL AND SEEDING, THOROUGHLY TILL OR RIP TO A DEPTH OF TWELVE (12) INCHES ALL AREAS COMPACTED BY ACCESS, STAGING, OR CONSTRUCTION TRAFFIC. TILL ALL REMAINING AREAS TO A DEPTH OF SIX (6) INCHES. CHANNEL BOTTOM AREAS ARE TO BE RIPPED TO A DEPTH OF AT LEAST TWELVE (12) INCHES ON APPROXIMATELY TWO- (2-) TO FOUR- (4-) FOOT CENTERS. THE SOILS SHALL BE WORKED UNTIL NO CLODS GREATER THAN TWO (2) INCHES IN DIAMETER REMAIN, UNLESS DIRECTED OTHERWISE BY ENGINEER. REMOVE ROCKS AND OTHER OBJECTS THREE (3) INCHES OR GREATER IN ANY DIMENSION.
- 4. SPREAD TOPSOIL TO DEPTH REQUIRED TO MEET GRADES AND ELEVATIONS SHOWN ON DRAWINGS AFTER LIGHT ROLLING AND NATURAL
- 5. PRIOR TO SEEDING, GRADE THE AREAS TO BE SEEDED TO A SMOOTH, EVEN SURFACE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. SOILS SHALL MEET GRADES AND ELEVATIONS SHOWN ON DRAWINGS AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. LIMIT FINE GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE
- 6. MOISTEN PREPARED AREAS TO BE SEEDED PRIOR TO PLANTING WHEN SOILS ARE DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE SEEDING. DO NOT CREATE MUDDY CONDITIONS. RESTORE PREPARED AREAS IF ERODED OR DISTURBED AFTER FINE GRADING AND BEFORE PLANTING.

DRILL SEEDING:

1. ALL SEED IS TO BE DRILLED ONE-QUARTER (1/4) INCH TO ONE-HALF (1/2) INCH INTO THE SOIL AT THE SPECIFIED PURE LIVE SEED (PLS) PER ACRE RATE WITH A MECHANICAL GRASS DRILL WITH DEPTH BANDS AND AN AGITATOR IN THE SEED BOX. ROWS SHALL BE SPACED NOT MORE THAN SEVEN (7) INCHES APART. CONTRACTOR SHALL DRILL ONE-HALF (1/2) OF THE REQUIRED PLS PER ACRE IN ONE COMPASS DIRECTION, AND THEN DRILL THE REMAINING HALF OF THE REQUIRED PLS PER ACRE IN A DIRECTION NINETY DEGREES (90°) TO THE FIRST HALF.

BROADCAST SEEDING:

- 1. SOME PORTIONS OF PROJECT AREAS MAY BE INACCESSIBLE TO A DRILL. IN THESE AREAS, WHICH SHALL BE AGREED UPON BY CONTRACTOR AND ENGINEER OR PLANT ECOLOGIST, SEED SHALL BE UNIFORMLY BROADCAST AT TWICE THE SPECIFIED PLS PER ACRE AND COVERED WITH SOIL TO A DEPTH OF ONE-QUARTER (1/4) INCH TO ONE-HALF (1/2) INCH BY HAND RAKING OR HARROWING BY SOME OTHER MEANS ACCEPTABLE TO ENGINEER OR PLANT ECOLOGIST.
- 2. BROADCAST SEEDING SHALL BE ACCOMPLISHED USING HAND-OPERATED "CYCLONE-TYPE" SEEDERS OR ROTARY BROADCAST EQUIPMENT ATTACHED TO CONSTRUCTION OR REVEGETATION MACHINERY. ALL MACHINERY SHALL BE EQUIPPED WITH METERING DEVICES. BROADCASTING BY HAND SHALL BE ACCEPTABLE ON SMALL, ISOLATED SITES. PRIOR TO HAND BROADCAST SEEDING, DIVIDE THE SEED REQUIRED INTO TWO PORTIONS. APPLY THE FIRST HALF OF THE SEED AND THEN FOLLOW UP BY APPLYING THE SECOND PORTION TO ENSURE COMPLETE COVERAGE BY SEED. WHEN BROADCAST SEEDING, PASSES SHALL BE MADE OVER EACH SITE TO BE SEEDED IN A MANNER TO ENSURE AN EVEN DISTRIBUTION OF SEED. WHEN USING HOPPER TYPE EQUIPMENT, SEED SHALL BE FREQUENTLY MIXED WITHIN THE HOPPER TO DISCOURAGE SEED SETTLING AND UNEVEN PLANTING DISTRIBUTION OF SPECIES.
- 3. BROADCAST SEEDING SHALL TAKE PLACE IMMEDIATELY FOLLOWING THE COMPLETION OF FINAL SEEDBED PREPARATION TECHNIQUES AND UPON INSPECTION AND APPROVAL OF ENGINEER. BROADCAST SEEDING SHOULD NOT BE CONDUCTED WHEN WIND VELOCITIES WOULD PROHIBIT EVEN SEED DISTRIBUTION.

1. STRAW MULCH SHALL BE APPLIED IMMEDIATELY AFTER SEEDING HAS BEEN COMPLETED WITH A MECHANICAL SPREADER AT A RATE NOT LESS THAN ONE AND ONE-HALF (1-1/2) TONS PER ACRE, AND NOT MORE THAN TWO (2) TONS PER ACRE. STRAW MULCH SHALL THEN BE ANCHORED TO THE SOIL WITH A STANDARD COMMERCIAL CRIMPER WHICH SHALL CRIMP THE FIBER FOUR (4) INCHES OR MORE INTO THE SOIL. FAILURE TO APPLY DESIGNATED MULCH AT THE SPECIFIED RATE MAY RESULT IN THE ENGINEER OR PLANT ECOLOGIST REQUIRING THE CONTRACTOR TO REMOBILIZE AND COMPLETE THE SPECIFIED WORK AT NO ADDITIONAL COST TO THE OWNER

WEED CONTROL

1. WEED CONTROL IS AN IMPORTANT FACTOR FOR GRASS ESTABLISHMENT. TIMELY MOWING OPERATIONS ARE THE MOST SUCCESSFUL METHOD OF CONTROL. MOW AT SIX (6) INCHES WITH A FLAIL TYPE MOWER. NO MOWING FOR THE FIRST SIX (6) WEEKS AFTER SEEDS SPROUT; MOW WEEDS BEFORE ANNUAL SEED SET. IT SHALL BE NECESSARY TO MOW SEVERAL TIMES THE FIRST GROWING SEASON, DEPENDING ON WHEN GRASS WAS SEEDED. IT SHALL BE NECESSARY TO MOW IN THE SECOND YEAR. FOR PERENNIAL WEED CONTROL, USE SPOT CHEMICAL SPRAYING OR HAND WEEDING AFTER GRASS PLANTS ARE UP AND FAIRLY MATURE, AT THE MINIMUM, PAST THE THREE (3) TO FIVE (5) LEAF

ESTABLISHMENT TIME AND ACCEPTANCE

- 1. FOR BOTH NATIVE AND NATURALIZED GRASS SEED SPECIES, GERMINATION SHOULD START WITHIN THREE (3) TO SIX (6) WEEKS. DEPENDING ON PLANTING TIME, AVAILABLE MOISTURE AND SUCCESS OF WEED CONTROL, FULL ESTABLISHMENT AND INITIAL ACCEPTANCE OF IRRIGATED SEED CAN TAKE A MINIMUM OF ONE (1) FULL GROWING SEASON, BUT USUALLY TAKES LONGER. FULL ESTABLISHMENT OF NON-IRRIGATED SEED CAN TAKE THREE (3) TO FIVE (5) YEARS OR MORE. HIGHER SEED RATES, SHALLOW DRILLING OF NO GREATER THAN ½", AND NARROW (2-4") SEEDER ROW SPACING HAVE PROVEN TO BE CRITICAL IN OBTAINING RAPID ESTABLISHMENT.
- 2. SEEDED AREAS WILL NOT BE ACCEPTED UNTIL THE STAND OF GRASS DISPLAYS UNIFORM COVERAGE OF THE SEED MIX PLANTED, WITH ALL SPECIES OF THE MIX BEING WELL REPRESENTED, AND MINIMAL WEEDS ARE PRESENT, AS DETERMINED BY THE SENIOR LANDSCAPE

CLEANING

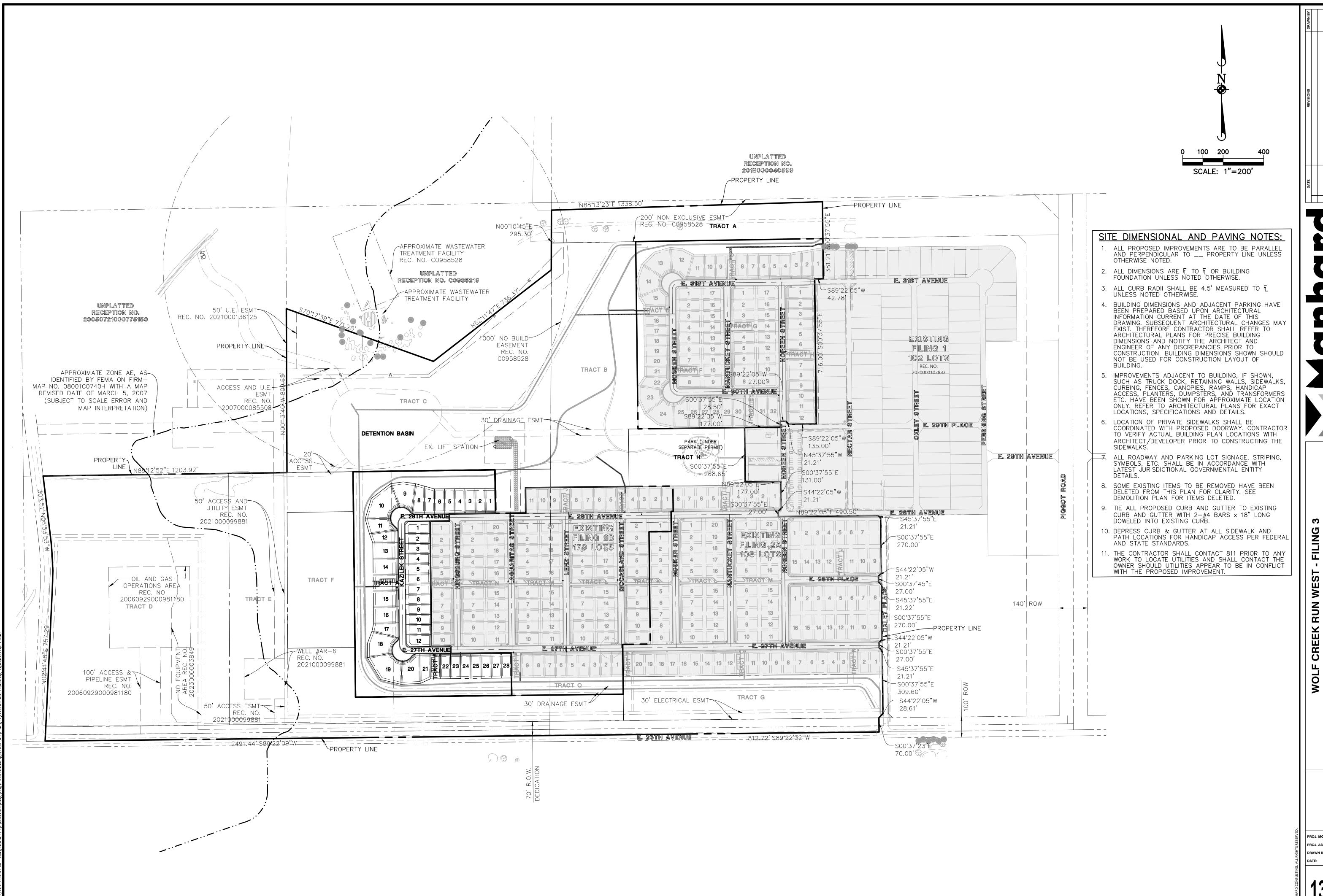
1. ALL WORK SITES SHALL BE KEPT CLEAN AND FREE FROM ALL DEBRIS. AT THE CONCLUSION OF WORK AT ANY SITE, CONTRACTOR SHALL REMOVE AND HAUL FROM THE SITE ALL EXCESS MATERIALS, DEBRIS, AND EQUIPMENT. ANY DAMAGE (FOR EXAMPLE, DAMAGED FENCING, DAMAGED ROAD SURFACES, EXCESSIVE TIRE FURROWS, MUD TRACKED ONTO PAVEMENT) RESULTING FROM CONTRACTOR'S ACTIVITIES SHALL BE REPAIRED BY CONTRACTOR TO ENGINEER'S SATISFACTION AT NO EXPENSE TO OWNER.

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PROJ. MGR.: <u>JAR</u> PROJ. ASSOC.: DSS 03/07/2025

ADAMS

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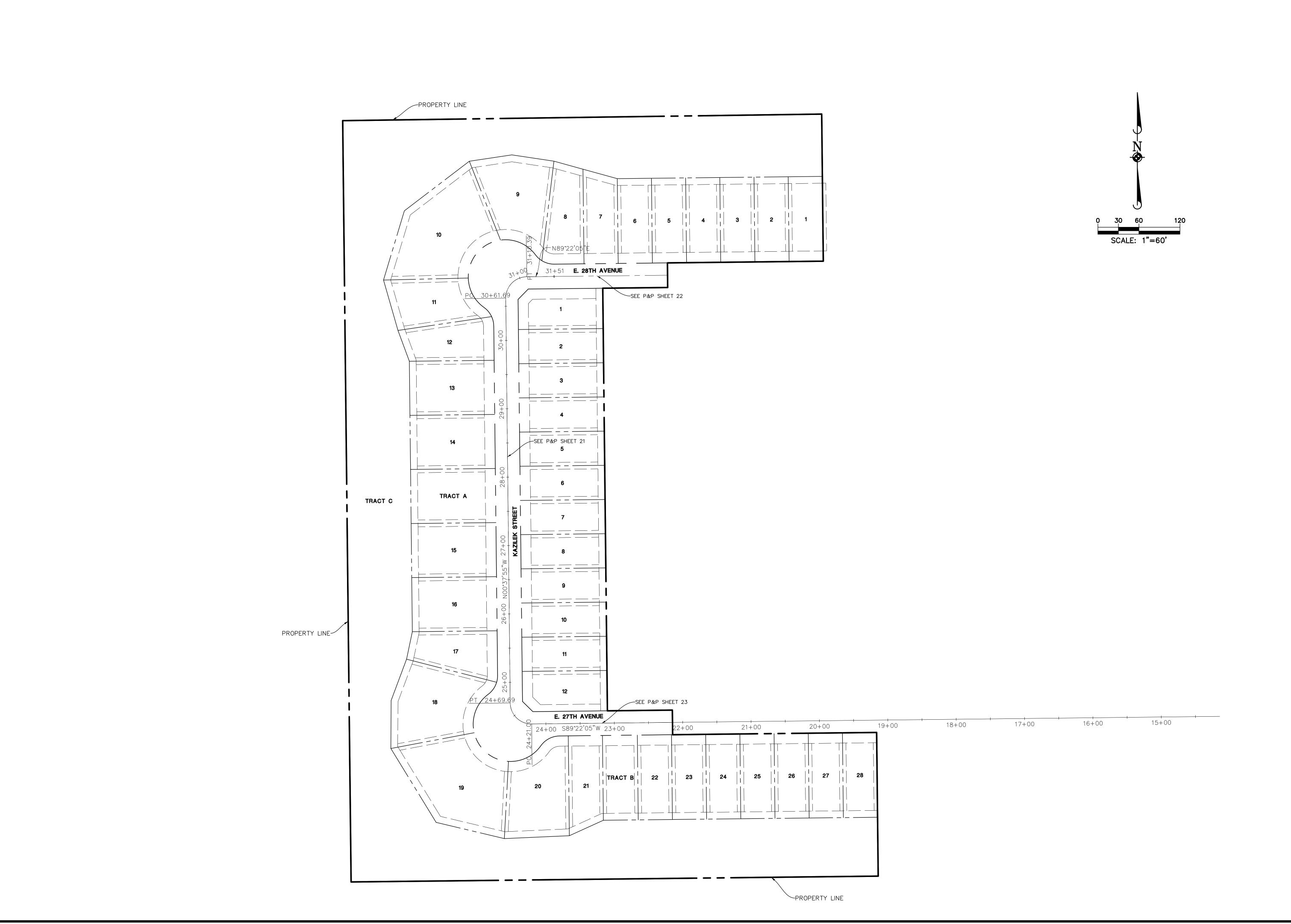
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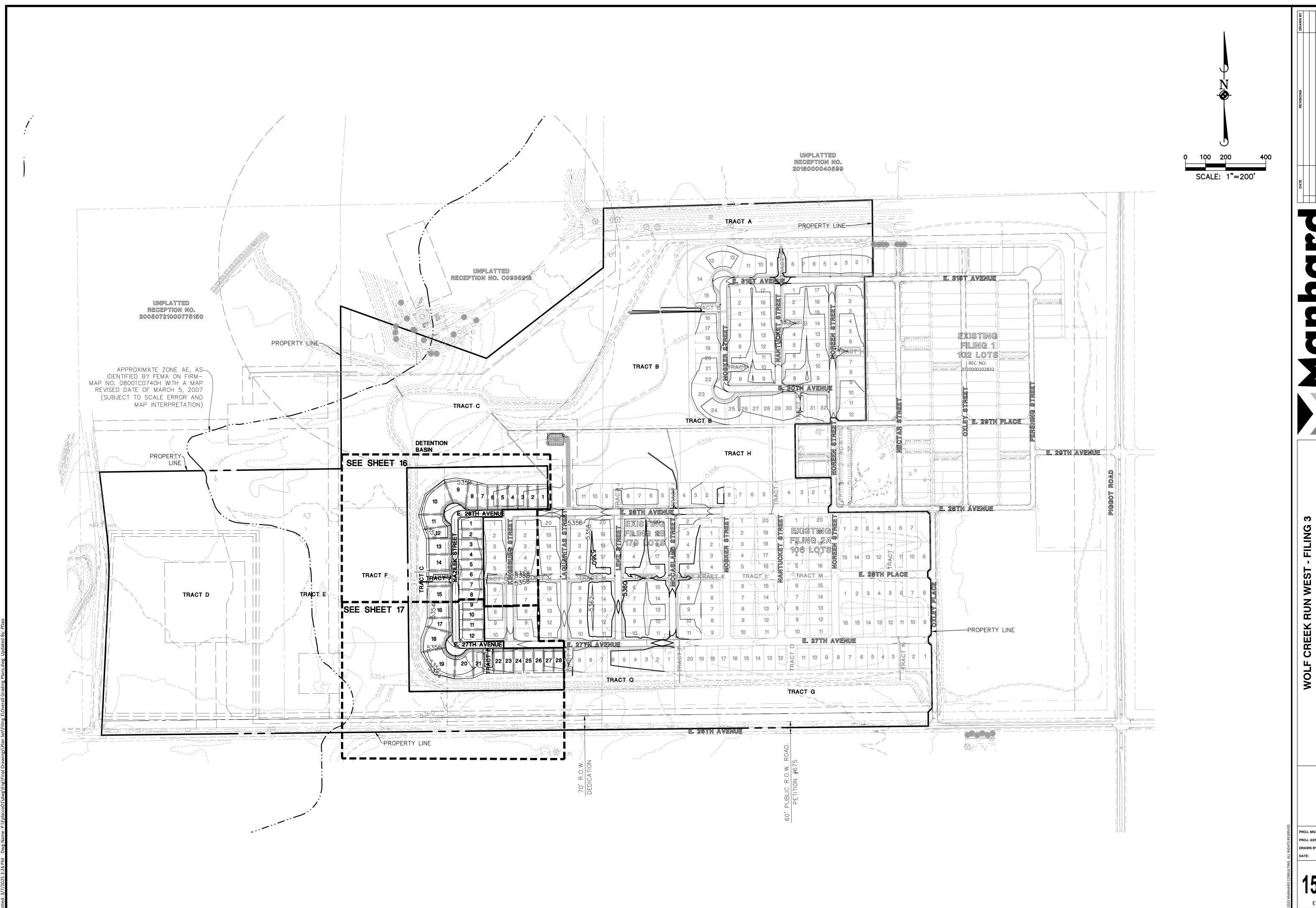


3 WOLF CREEK RUN WEST - FILING ADAMS COUNTY, COLORADO LAYOUT

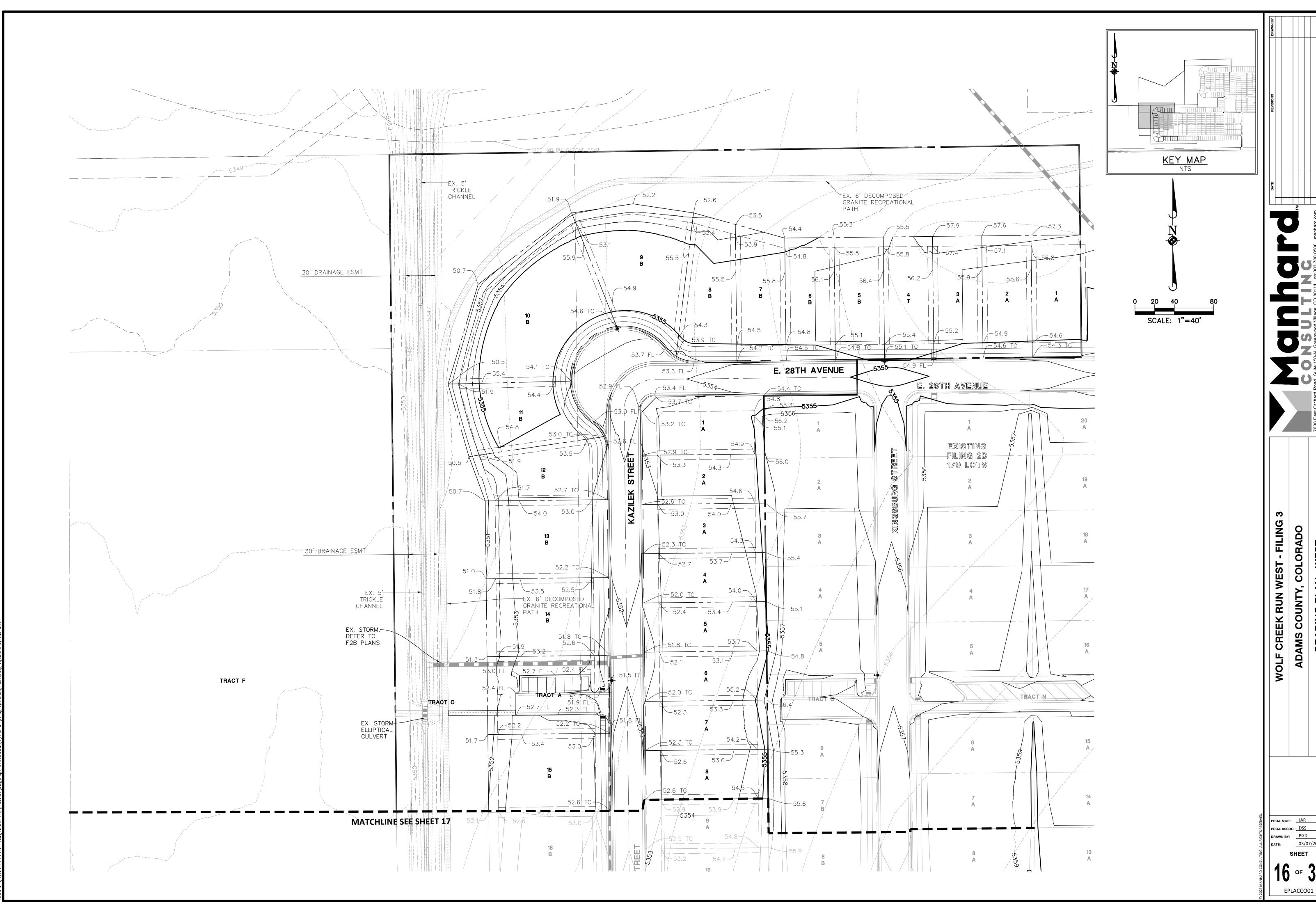
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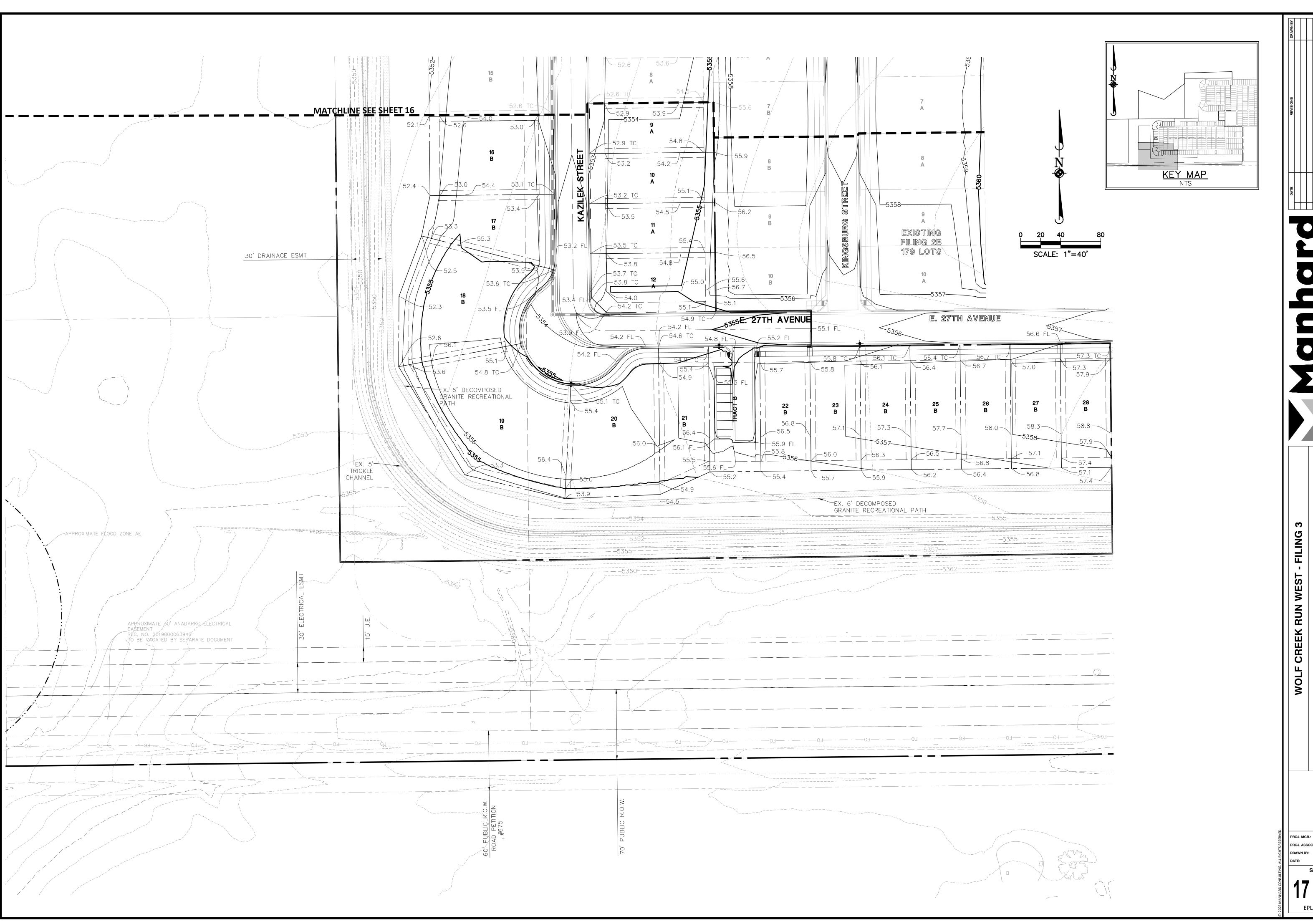


ADAMS COUNTY, COLORADO



ADAMS COUNTY, COLORADO

GRADING PLAN -



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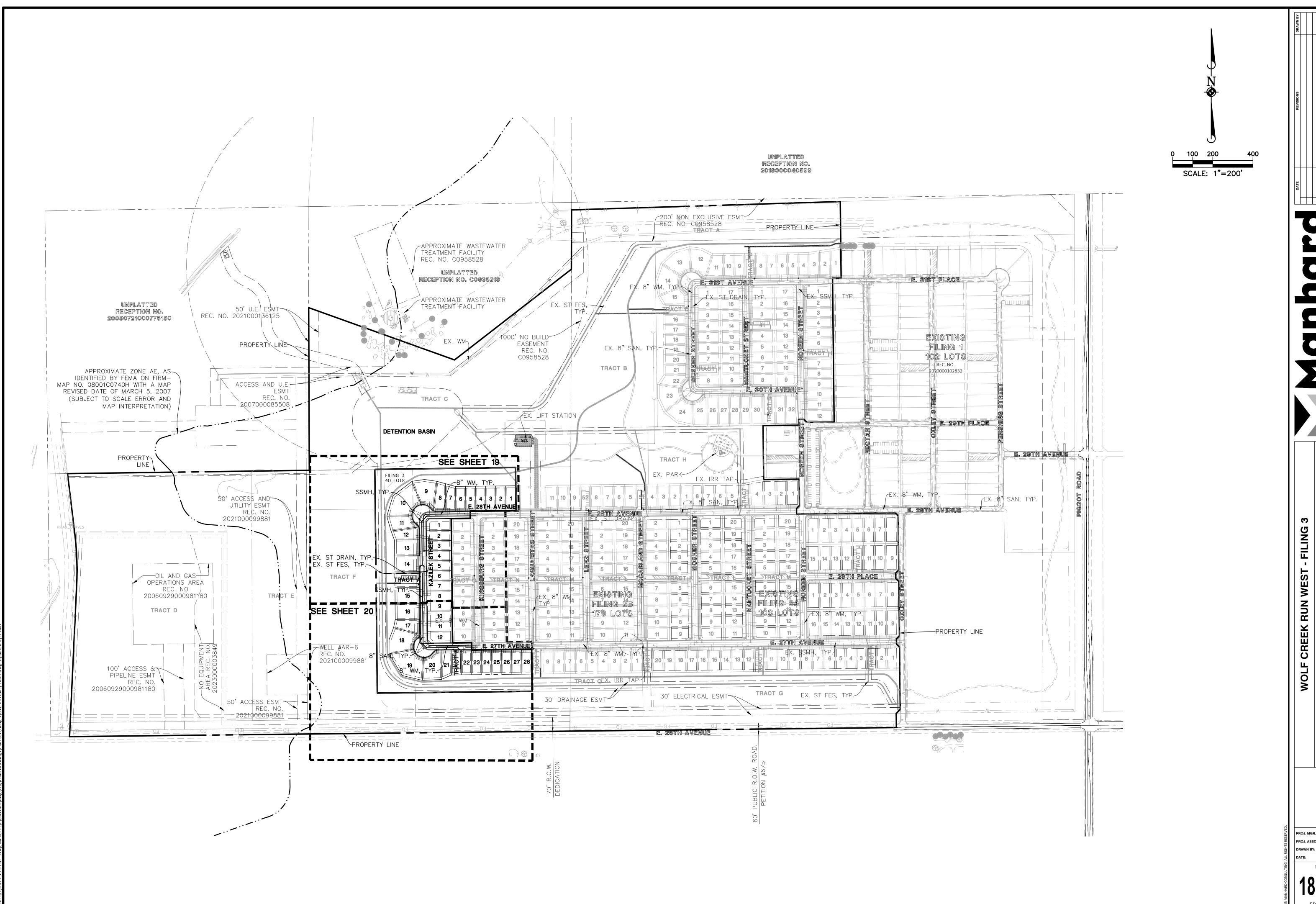
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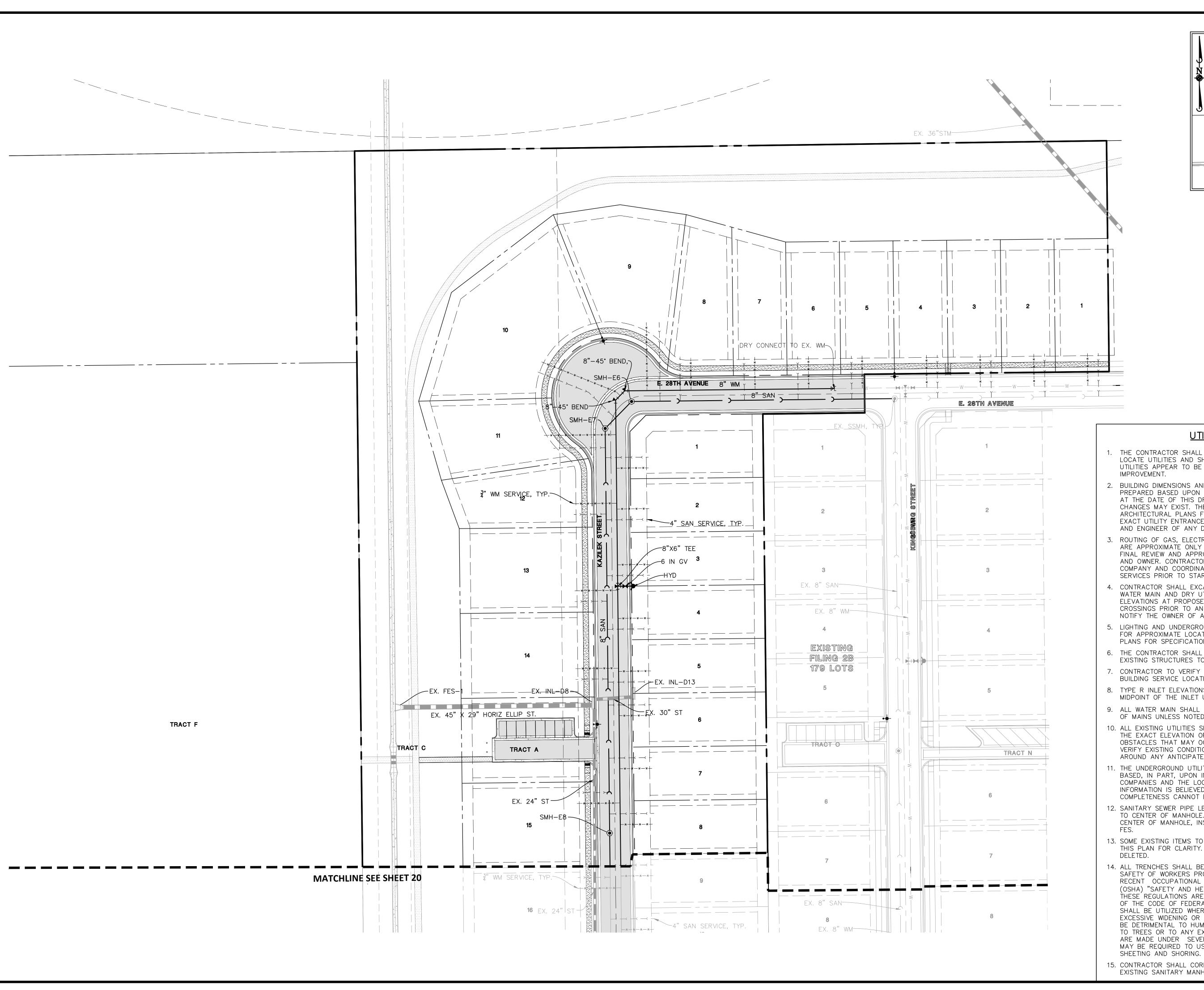
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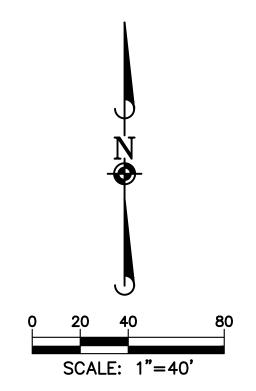
COLORADO

ADAMS COUNTY,



KEY MAP

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UTILITY NOTES

- 1. THE CONTRACTOR SHALL CONTACT 811 PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED
- 2. BUILDING DIMENSIONS AND ADJACENT UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- 3. ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES IF SHOWN ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO START OF CONSTRUCTION.
- 4. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER, WATER MAIN AND DRY UTILITY LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONNECTION AND CROSSINGS PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
- 5. LIGHTING AND UNDERGROUND CABLE IF SHOWN ON PLANS ARE FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR SPECIFICATIONS AND DETAILS.
- 6. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO PROPOSED FINISH GRADES.
- 7. CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATION OF ALL BUILDING SERVICE LOCATIONS WITH ARCHITECTURAL PLANS.
- 8. TYPE R INLET ELEVATIONS ARE TO TOP OF CURB AT THE MIDPOINT OF THE INLET UNLESS OTHERWISE NOTED.
- 9. ALL WATER MAIN SHALL BE 45 BELOW FINISHED GRADE TO TOP OF MAINS UNLESS NOTED OTHERWISE.
- 10. ALL EXISTING UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT ELEVATION OR LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES.
- 11. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HERE ON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED.
- 12. SANITARY SEWER PIPE LENGTHS SHOWN ARE CENTER OF MANHOLE TO CENTER OF MANHOLE. STORM SEWER PIPE LENGTHS ARE TO CENTER OF MANHOLE, INSIDE FACE OF INLET WALLS OR END OF
- 13. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.
- 14. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, TO TREES OR TO ANY EXISTING STRUCTURE WHERE EXCAVATIONS ARE MADE UNDER SEVERE WATER CONDITIONS. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF
- 15. CONTRACTOR SHALL CORE AND BOOT ALL PIPE ENTRANCES TO EXISTING SANITARY MANHOLES.

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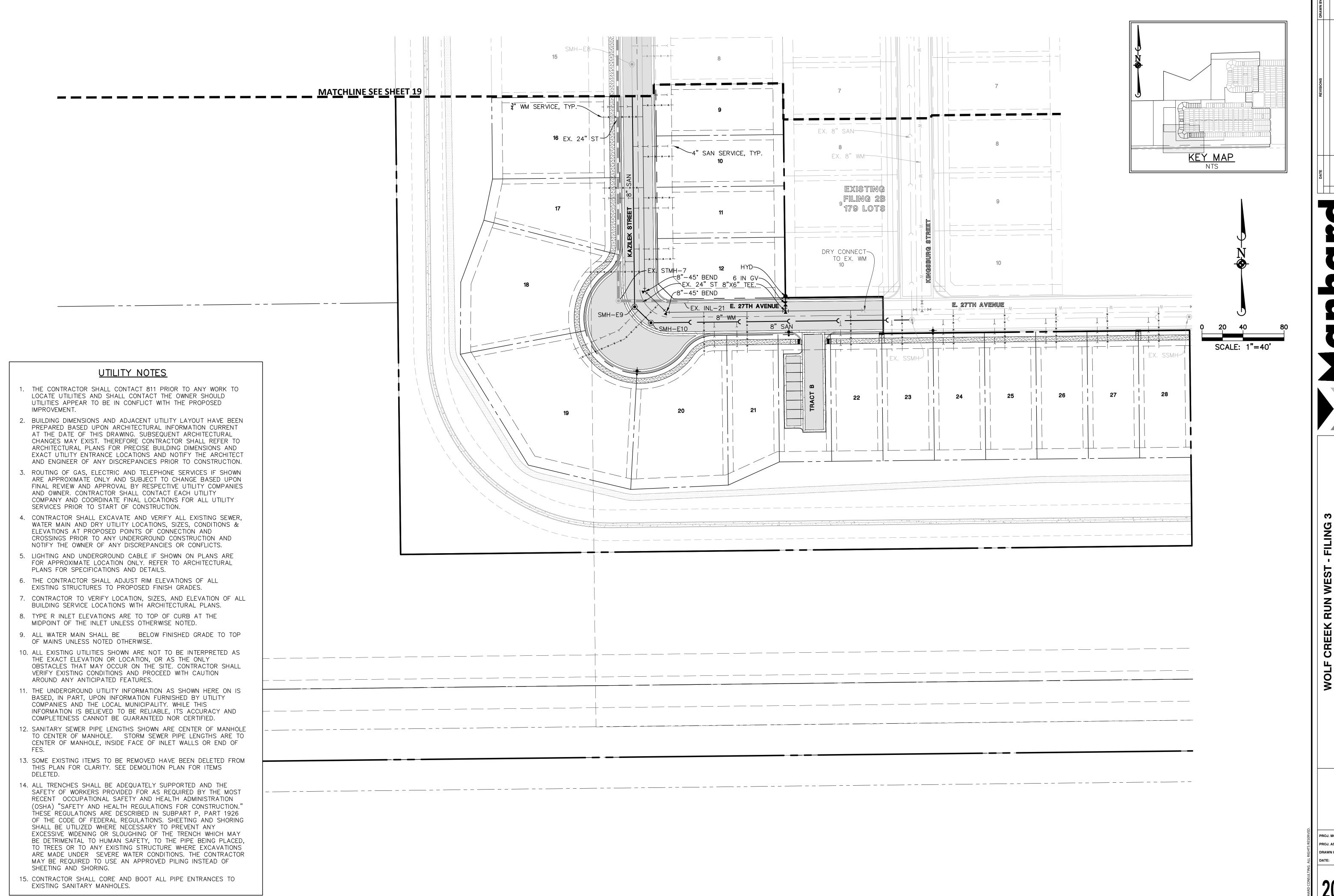
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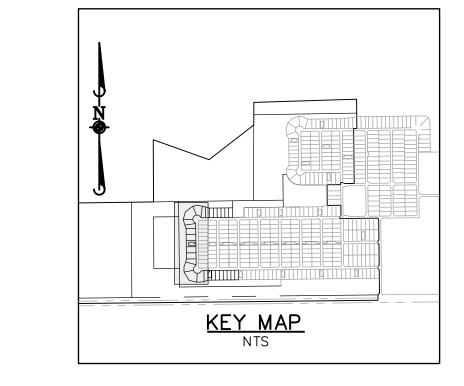
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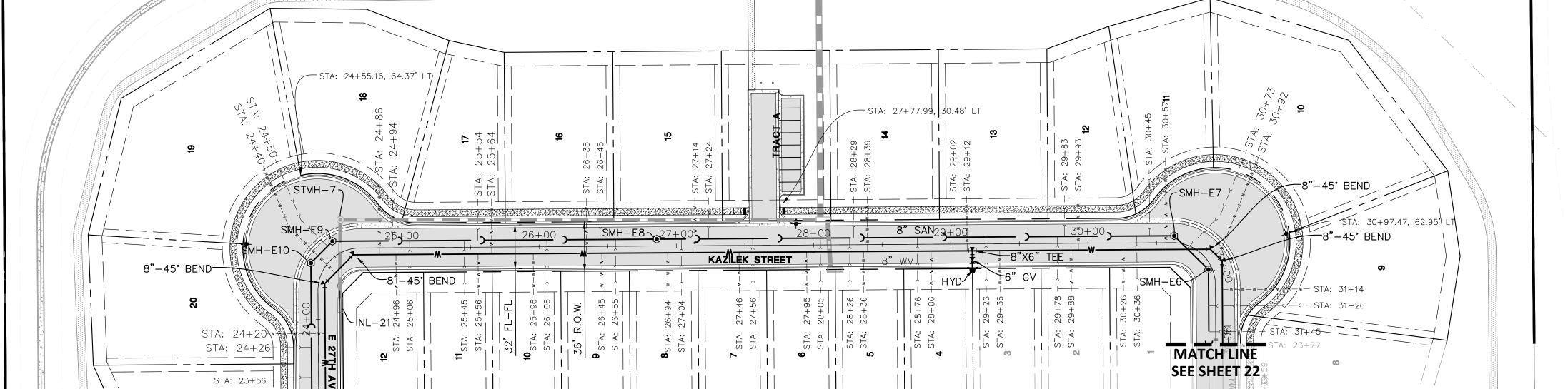
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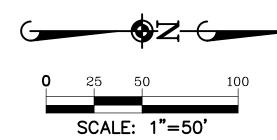
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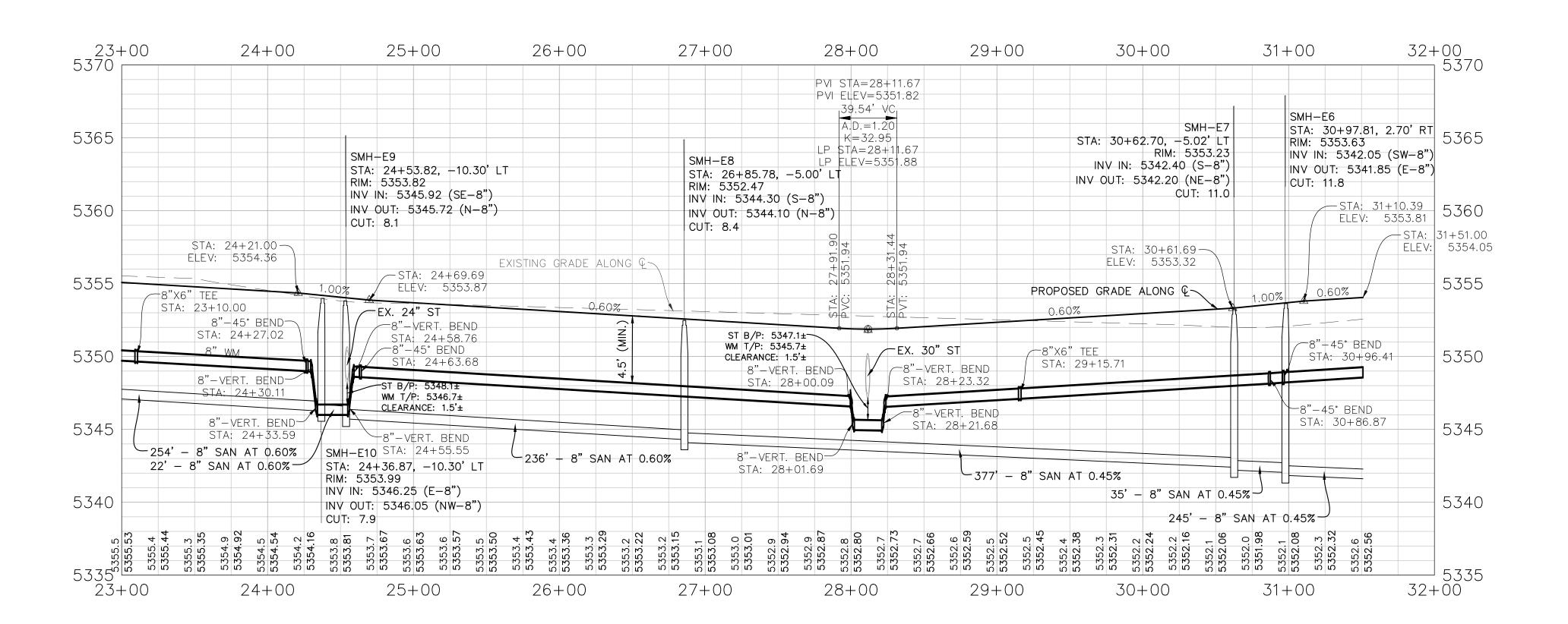






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PROFILE

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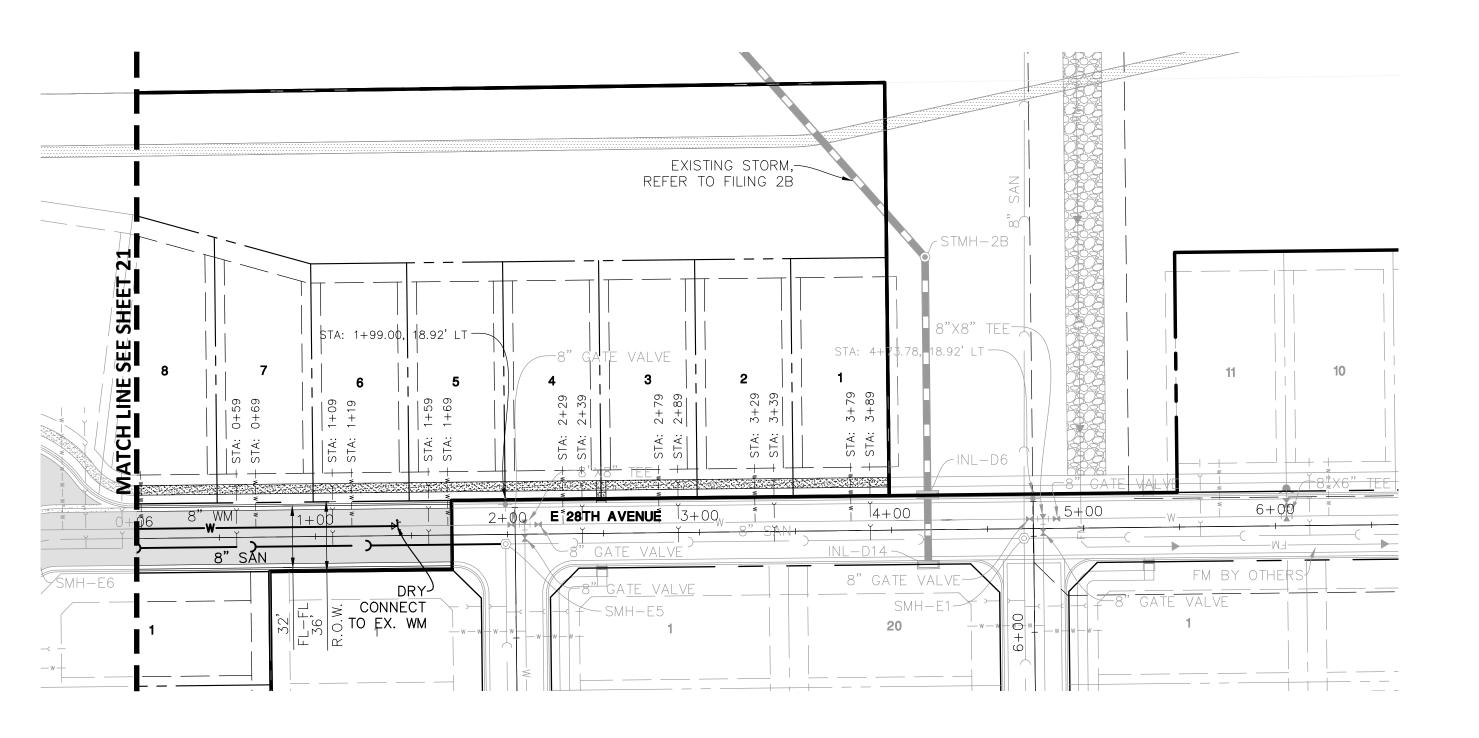
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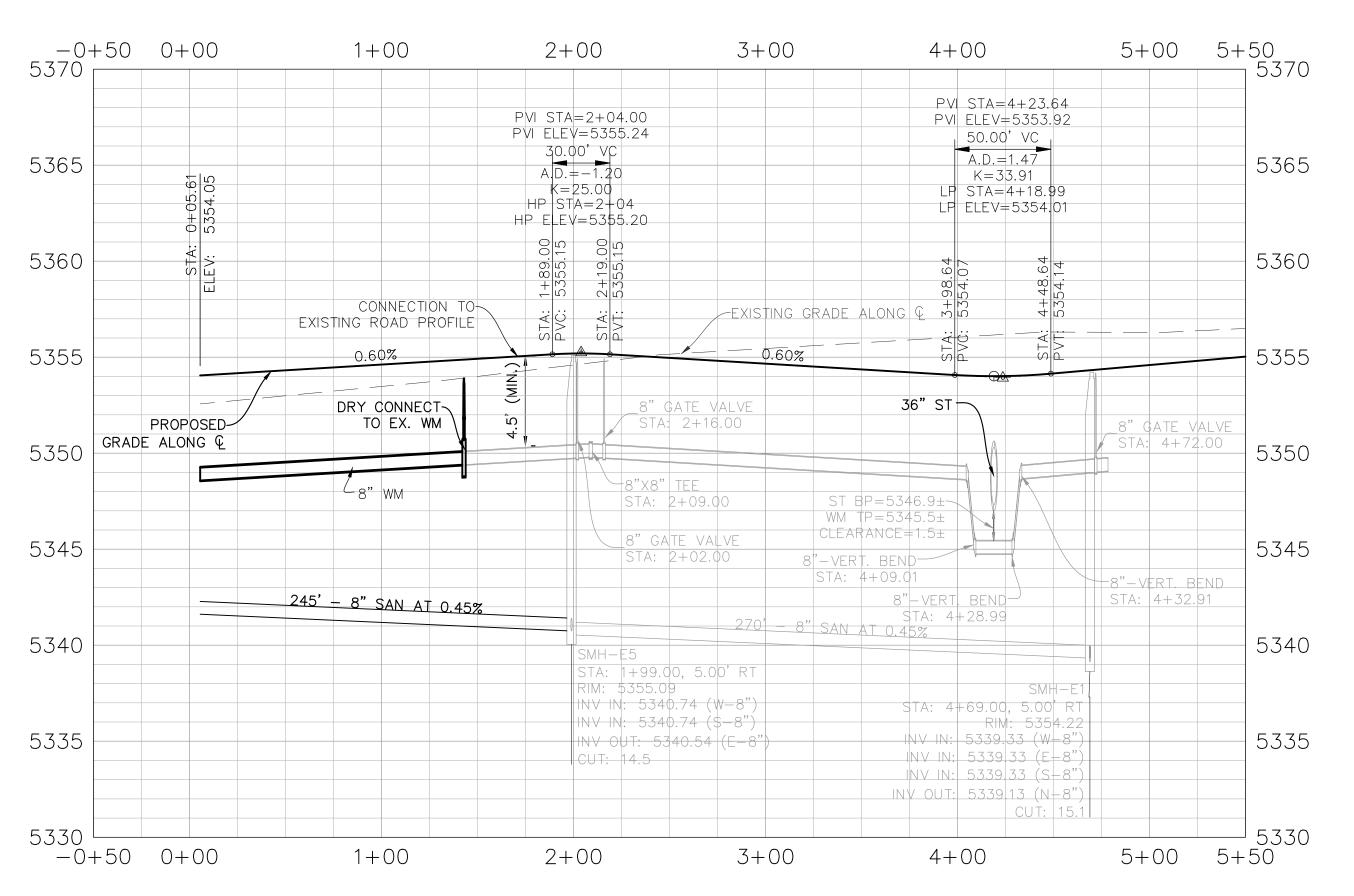
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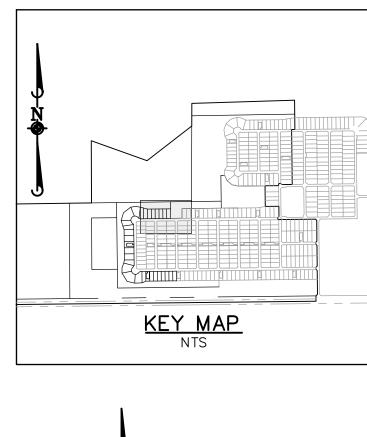
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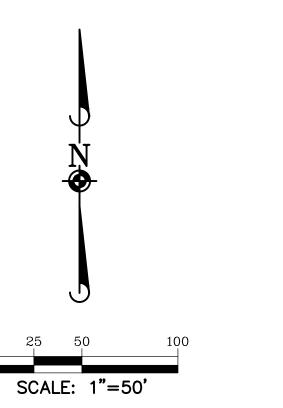
WOLF CREEK RUN WEST - FILING



E 28TH AVENUE







<u>NOTES</u>

- 1. ALL ROADWAY DIMENSIONS ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
- 2. PIPE LENGTHS ARE FROM CENTER OF MANHOLE, INSIDE FACE OF INLET WALLS, OR END OF FLARED END SECTIONS UNLESS OTHERWISE NOTED.
- 3. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SANITARY AND STORM SEWER, WATER MAIN AND DRY UTILITY LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONNECTION AND CROSSINGS PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES OR CONFLICTS.
- 4. CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATION OF ALL BUILDING SERVICE LOCATIONS WITH ARCHITECTURAL PLANS.
- 5. ALL ROAD ELEVATIONS SHOWN IN PROFILE ARE CENTERLINE OF PAVEMENT UNLESS OTHERWISE NOTED.
- 6. ALL STORM SEWER PIPE SHALL BE RCP CLASS iii UNLESS OTHERWISE NOTED.7. ALL ROAD AND STORM CONSTRUCTION TO BE PER ADAMS
- COUNTY STANDARD SPECIFICATIONS.

 8. ALL WATER MAIN SHALL BE 4.5' BELOW FINISHED GRADE
- . ALL WATER MAIN SHALL BE 4.5' BELOW FINISHED GRADE TO TOP OF MAINS UNLESS OTHERWISE NOTED.
- 9. ALL SANITARY SEWER LENGTHS SHOWN ARE CENTER OF MANHOLE TO CENTER OF MANHOLE.
- 10. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.
- 11. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, TO TREES OR TO ANY EXISTING STRUCTURE WHERE EXCAVATIONS ARE MADE UNDER SEVERE WATER CONDITIONS. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING.
- 12. ALL SANITARY SEWER MAINS TO BE SDR-35 UNLESS OTHERWISE NOTED.
- 13. ALL WATER MAINS TO BE PVC C900 UNLESS OTHERWISE NOTED.
- 14. ALL SANITARY SERVICES TO BE IN 4" IN DIAMETER
- 15. ALL WATER SERVICES TO BE 3/4 " IN DIAMETER



MOLF CREEK RUN WEST - FILING 3
ADAMS COUNTY, COLORADO
E 28TH AVENUE - PLAN & PROFILE

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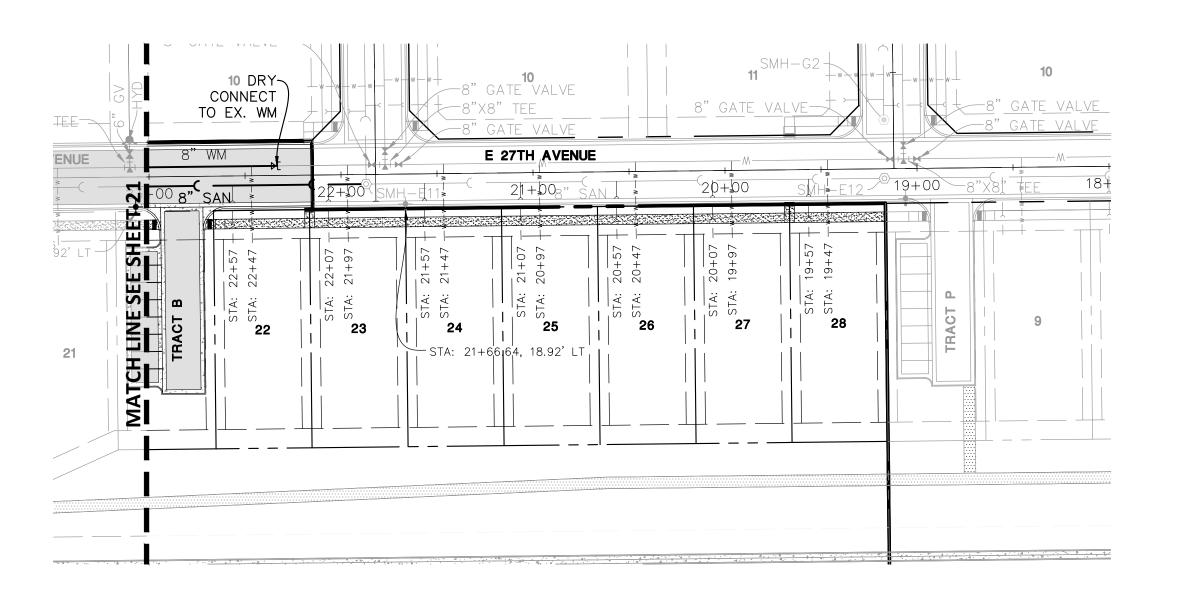
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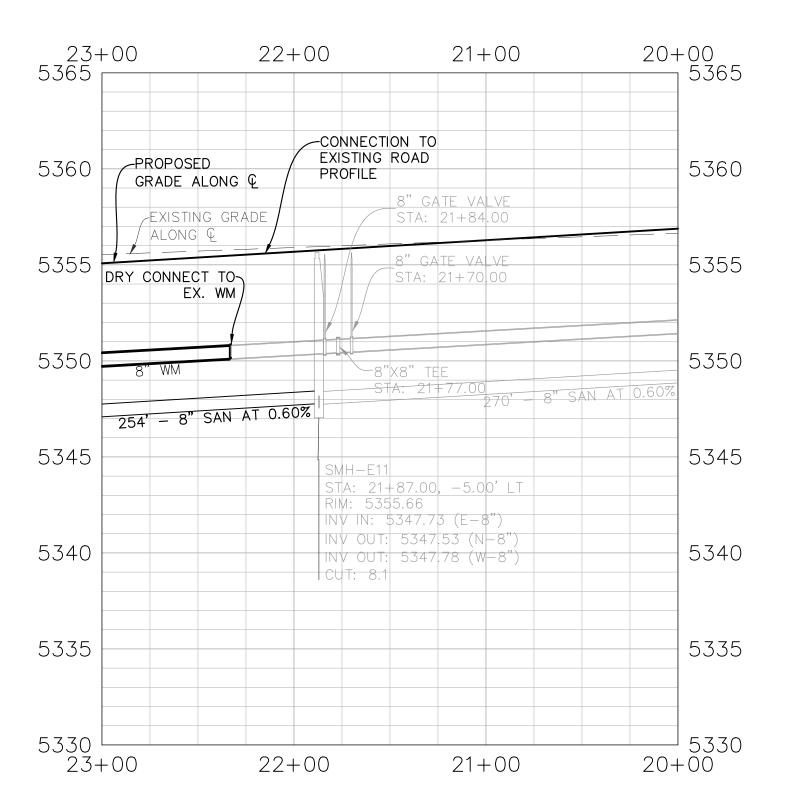
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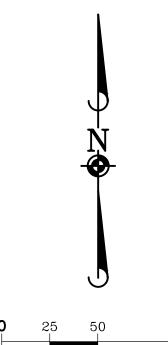
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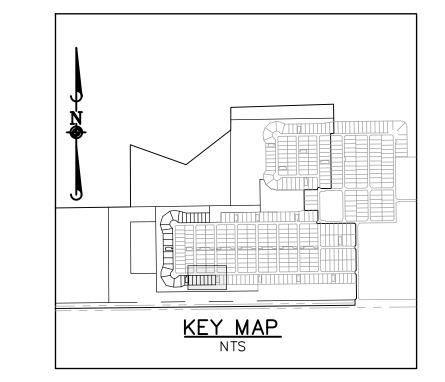


E 27TH AVENUE





SCALE: 1"=50'



- 1. ALL ROADWAY DIMENSIONS ARE TO FLOWLINE UNLESS OTHERWISE NOTED.
- 2. PIPE LENGTHS ARE FROM CENTER OF MANHOLE, INSIDE FACE OF INLET WALLS, OR END OF FLARED END SECTIONS UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SANITARY AND STORM SEWER, WATER MAIN AND DRY UTILITY LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONNECTION AND CROSSINGS PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER AND ENGINEER OF ANY DISCREPANCIES OR CONFLICTS.
- 4. CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATION OF ALL BUILDING SERVICE LOCATIONS WITH ARCHITECTURAL PLANS.
- 5. ALL ROAD ELEVATIONS SHOWN IN PROFILE ARE CENTERLINE OF PAVEMENT UNLESS OTHERWISE NOTED.
- 6. ALL STORM SEWER PIPE SHALL BE RCP CLASS iii UNLESS OTHERWISE NOTED.
- 7. ALL ROAD AND STORM CONSTRUCTION TO BE PER ADAMS COUNTY STANDARD SPECIFICATIONS.
- 8. ALL WATER MAIN SHALL BE 4.5' BELOW FINISHED GRADE TO TOP OF MAINS UNLESS OTHERWISE NOTED.
- 9. ALL SANITARY SEWER LENGTHS SHOWN ARE CENTER OF MANHOLE TO CENTER OF MANHOLE.
- 10. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.
- 11. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, TO TREES OR TO ANY EXISTING STRUCTURE WHERE EXCAVATIONS ARE MADE UNDER SEVERE WATER CONDITIONS. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING.
- 12. ALL SANITARY SEWER MAINS TO BE SDR-35 UNLESS OTHERWISE NOTED.
- 13. ALL WATER MAINS TO BE PVC C900 UNLESS OTHERWISE NOTED.
- 14. ALL SANITARY SERVICES TO BE IN 4" IN DIAMETER
- 15. ALL WATER SERVICES TO BE 3/4 " IN DIAMETER

PLAN AND PROFILE WOLF CREEK RUN WEST - FILING 3

ADAMS COUNTY, COLORADO **27TH**

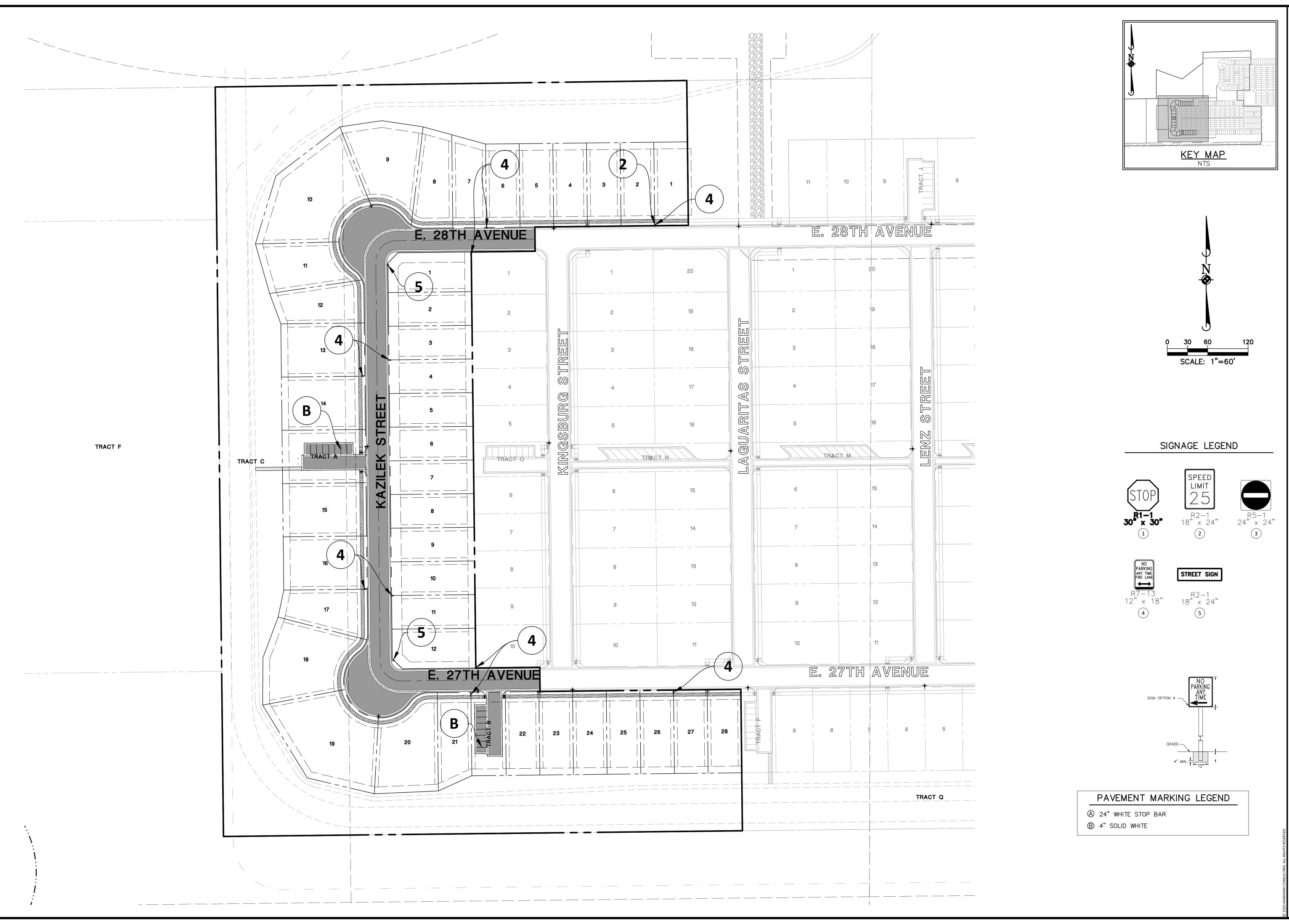
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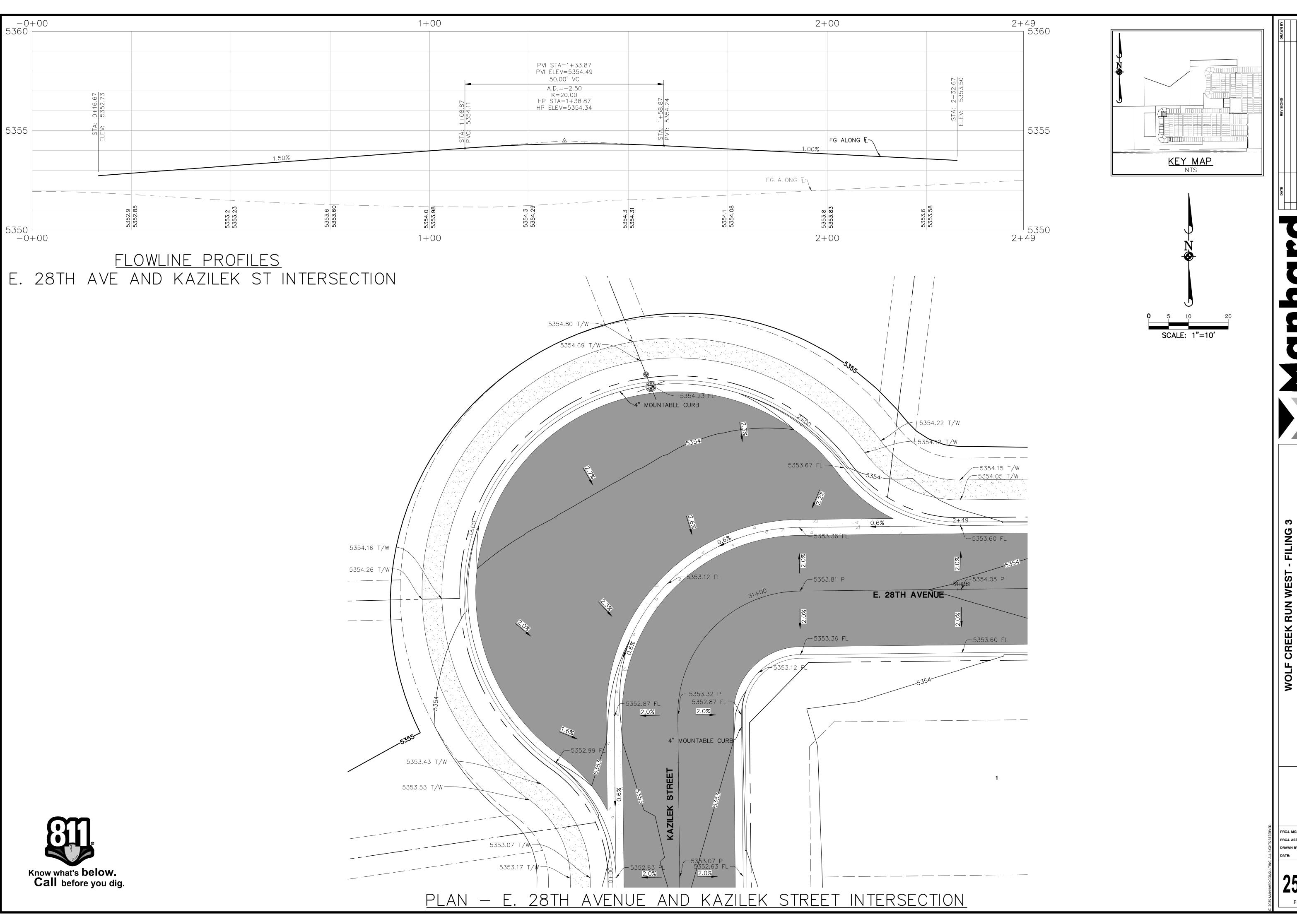
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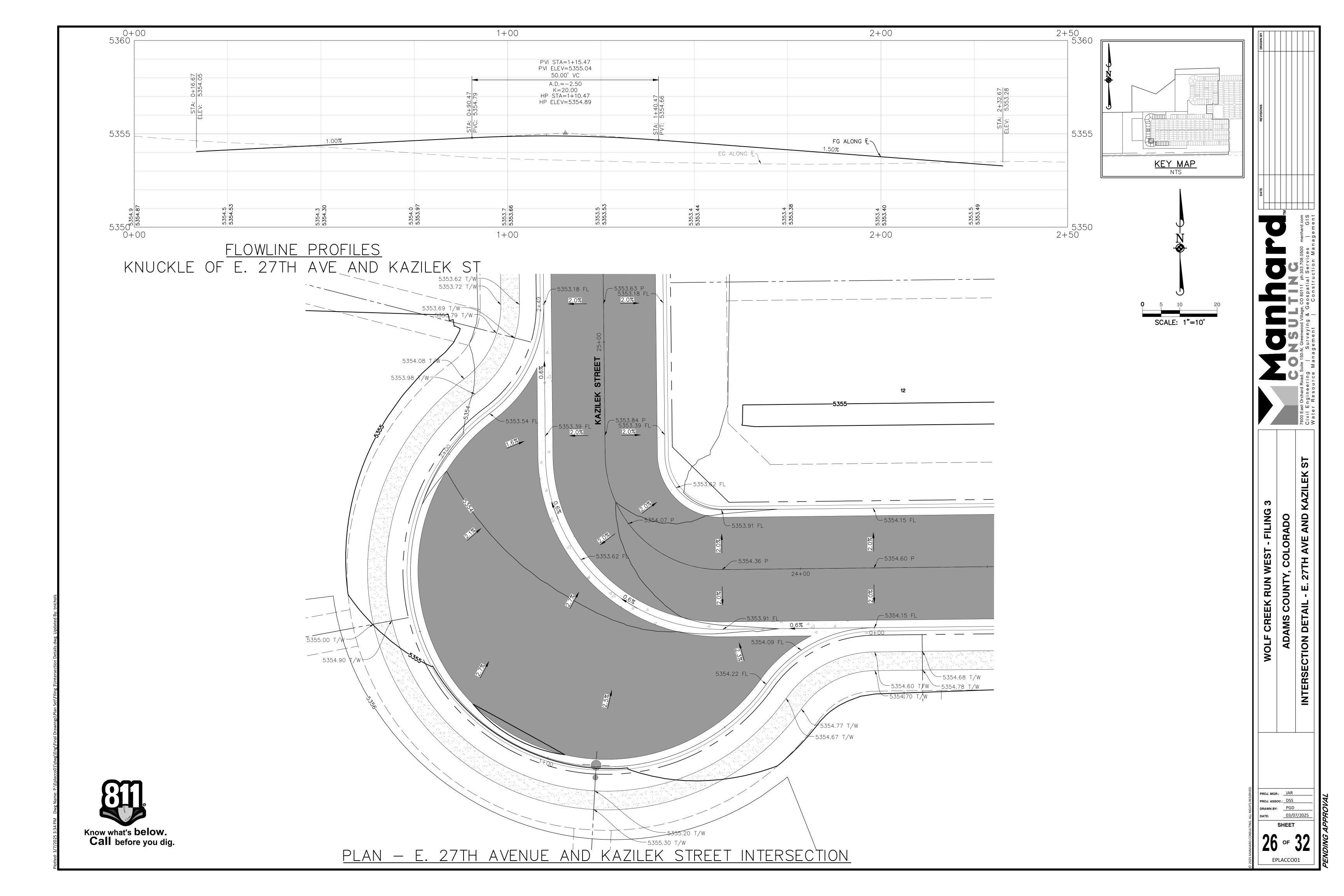
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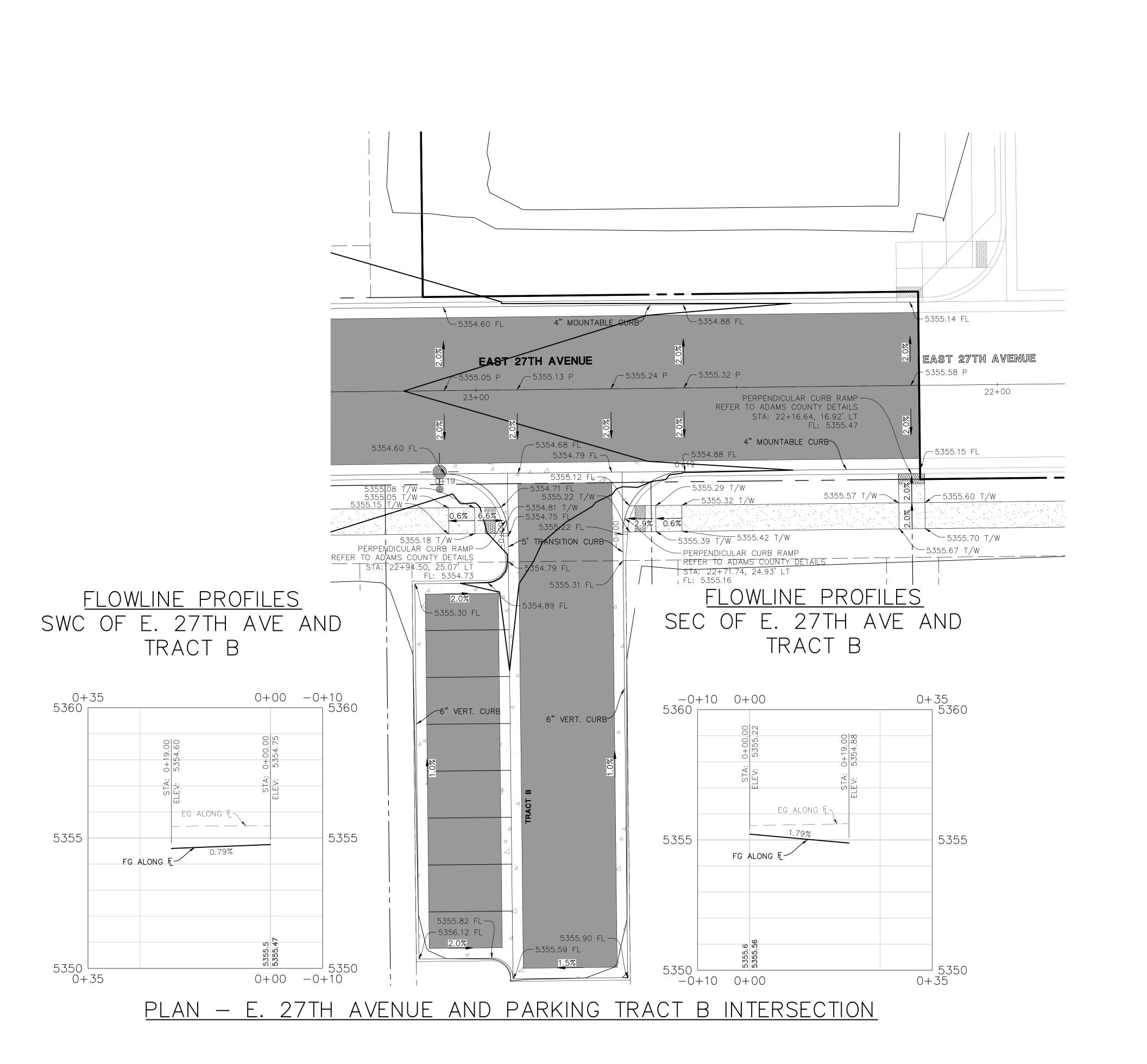
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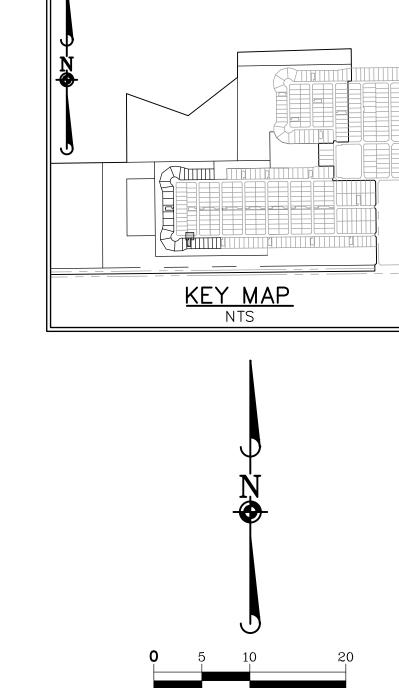
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SCALE: 1"=10'

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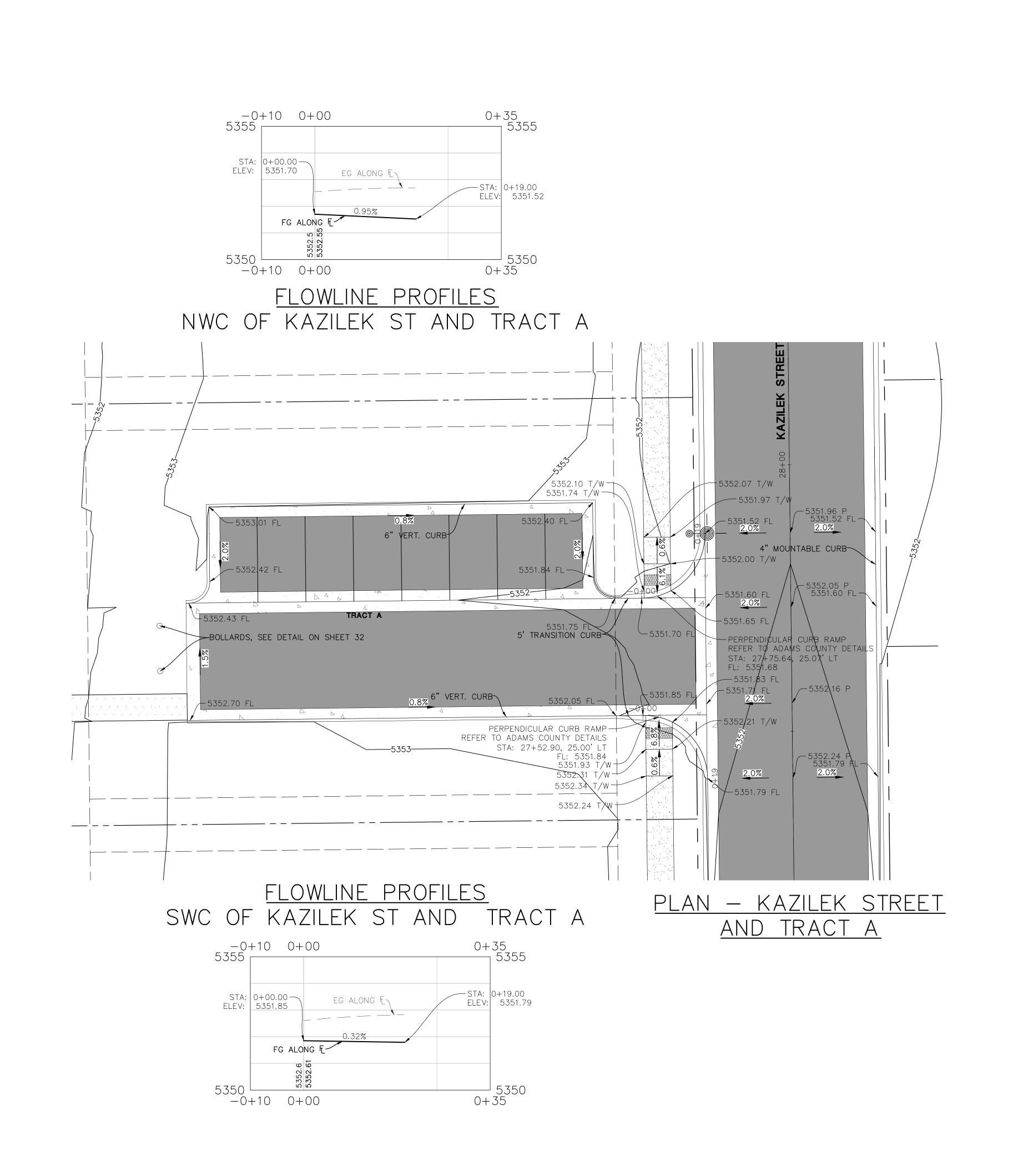
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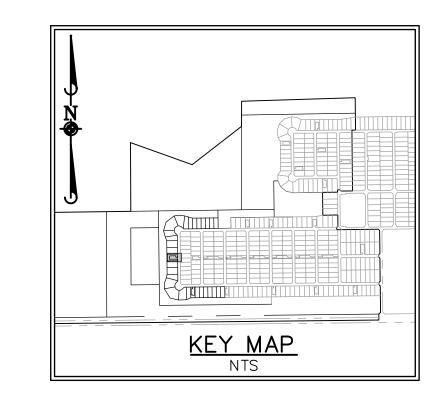
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ADAMS COUNTY, COLORADO

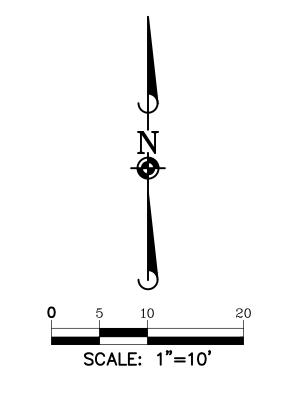
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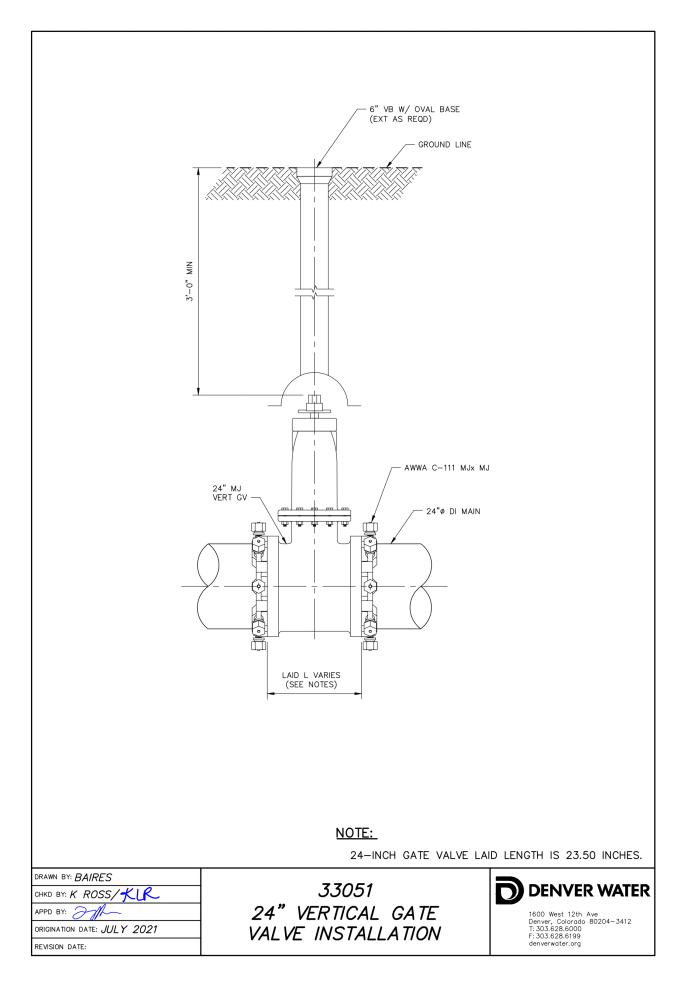


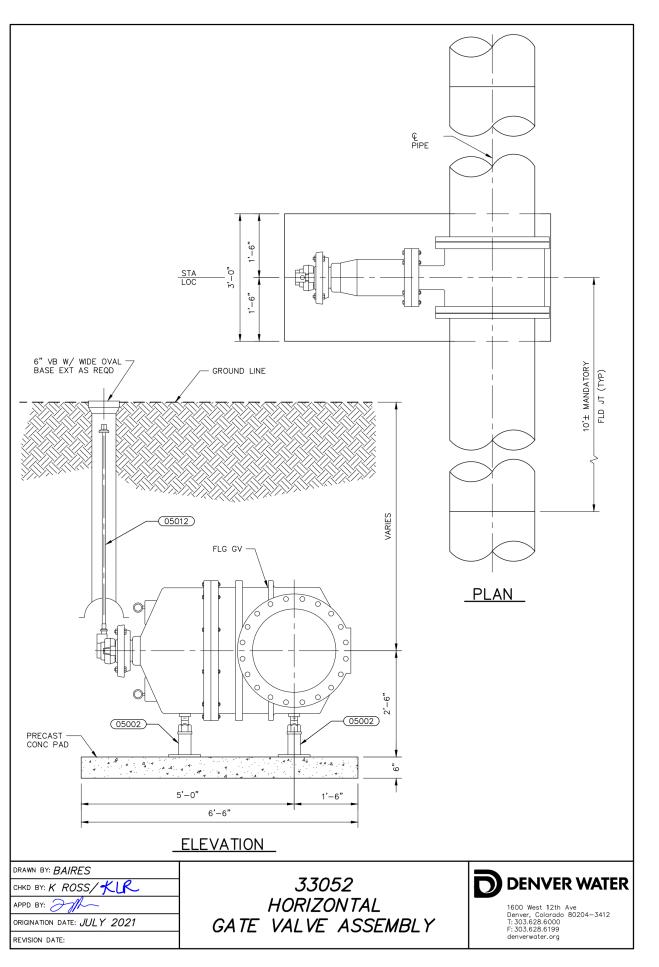


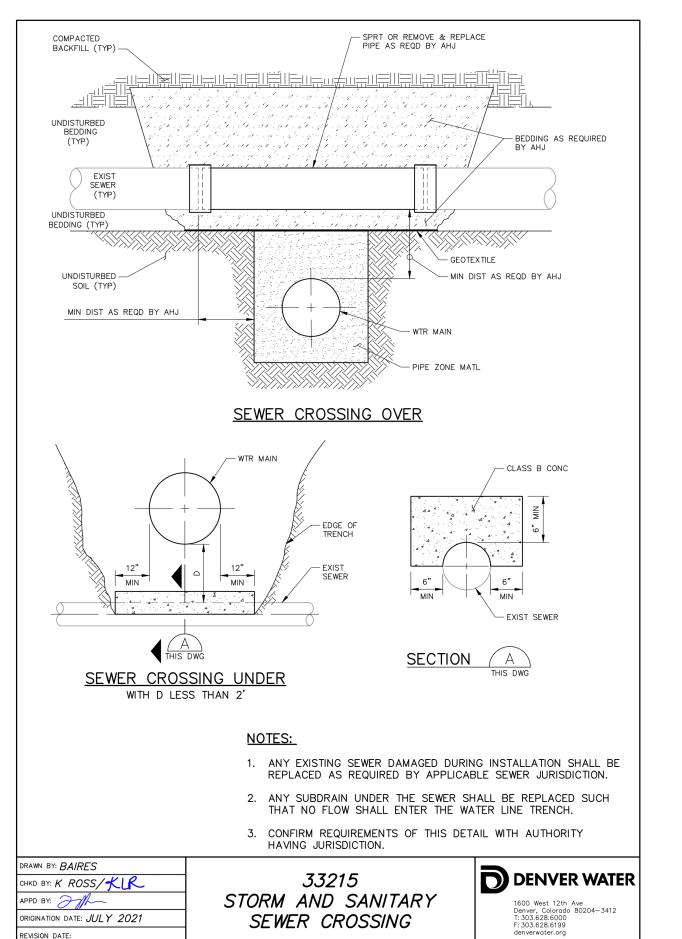


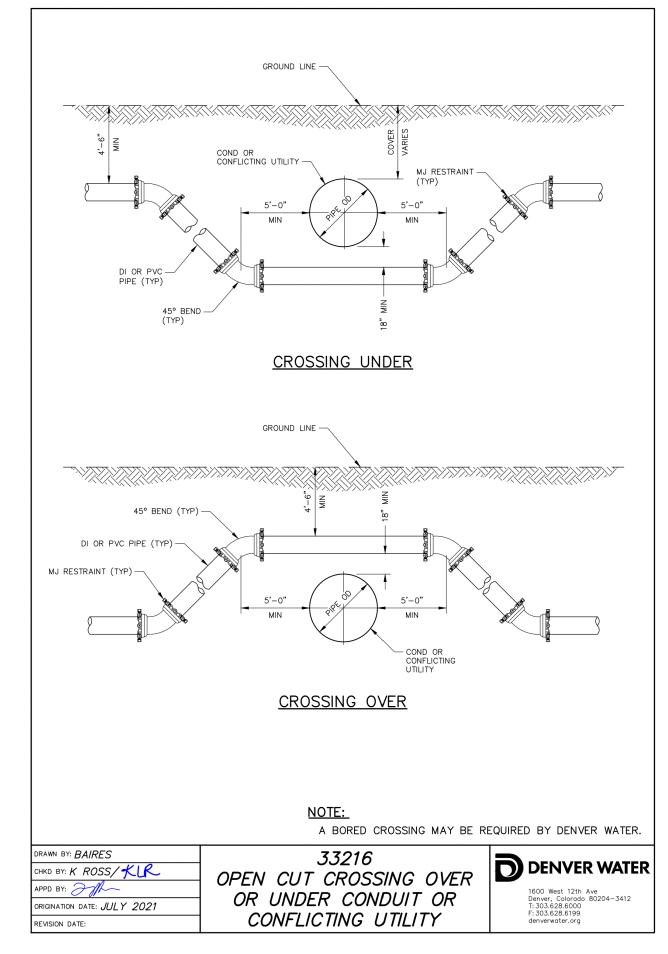
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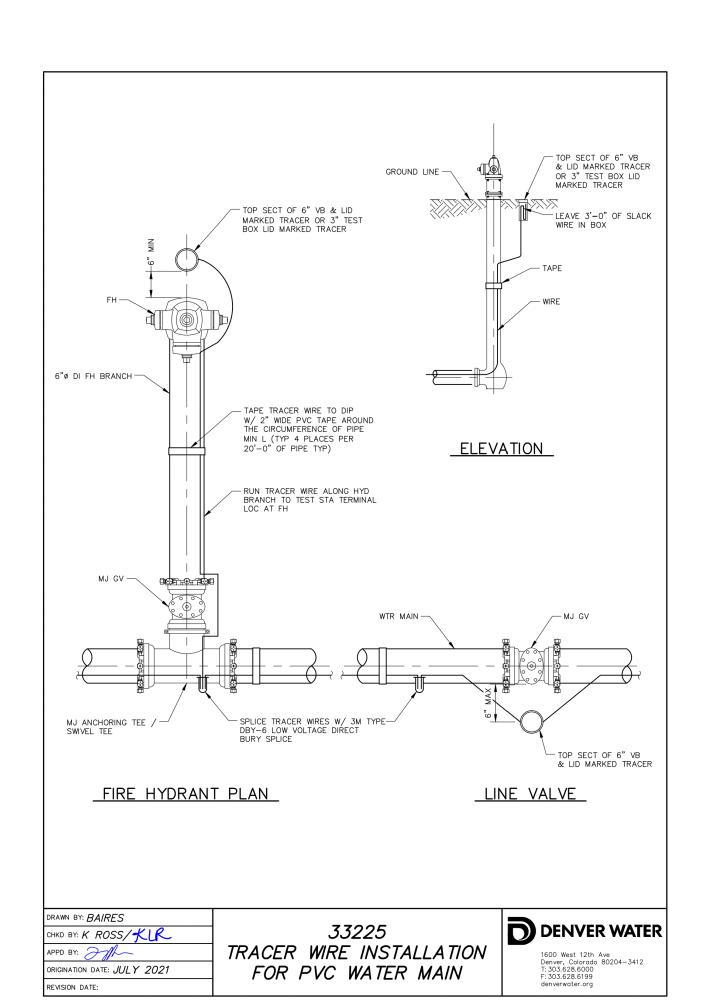


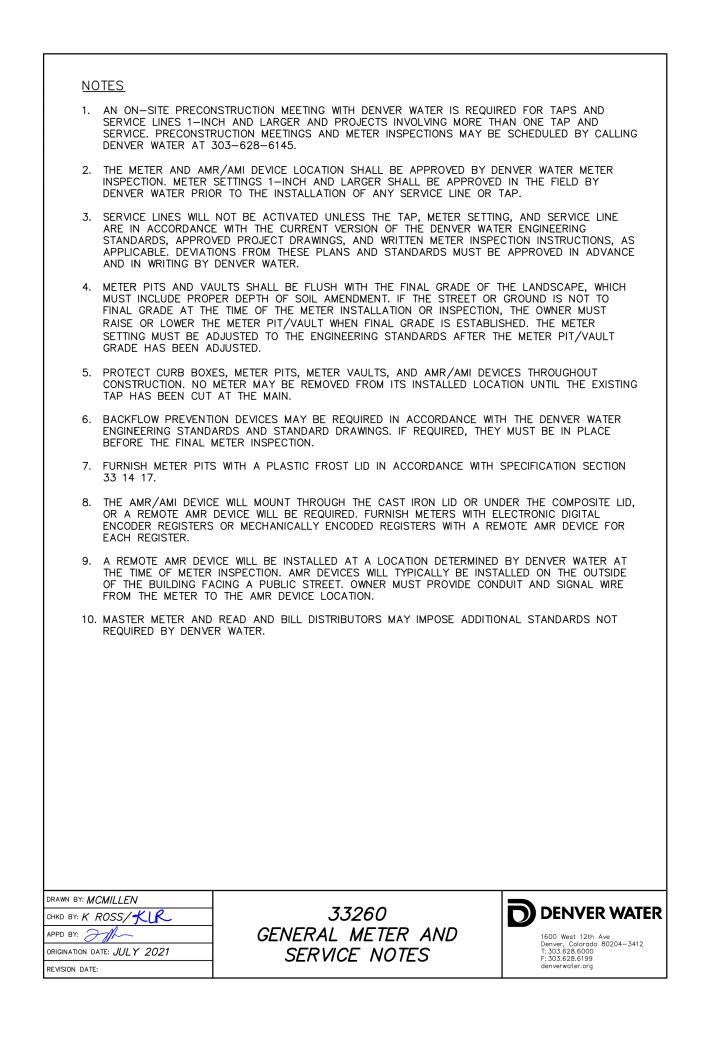


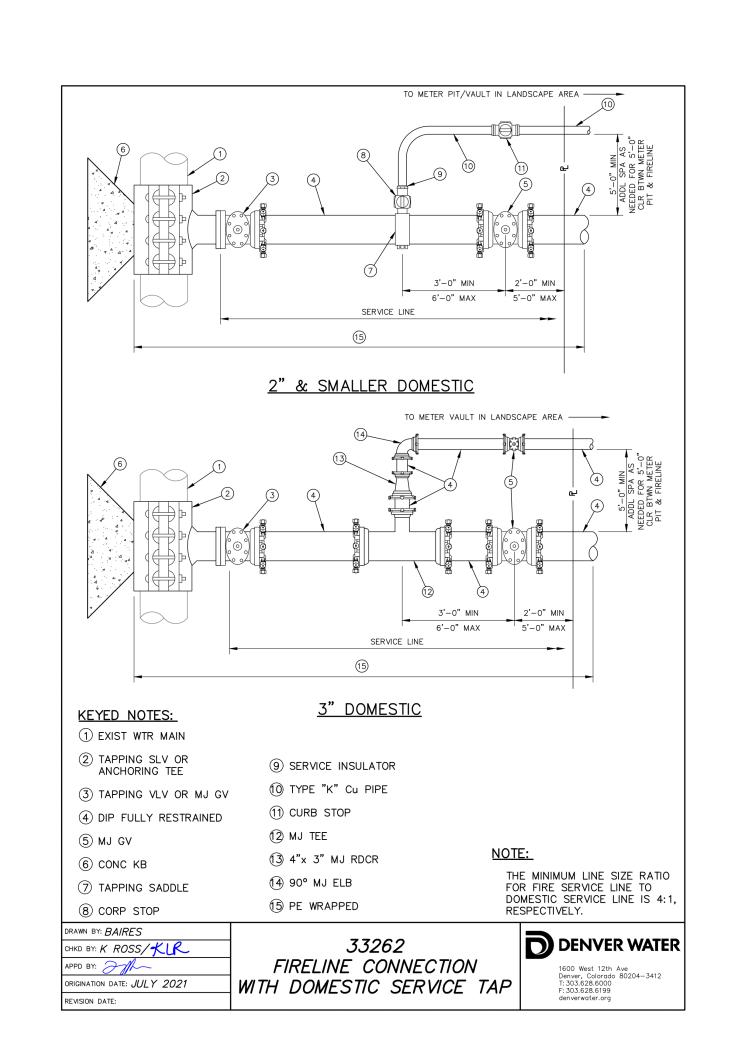


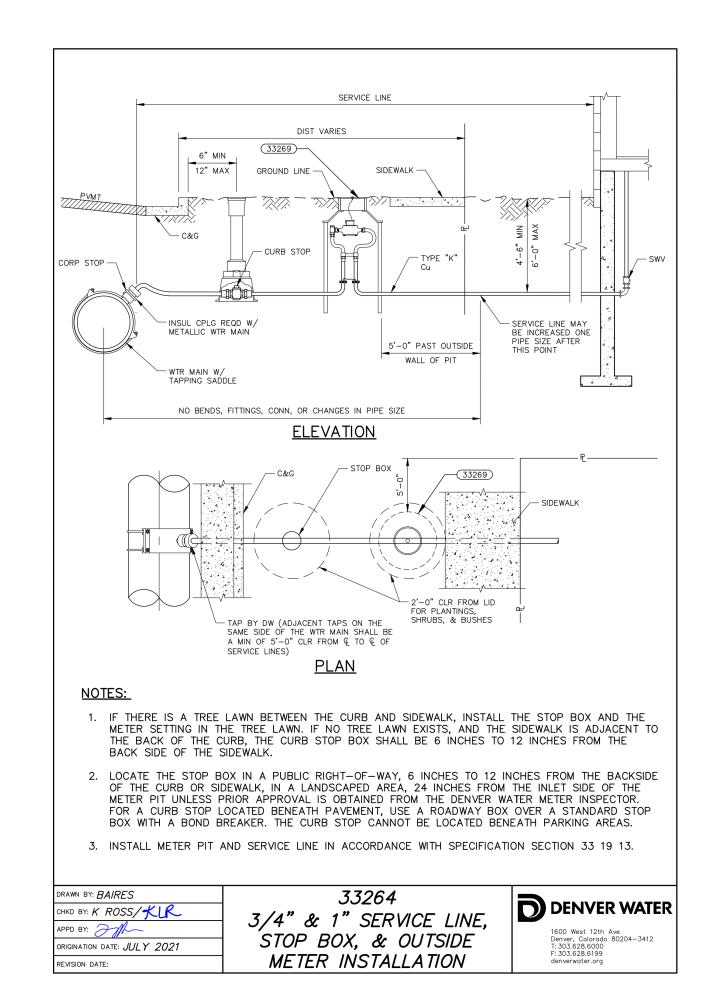


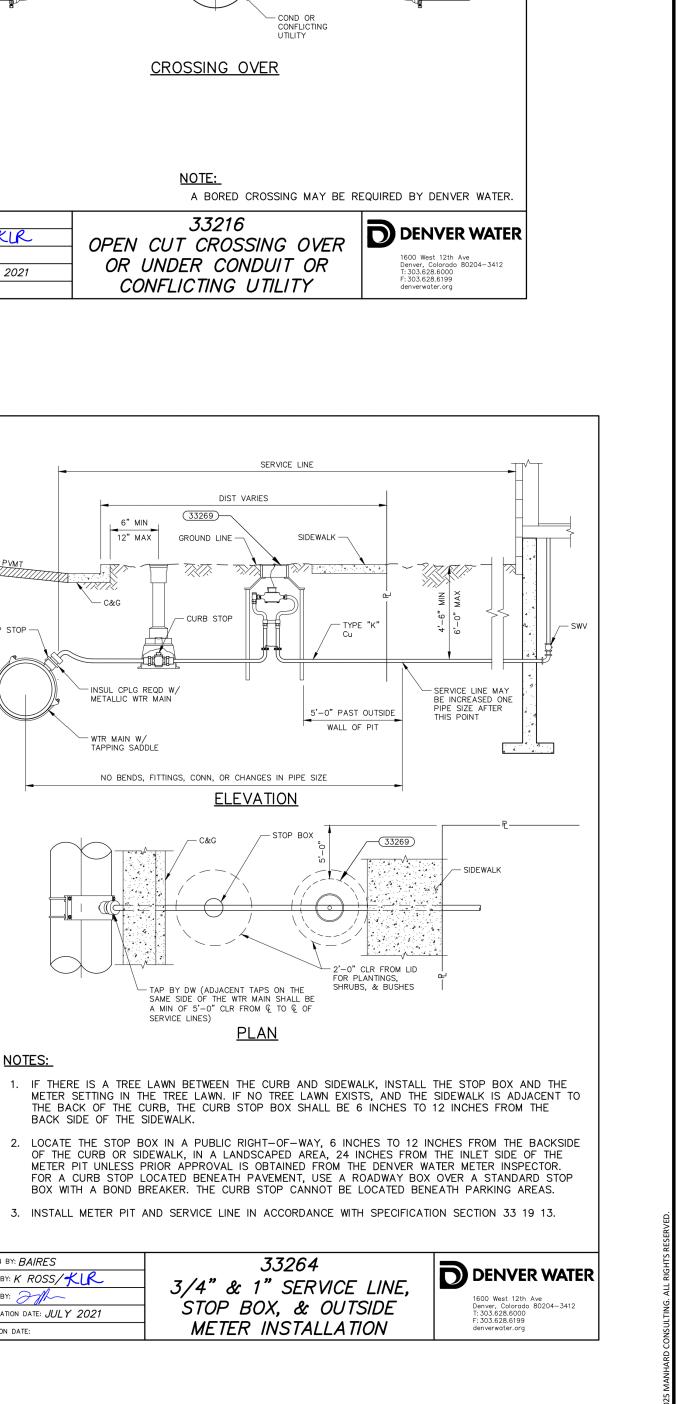












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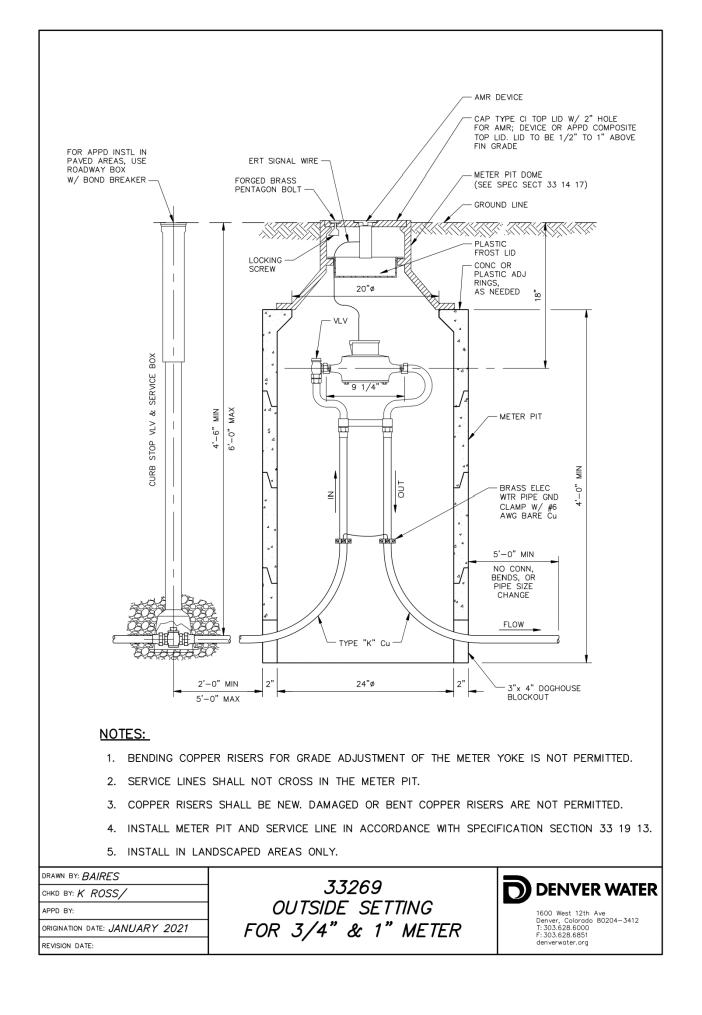
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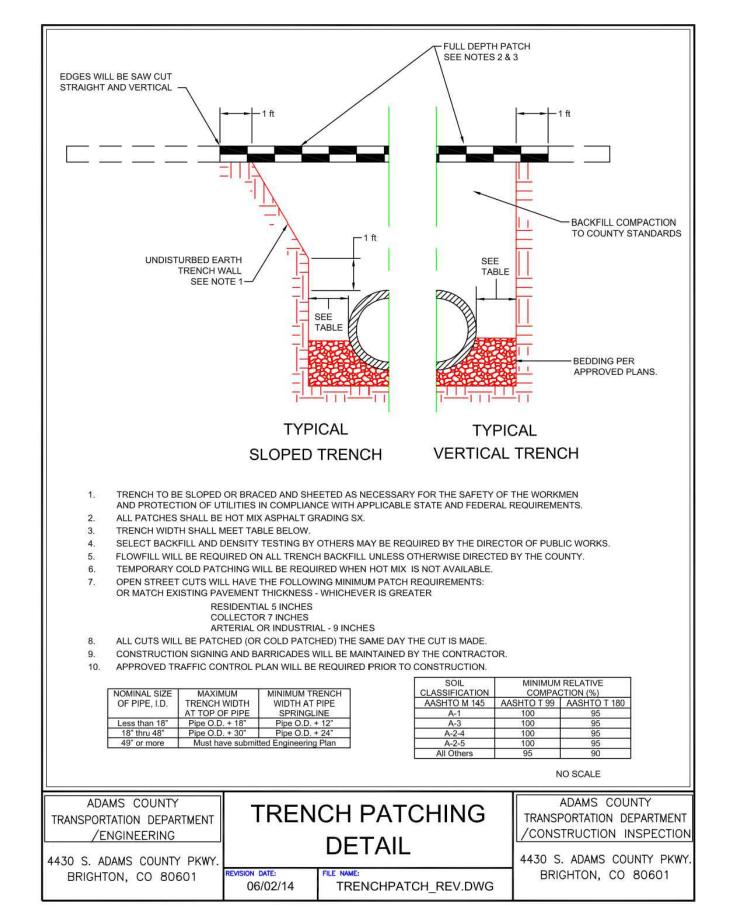
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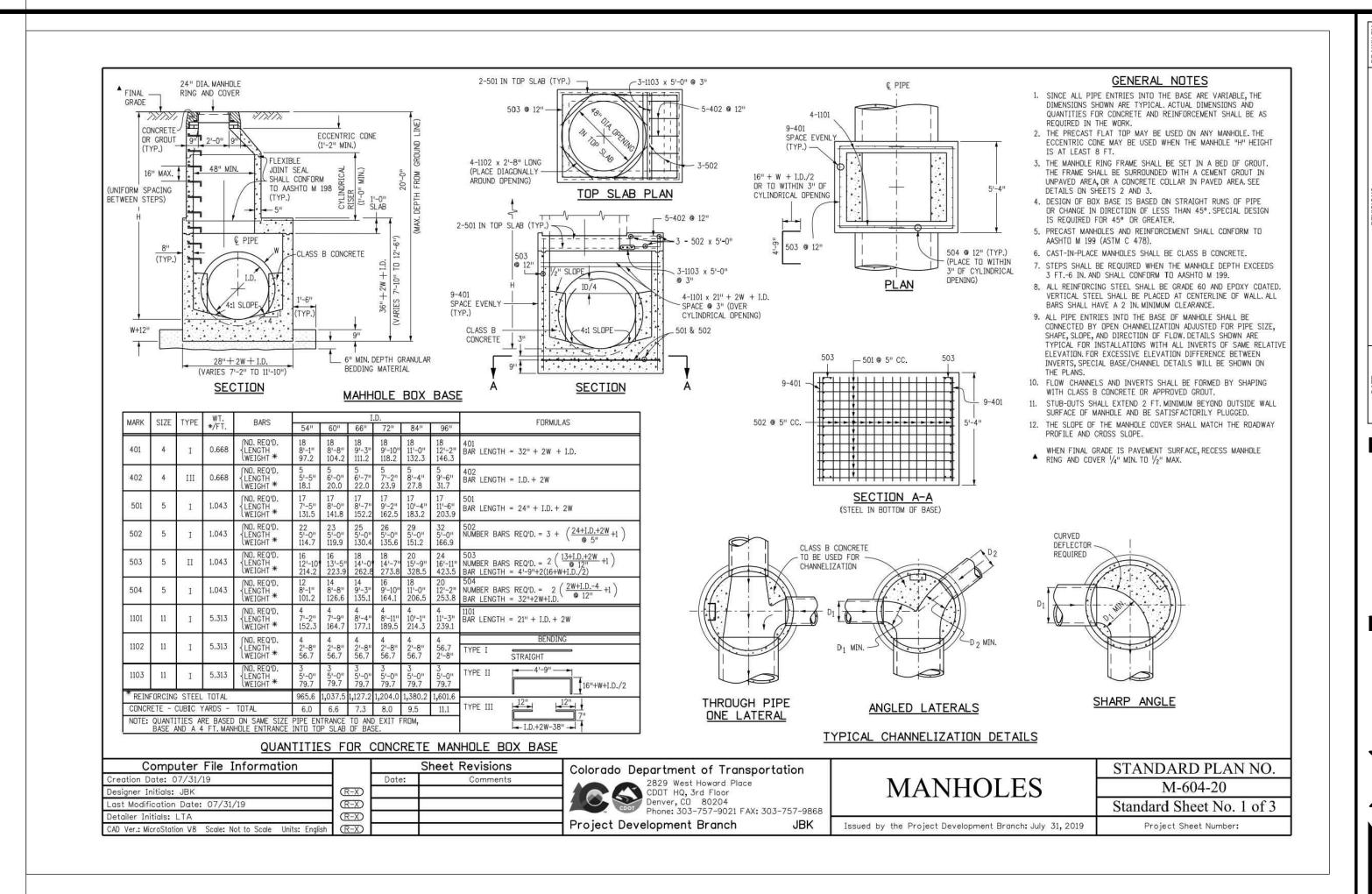
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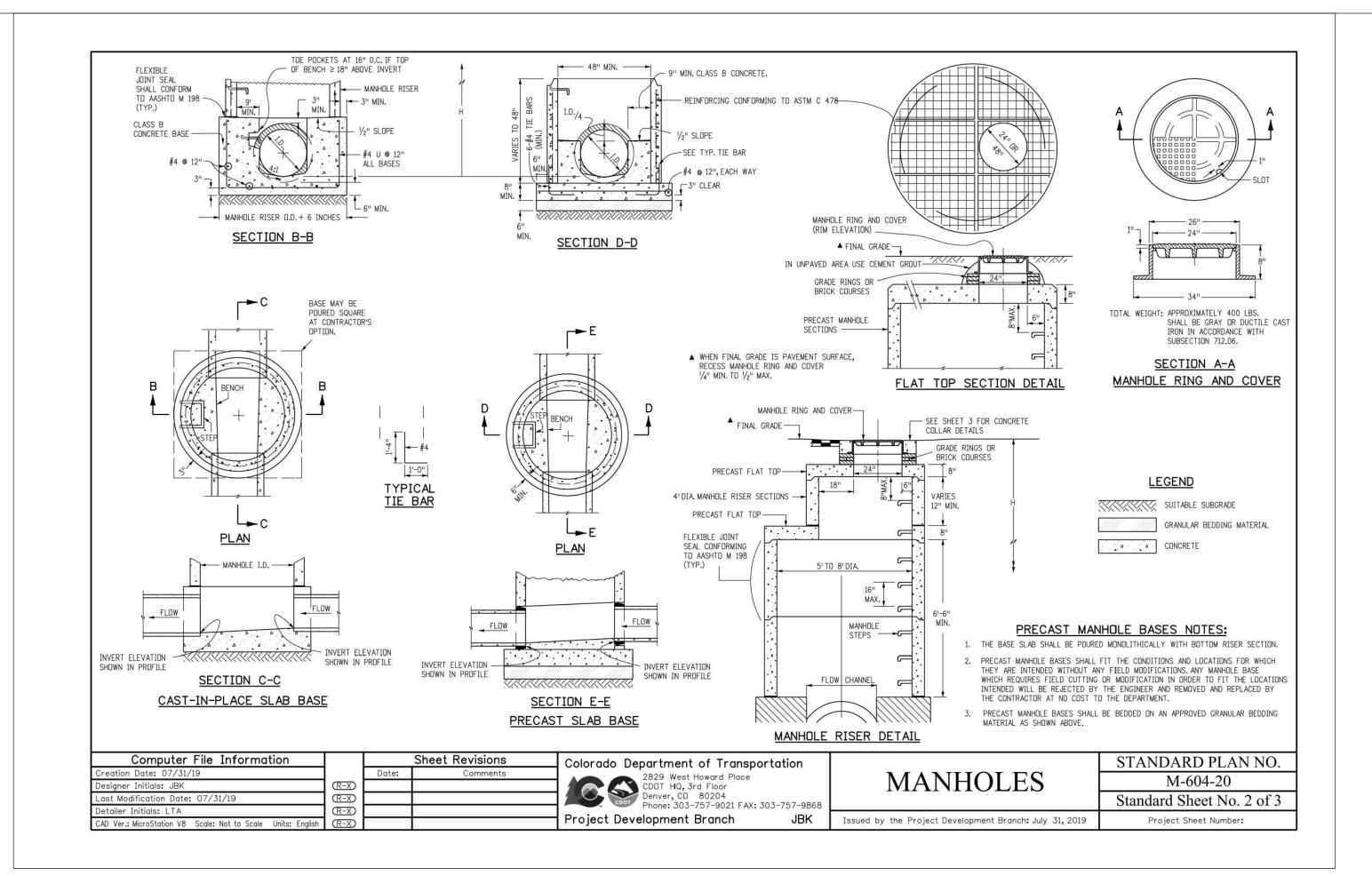
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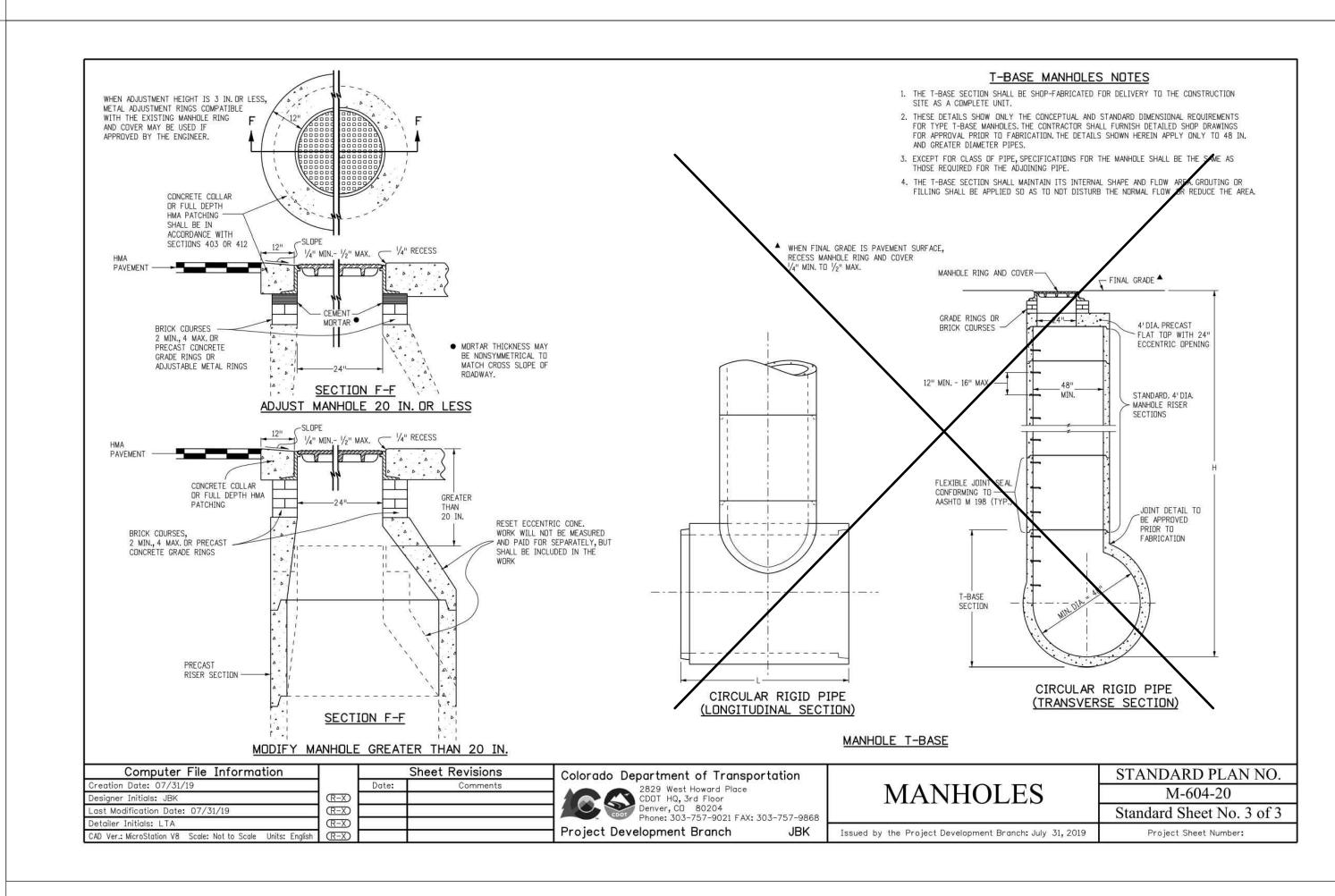
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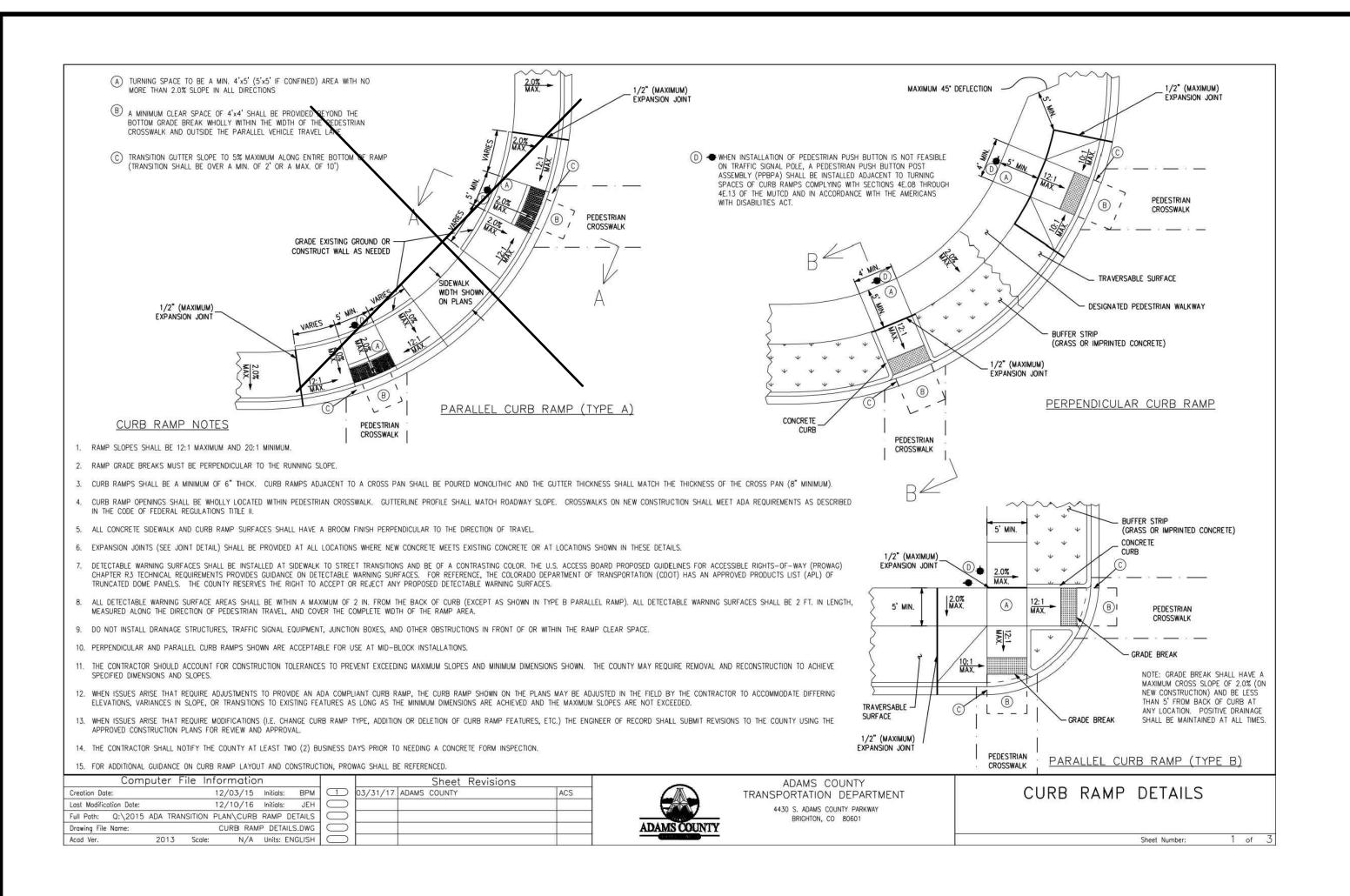
ADAMS COUNTY, COLORAD CONSTRUCTION DETAILS

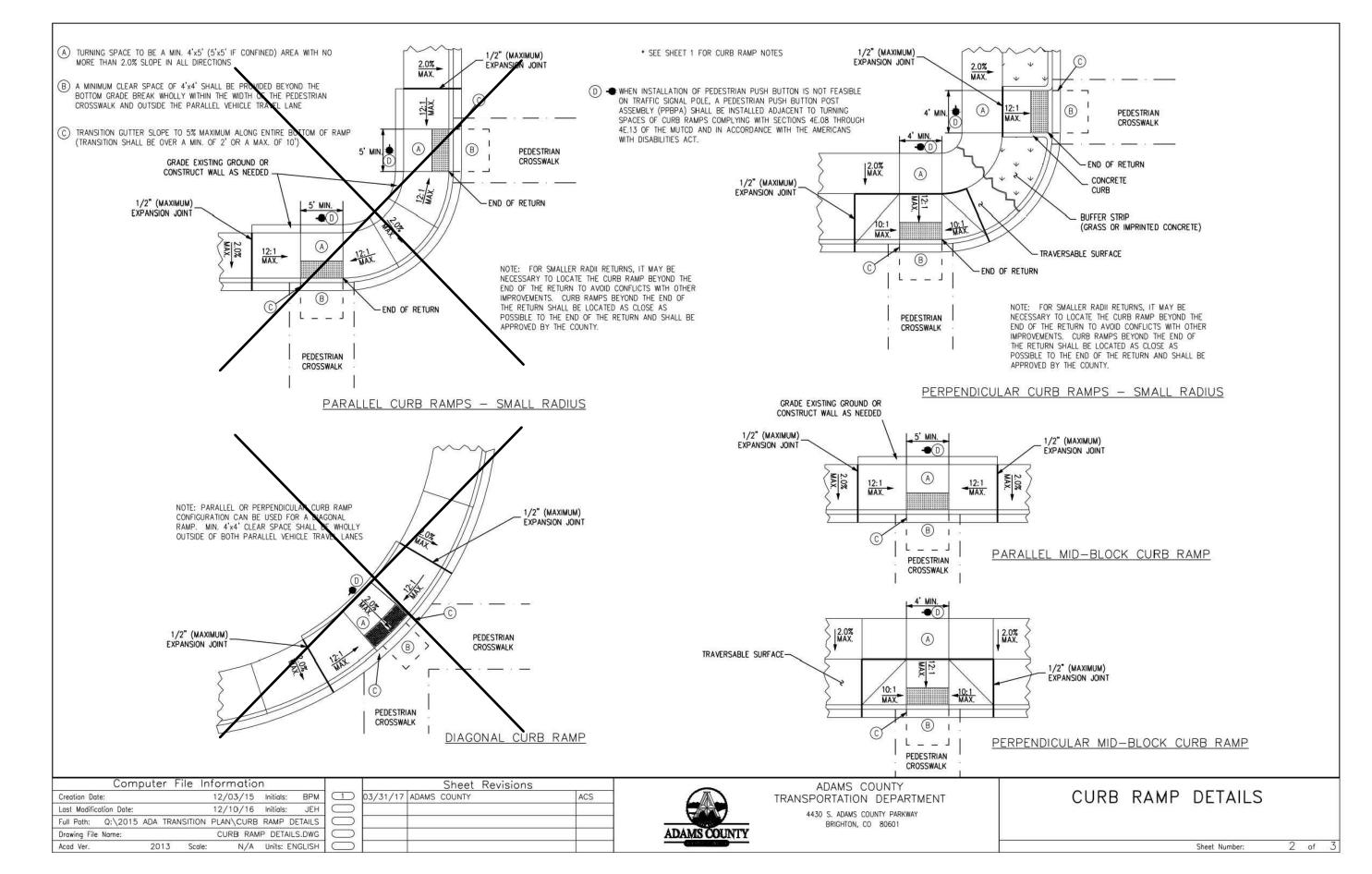
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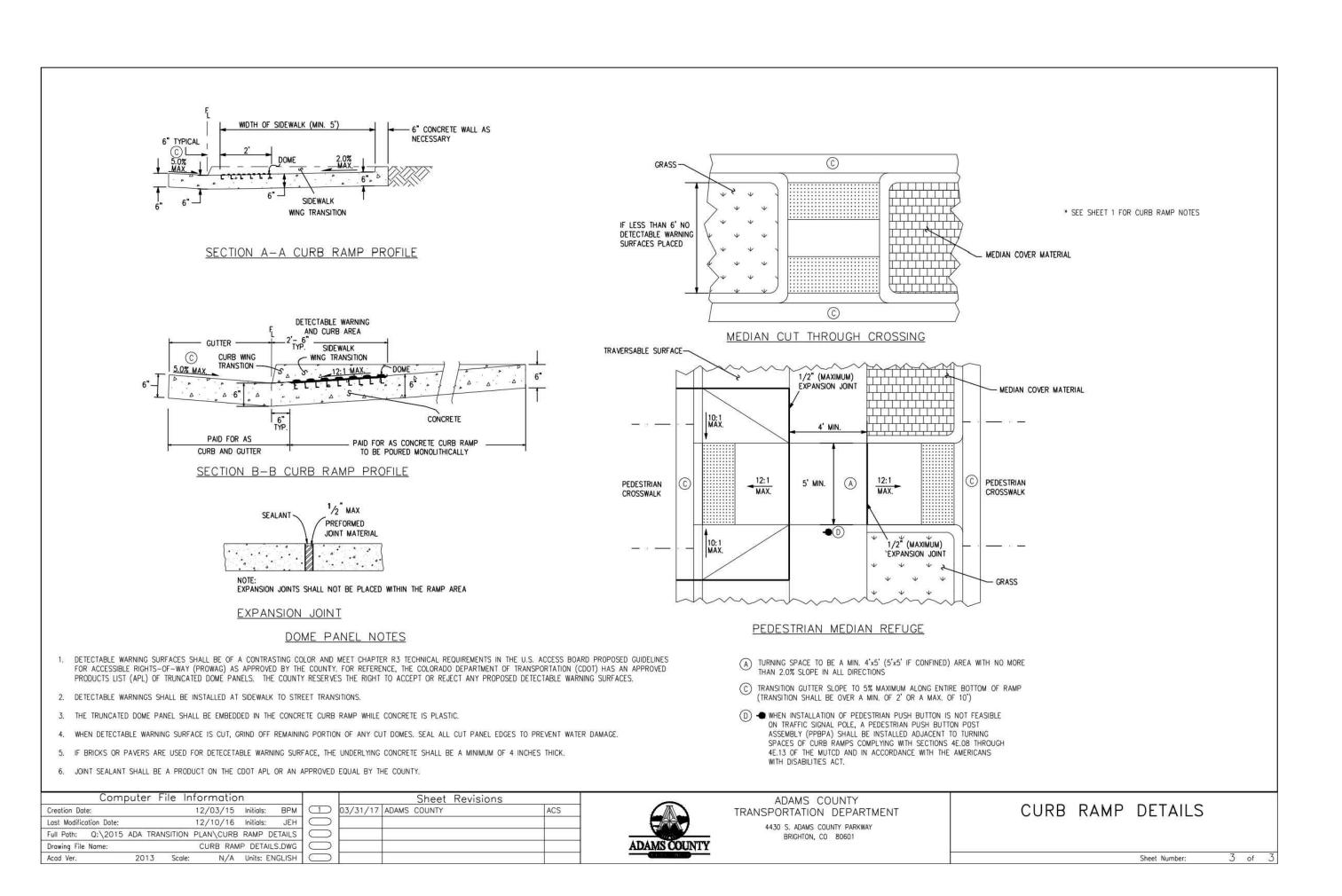
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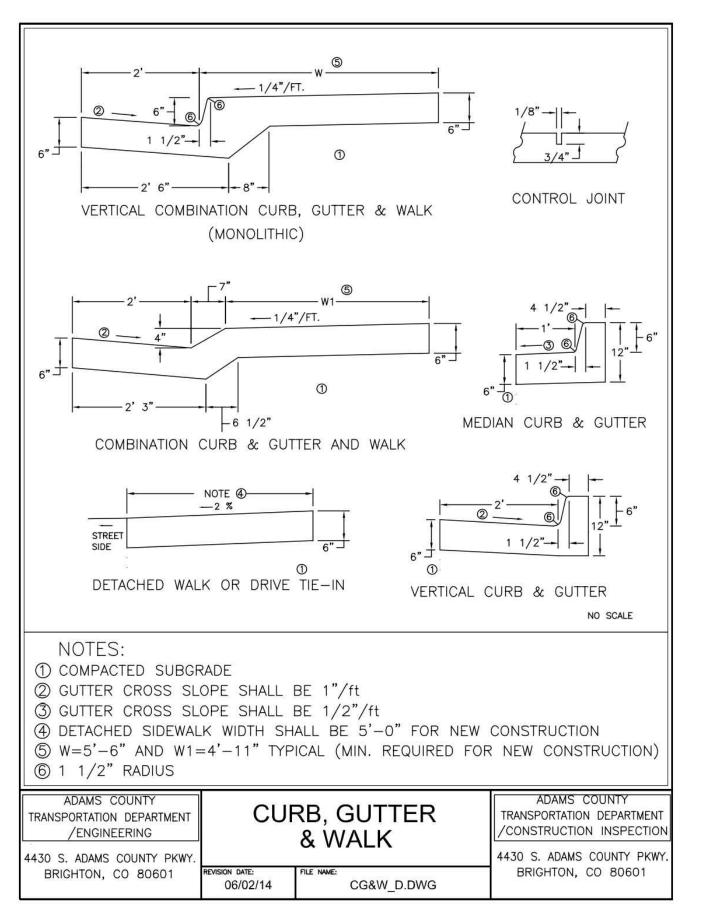
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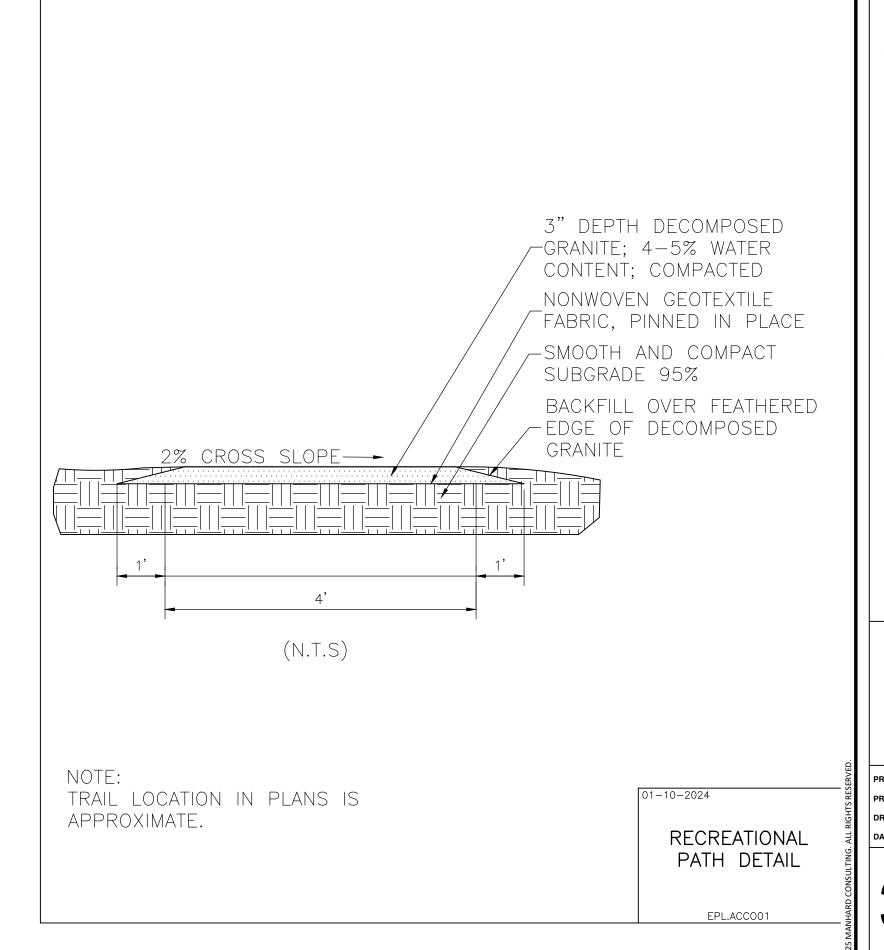
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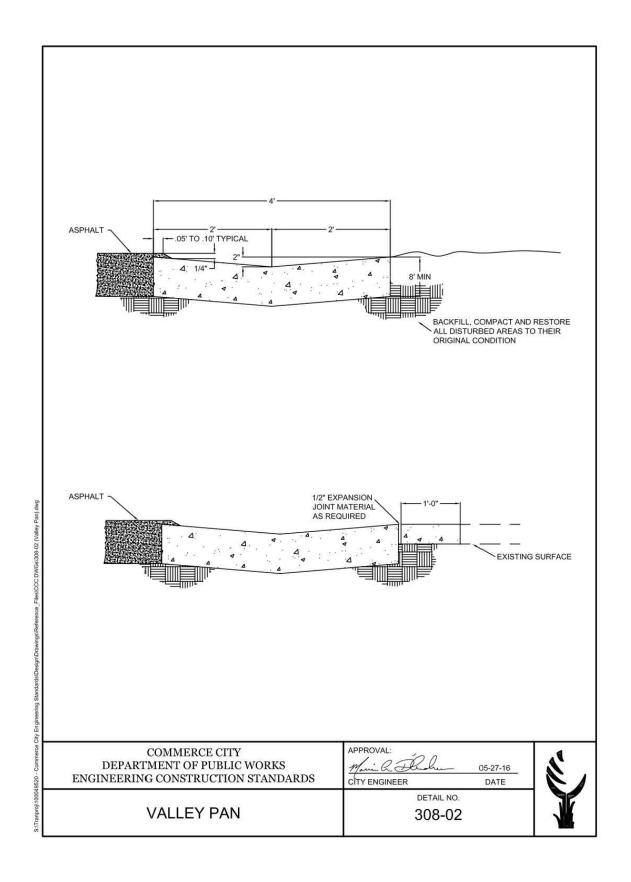
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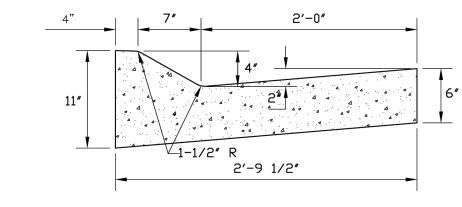
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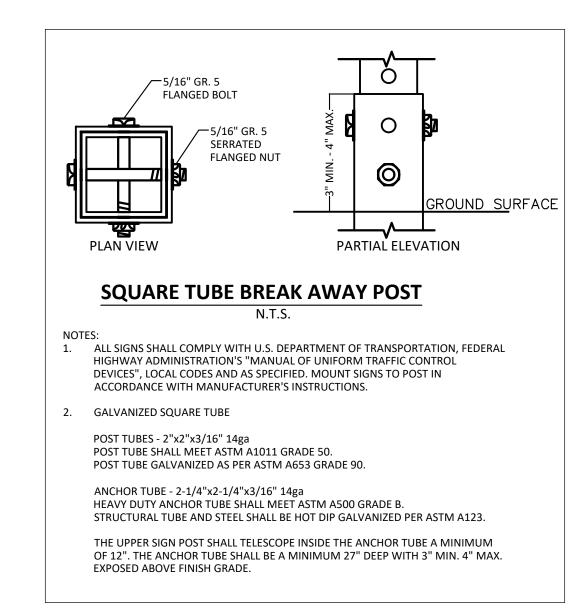
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MOUNTABLE CURB & GUTTER



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GROUND SURFACE

3500 P.S.I. P.C. CONCRETE BASE

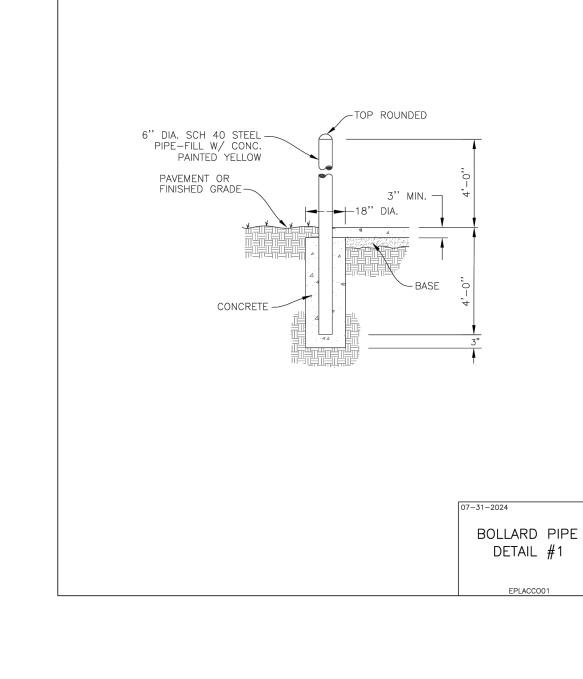
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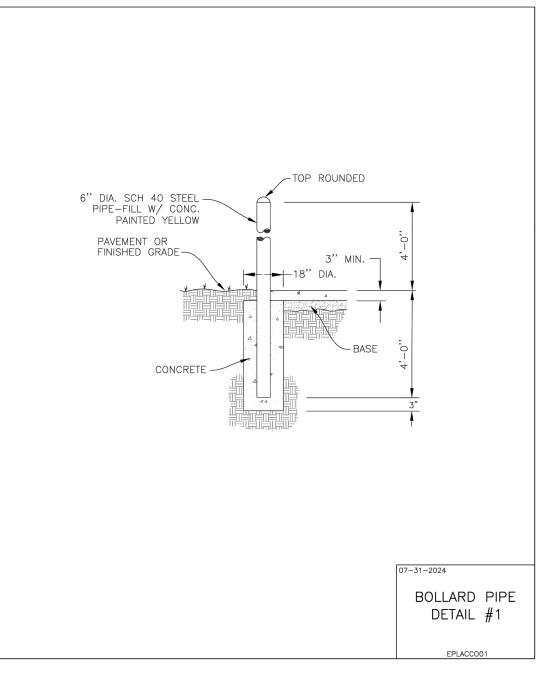
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WOLF CREEK RUN WEST - FILING ADAMS COUNTY, COLORADO

CONSTRUCTION DETAILS

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2/17/2021 at 3:51 PM, 1 OF 19,

REC: \$103.00

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

CONNECTOR'S AGREEMENT

THIS CONNECTORS AGREEMENT ("Agreement") is made as of the 17 day of February, 2021, by and between EASTERN ADAMS COUNTY METROPOLITAN DISTRICT a quasi-municipal corporation and political subdivision of the State of Colorado ("the District") and FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation and its successors and assigns (the "Applicant"). The parties are sometimes referred to herein as a "Party" or the "Parties."

RECITALS

WHEREAS, the District is currently providing services to certain properties within Adams County, Colorado; and

WHEREAS, Applicant is the owner of other real properties in Adams County, a legal description of which is attached hereto as Exhibit A, and incorporated herein by this reference (the "Initial Property") and Applicant is under contract with PAULS DEVELOPMENT EAST, LLC, a Colorado limited liability company (the "Developer") to purchase additional property in Adams County, a legal description of which is attached hereto as Exhibit B (the "Additional Property" and together with the "Initial Property"); and

WHEREAS, Applicant recognizes that District provision of potable water supply and sanitary sewer collection, treatment and disposal services, and limited trail and landscape construction and maintenance ("Services") benefit the Property; and

WHEREAS, Applicant hereby agrees to be bound by the policies, rules, regulations, terms and conditions imposed by the District in order to obtain needed Services and/or Additional Services (defined below) and to pay such assessments, fees, charges and tolls associated therewith; and

WHEREAS, the statutes of the State of Colorado permit the District and Applicant to enter into this Agreement for the provision of Services to the Property, and said statutes further provide that such Agreement is binding upon the District and Applicant, and their successors, transferees and assigns; and

NOW THEREFORE, in consideration of the mutual covenants and stipulations herein expressed, District and Applicant agree as follows:

I. PRELIMINARY COVENANTS.

1. Generally.

A. This Agreement is intended to outline the terms and conditions under which the District will provide Services to the Property, as it lies. In all cases District and Applicant agree that, except as expressly set forth in this Agreement, there shall be no differentiation in the availability, extent, quality, use, or cost of service between the Property and properties within or without the District's boundaries receiving services from the District. The District acknowledges

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TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

and agrees that the uses permitted by right or special review under the existing zoning for the Property established by the County, as well as residential use, are provided for within the District's Rules and Regulations, and are eligible for the Services in accordance with the terms of this Agreement.

- B. Applicant acknowledges and agrees that the Services provided hereunder include potable water supply and sanitary sewer collection, treatment and disposal services. To the extent Applicant desires, Applicant shall be responsible for the construction and provision of all other services, facilities and related improvements for the Property which are not within the scope of this Agreement, and in the absence of its specific agreement set forth in writing, the District shall have no obligation to contribute to any such effort outside the scope of this Agreement.
- Timing and Fees. Applicant and District have negotiated this Agreement in good faith in the interest of providing Services to the Property and thereby enhancing the value thereof. In consideration therefor, Applicant hereby agrees to follow all statutory requirements applicable to the Applicant's obligations hereunder, to pay all of their own legal, engineering, or other fees paid or costs incurred, with respect to or arising out of the proceedings and negotiations culminating in the execution of this Agreement, and to reimburse the District for its legal, engineering or other fees paid or costs incurred with respect to or arising out of said proceedings and negotiations and shall upon execution hereof deposit with the District \$15,000 as a fund from which the District will draw to pay these expenses. In order to reimburse the District for all other costs incurred by the District with respect to the execution of this Agreement including, but not limited to, the cost of technical reports detailing the impact of the proposed provision of Services in question on the District's service capacity, and recognizing that said provision of Services to the Property may require that the District expand the capacity of its service systems now or in the future, Applicant, its successors, purchasers and/or permitted assigns shall be required to pay to the District the following: (i) as a condition to the connection of and initiation of water and sewer service to any particular building improvement or separate irrigation facility ("Tap"), a District tap fee in the amount of \$19,500.00 ("Tap Fee"), of which \$10,000.00 will be retained by the District for ongoing needs, with the remaining \$9,500 (the "Applicant Tap Fee") will be rebated to the Applicant, its successors and assigns, as described below, and (ii) a District meter fee in the amount of \$445.50, which shall be paid upon application for a building permit for each lot.
- 3. Replacement of Prior Agreements. The District has recorded the following resolutions and entered into the following connector's agreements with Developer and its affiliates with respect to the Property (collectively the "Prior Agreements"):
- (a) Resolution Establishing Tap Fees and User Fees recorded October 18, 2001 at Reception No. C0874738.
 - (b) Connector's recorded December 5, 2003 at Reception No. C1248735.

This Connector's Agreement supersedes and replaced, in their entirety, the Prior Agreements, solely and exclusively as it relates to the Property. The Prior Agreements shall be of no further force and effect solely and exclusively as it relates to the Property.

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II. CONDITIONS OF SERVICE

- 1. Service Limitations. Services shall be furnished under this Agreement to the Property to serve development that is determined by the District, as further described below, to equal but not exceed the equivalent of three hundred eighty-nine (389) single family equivalents, and subject to the provisions of this Agreement, non-potable irrigation water for single family equivalents within the Property and open spaces, park spaces and green spaces within the Property (the "Service Limit"). The District has secured from the Developer and reserved for that purpose water rights (the "Initial Water") in an amount sufficient to satisfy the Service Limit. Services to the Property in excess of that capable of being served with the Initial Water shall be contingent upon dedication to the District by Applicant of additional water rights in addition to the Initial Water, which additional water rights are, in the opinion of the District, adequate and acceptable for use by the District. Applicant shall be solely responsible for obtaining such additional water, provided however that the District shall have the right but not the obligation to make such water as the District, in its sole determination, has available for the Applicant's use on such terms and conditions as may be mutually acceptable. Developer, or its successors or assigns, shall submit to the District the irrigation and landscape plans for single family equivalents, together with irrigation plans, water budget and tap size justification for open spaces within the Property for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, and such plans and specifications shall adhere to the District's limitations on irrigated square footage for such single family equivalents not exceeding 3,000 square feet of blue grass sod or blue grass sod equivalent per single family equivalent.
- 2. <u>Exclusivity.</u> The parties hereto acknowledge and agree that the District is committing, subject to the terms hereof, to provide Services to the Property in perpetuity, which commitment includes the reservation of capacity in the District's existing system proportionate to that commitment. Accordingly, District shall be the sole source of Services to the Property, and Applicant may not utilize any alternate source of Services or allow any cross-connection of Services without the prior written authorization of the District.
- 3. <u>Tap Conversion.</u> In determining the number of Taps allowed for the Property, from time to time, the District shall calculate the Tap equivalent, per acre-foot of assumed actual production provided, utilizing the District's applicable conversion ratios, taking into account the use actually made of the Property. The number of Taps actually available will be subject to adjustment from time to time based on actual development and corresponding uses of the Property. The conversion ratios adopted from time to time shall be applied and implemented uniformly and consistently throughout the District Service Area and in accordance with the District's Resolutions, Rules and Regulations as the same may be amended from time to time.

4. <u>Service Facilities.</u>

A. Services to development on the Property shall be contingent upon Applicant providing, in accordance with the design standards and specifications adopted by the District, as the same may be amended from time to time, for all service facilities in such time frames and phases as are necessary to extend Services to and within the Property as development occurs. Service facilities shall mean raw water supply lines and facilities, treated water distribution lines, sewage collection lines and/or lift stations, irrigation lines, and also any

telecommunications systems necessary for tele-monitoring of the Services furnished to the Property from time to time (collectively, the "Facilities").

B. So long as the Tap Fees are timely paid, water wells or well equipment, water treatment or storage facilities, and any other necessary facilities that are not required to be provided by Applicant per subparagraph (A) above, shall be furnished by the District at its sole cost, and are not part of the Facilities that Applicant must provide. District shall have sole discretion in the timing of construction of these facilities provided that the District shall at all times be required to provide Services up to the Service Limit. In addition, notwithstanding any implications herein to the contrary, in the event the District shall determine to change locations for any Facilities after the same have been initially approved and installed by the Applicant, then the undertaking and cost of changing the locations, and correspondingly modifying the Facilities, will be borne and paid solely by the District.

5. <u>Designation and Utilization of Well Sites.</u>

- A. Transfer of sites. Prior to the provision of Services to development on the Property as it occurs, District shall have the right to designate well sites within or without the District, or to change and relocate points of diversion of existing well sites. Such designation shall be made in such numbers and at such sites as will result in adequate production for a supply of water to the Property through the District's system. If such sites are on Applicant's property, Applicant agrees, upon the designation of such well site location or locations that are reasonably acceptable to Applicant, to grant the District a permanent, non-exclusive easement for utilization for such sites for a water supply well, together with a permanent, non-exclusive easement for water supply lines from the well(s) to the District treatment facilities and for access to such well sites as the District reasonably determines is necessary to provide access to same, and a temporary access easement for the purpose of constructing the well or wells in question. Such easements shall be granted by legally sufficient instruments at no cost to District and shall be in form and substance mutually agreeable to District and the Applicant.
- C. <u>Joint Sites.</u> All well sites designated by the District shall be joint well sites for the purpose of serving both the Property and other District users. Such sites may be either on or off the Property, and shall be located in accordance with Section II. 5. A., above.
- 6. <u>Commencement of Construction</u>. With respect to the construction of the Facilities serving the Property, Applicant agrees as follows:
- A. To obtain the District's approval, and as applicable the approval of the County, of the plans and specifications for the proposed Facilities, which approval shall be consistent with the prevailing standards and practices of the District, and may not be unreasonably withheld, denied or delayed. The Parties acknowledge and agree that the District and the County impose climate appropriate standards upon vertical development within the Property, which standards my impact the design, character, location and extent of the Facilities;
- B. To construct all Facilities substantially in compliance with the approved plans and specifications of the District and, so long as the Applicant is in the process of developing the Property to hold harmless and indemnify the District for any and all losses or damages it may suffer or may be called upon to pay as a result of said construction to the extent

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such losses or damages arise from the Applicant's failure to construct the Facilities in material conformity with the approved plans and specifications, or from any negligence or willful misconduct of Applicant in connection with construction of the Facilities; provided however, the foregoing indemnity shall automatically expire on the date of the District Acceptance of the Facilities for the last phase of Applicant's project on the Property, as hereafter defined;

- C. To cause all Facilities, whether within or without the Property, to be placed either in District-approved easements which shall be conveyed to the District, or in public rights of way, in either event granting to District rights at least equal to rights it would enjoy in a dedicated street:
- D. To permit District or its designee to observe and inspect any and all of the construction operations upon reasonable prior notice and permit the District to order cessation or appropriate modification of improper construction after providing Applicant notice of such improper construction and a reasonable opportunity to cure such improper construction;
- E. To give District reasonable notification (in any event not less than 24 hours) of the time proposed to make connections to the District's then-existing lines or to place any meters;
- F. To abide by all Rules and Regulations of the District, now or hereafter existing; and
- G. To reimburse the District for all of its out-of-pocket engineering fees, inspection and approval fees, and other costs incurred by the District in accordance with its ordinary and uniformly applied practices, as a result of the District's oversight of construction of the Facilities, to be payable within 30 days after written notice and supporting documentation of such charges from time to time. Until paid, all such fees and costs shall be deemed fees of the District and as such shall constitute a lien against the development phase of the Property to which the particular Facilities relate, as provided for in C.R.S. Section 32-1-1001 (1)(j), as amended.

Applicant specifically acknowledges and agrees that the applicable development phase on the Property will not be entitled to receive Services pursuant to this Agreement unless and until the Facilities have been completed in conformity with the foregoing provisions. Pursuant to this limitation, the Applicant will not be required to furnish any performance or payment bonds, letters of credit, or other forms of surety or collateral for construction of the Facilities. The District will act reasonably with the Applicant to define the various phases of development.

- 7. <u>Transfer of Facilities.</u> Within thirty (30) days after the date of completion of the construction of Facilities for each phase of Applicant's project on the Property, and subject to the District's contemporaneous acceptance of those Facilities pursuant to Section II.8, below, Applicant shall:
- A. Deliver to District a certificate from a registered professional engineer certifying that all Facilities have been built, and where appropriate are operating, substantially in accordance with the governing plans and specifications. If, within one (1) year from the date of such certification, any approved portion of such Facilities is defective or ceases to operate as intended, then the District may demand that Applicant replace the defective or improperly operating portion or portions of such Facilities and remedy said defective work and Applicant

shall promptly do so at its cost and expense. If within ten (10) days after receipt of written notice, Applicant is not diligently pursuing repairs and/or replacement or if circumstances require immediate repairs, District may undertake, without further notice to Applicant, the repairs and/or replacement at Applicant's expense.

- B. Execute and deliver to District a good and sufficient bill of sale describing all of the components of the Facilities and all personal property of Applicant, of whatever character, relating to such Facilities, which bill of sale shall warrant that conveyance of the property described therein to District is made free from any claim or demand whatever (but subject to real property interests affecting the pertinent easement areas).
- C. Execute and deliver to District good and sufficient instruments of transfer conveying all of Applicant's interest in any easements which may be required to give District the right to control the Facilities constructed including the right to ingress and egress necessary to operate and maintain them.
- D. Provide District one reproducible Mylar of "as-built" drawings of the Facilities, certified by a registered, professional engineer.
- E. Provide the District with a full and complete accounting reasonably acceptable to the District of all of the costs incurred by Applicant in completing the Facilities (the "Costs.")

Upon completion of the items set forth in this Section 7, the District shall accept dedication and ownership of the Facilities (the "District Acceptance"), and shall provide written notice to Applicant of such acceptance upon request of Applicant.

Completion of Facilities. In no event shall the District be required to provide Services to each completed phase on the Property or pay the Reimbursement, as defined below, until such time as it, in the exercise of its reasonable discretion, determines that the Facilities required to serve said phase have been completed substantially in accordance with the approved plans and specifications and transferred in accordance with this Agreement (provided that Applicant may condition such transfer upon its receipt of the District's contemporaneous written confirmation of such determination and corresponding acceptance of the Facilities subject to any applicable remedial periods set forth herein). The District will be responsible to maintain accepted Facilities in accordance with the other provisions of this Agreement; provided that if, in the exercise of its sole discretion, the District begins to provide Services to said phase prior to the time when the Facilities required to serve the phase have been so accepted by and transferred to the District, no use by the District of the Facilities constructed under this Agreement shall be considered a waiver of the District's right, in accordance with its prevailing standards and practices, to deem the Facilities, or any documentation, or information required by this Agreement unsatisfactory or incomplete, and to refuse service to the Property if the Facilities in fact have not been completed in conformity with the requirements hereunder, nor shall any use be considered an acceptance of the Facilities for maintenance; provided, however, that no refusal of service shall be enforced by District without providing Applicant thirty (30) days to cure whatever defect is in question or, if thirty days is an inadequate time period, such time period as the District may reasonably prescribe.

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9. <u>Cost Participation.</u>

- A. <u>No Revenue Sharing</u>. Except as specifically set forth in this Agreement, no revenue received by the District from the assessment of service charges and/or tap fees against the Property, as permitted hereunder and as permitted by the District's resolutions, rules and regulations as the same may be amended, shall afford Applicants any right of offset, rebate or refund for or against any obligation created by this Agreement.
- B. <u>Tap Fees</u>. Notwithstanding Section 9.A., above, upon collection by the District of Tap Fees in accordance with the District standard procedures for such collection, for each Tap Fee collected the District shall pay to the Applicant the Applicant Tap Fee. Payment shall be made to the Applicant not more than monthly by the tenth business day of the month following the month for all Tap Fees collected in the prior month. Applicant agrees to purchase taps in minimum blocks of ten taps.
- C. <u>Sunset</u>. The District agrees that, before December 31, 2026, tap fees payable with respect to development in the Property and Additional Property shall not exceed the Tap Fee. After December 31, 2026 the District may adjust the tap fee as it may, in its sole and unfettered discretion determine; provided that the Applicant Tap Fee shall continue to be the maximum amount owed to the Applicant.
- 10. <u>Limitations on Use and Enjoyment.</u> Any easements granted to the District pursuant to the provisions of this Agreement will be nonexclusive, and will be located so that the same will not cause any obstruction of or material interference with existing or prospective development within the Property or any portion thereof from time to time, or the use and enjoyment thereof, and the locations for well sites and related facilities shall be determined accordingly; provided that Applicant acknowledges that placement of fiber optic lines, utility lines, utility cabinets, transformers, vaults, and appurtenances by third parties within easements granted to the District could have a detrimental effect on the District's abilities to operate and maintain the Facilities, and to the extent practicable, and unless given the District's consent (not to be unreasonably withheld) Applicant will prohibit the placement of third party utility facilities and appurtenances in the easement areas granted to the District. The provisions of this Section II. 10. shall be controlling over any other provisions in this Agreement indicating to the contrary.
- 11. Other Governmental Approvals. The Applicant must make all reasonable, diligent, and good faith efforts to obtain any requisite permits or approvals for the Facilities from other governmental authorities having jurisdiction, including, without limitation, the Colorado Department of Public Health and Environment and the County.

III. OWNERSHIP AND OPERATION OF WATER AND SEWER FACILITIES

- 1. <u>Facilities</u>. The Parties acknowledge and agree that the ownership of all Facilities shall be in the District when accepted by and conveyed to the District in accordance with this Agreement. The District shall be responsible for the operation and maintenance of all Facilities subject to Section III. 2., below.
- 2. <u>District Operation and Maintenance of the Water and Sewer Facilities.</u> For purposes of this Agreement and to clarify the continuing obligation of the District to provide

Services to Applicant, the Property, as the same may be enlarged from time to time as permitted under Section III. 2. K., is hereinafter referred to as the "Contract Service Area."

- A. The District agrees to furnish the Services within the Contract Service Area for all uses and purposes to which it is lawfully authorized, of a quality, and in quantities so as to provide adequate Services to all users, except as otherwise specifically provided under the terms of this Agreement. The Services so rendered by the District shall be pursuant to the same rules, regulations, policies and standards as if the Contract Service Area were inside the District. Nothing herein, however, shall prohibit the District from amending such rules, regulations, policies and standards in a fair, reasonable, and nondiscriminatory manner.
- B. Applicant grants to the District the right to construct, own, use, connect, disconnect, modify, renew, extend, enlarge, replace, convey, abandon or otherwise dispose of any and all of the Facilities for providing Services within the Contract Service Area and to enable the District to perform its obligations as set forth in subsection III. 2. A., above. Applicant grants to the District the right, subject to this Agreement, to occupy any place, public or private, which Applicant has the right to occupy for the purpose of fulfilling the obligations of the District as set forth herein, and for the purpose of extending and continuing Services to its other customers. To implement the purposes of this Agreement, Applicant agrees to exercise such authority, to do such acts, and to grant such easements as may reasonably be requested by the District and are consistent with Applicant's rights hereunder.
- C. Subject to receipt by the District of appropriate rates, charges, fees, tolls, or combinations thereof, as set forth in subsection III.2.D., the District agrees to maintain Facilities it owns or which come under its dominion hereunder by acceptance or otherwise, with reasonable and normal care to the extent that such maintenance is necessary to the furnishing of the Services provided for hereunder and to construct, operate, maintain and keep a complete inventory of such additional physical facilities as are necessary or desirable to accomplish the obligations it has undertaken for Applicant as set forth herein.
- D. The District may establish, revise, impose and collect charges for the Services it provides users in the Contract Service Area hereunder, which charges shall be referred to as "service charges." In addition, the District may at any time impose tap fees as described above in this Agreement. Service charges and tap fees are separate charges and one does not include the other or any part thereof. All such fees and charges shall be uniform among members of each class of users within the Contract Service Area; provided that the District shall be authorized to discriminate in the assessment of fees and charges to account for the fact that property within the District may be assessed a tax levy for the purpose of defraying, in whole or in part, the costs of service provision, capital expenditures and the retirement of debt. Methods of collection of fees and charges shall be applied uniformly among similarly situated users within the Contract Service Area. Tap fees (including Tap Fees) will be a one-time charge for each discrete development of a parcel or building, payable prior to the commencement of construction and subsequent provision of water service to each parcel or building. Subject to the foregoing, the District shall have sole authority to impose and collect all fees and charges.
- E. It is mutually agreed that the duration of this Agreement is such that the passage of time will require changes in the fees and service charges to be made for the Services to be rendered hereunder in the Contract Service Area, and that the most feasible way to insure

fairness will be to keep charges for the rendering of Services outside the District, but within the Contract Service Area, uniformly related to fees, service charges and taxes and other assessments of the District for the rendering of Services inside the District for similar service. It is therefore agreed that the District may modify the schedule of fees and service charges for Services provided hereunder, from time to time, in its discretion.

- All the general rules and regulations and amendments thereto placed in force by the District from time to time concerning the operation of the District's service systems and conditions of service from those systems shall be as fully enforceable in the Contract Service Area as inside the District. Both parties to this Agreement recognize that the water supply for the Contract Service Area is dependent upon material resources from which the supply is variable in quantity and beyond the control of the District. Similarly, the provision and expansion of Services to the Contract Service Area is dependent upon the continued availability and operation of adequate treatment facilities which in turn are subject to the oversight and control of the County and the State of Colorado. No liability shall attach to the District for occurrences that are outside the reasonable control of the District, including without limitation restrictions on water supply during drought periods, system failures stemming from acts of God or third party interference, or limitations imposed by the County, and the State of Colorado or the federal government relating the District's facilities. Subject to receipt of appropriate rates, charges, fees, tolls, or combinations thereof, as set forth herein, the District agrees to provide adequate facilities to make available Services to the users within the Contract Service Area, considering known development schedules in existence as of the date hereof and currently projected development densities.
- G. If conditions develop such that it becomes apparent to the District that the Contract Service Area cannot be supplied adequately due to the limitations set forth in subparagraph F above, the District reserves the right to discontinue the granting of additional Taps in the Contract Service Area; provided, however, that the District shall be obligated to exercise this right of suspension uniformly throughout the Contract Service Area for proposed uses which are similarly situated, and that the District will not discontinue granting of Taps for which Tap Fees have already been paid to the District. The District agrees to give six months' written notice to Applicant of such suspension, unless circumstances require a shorter period (and in any event Applicant shall receive no shorter or greater notice period than that provided in-District users) and the suspension will not apply during the notice period.
- H. The parties agree that the District may, in order to comply with any applicable law, rule, directive or order, and to enable it to provide adequate Services to both the District and Applicant, as well as other customers of the District in times of shortage or other practical or legal limitations on the ability of the District to provide the Services contemplated hereby that are beyond the reasonable control of the District, limit and/or restrict the delivery of water and sewer services, and/or restrict the use of water delivered hereunder (for example, irrigation limitations during drought periods). The extent to which limitation of services may be necessary to enable the District to provide adequately for all users of the District's systems is a fact to be determined by the District as occasion may require; provided that in order to enable the District to provide an adequate supply or water to the people of the District without impairment of essential deliveries of water under this and similar agreements, the District will impose any restrictions or prohibitions uniformly inside and outside the District.
 - I. All water furnished by the District in providing Services hereunder is on a

leasehold basis for the use of users in the Contract Service Area for all the various purposes for which the District has been decreed the right to appropriate water. Such right on the part of the Applicant to use water does not include any right to make a succession of uses of such water and upon completion of the primary use all dominion over the water so leased reverts completely to the District. Except as herein specifically otherwise provided, all property rights to the water to be furnished by the District hereunder are reserved in the District. Nevertheless, it is mutually agreed that there is no obligation on Applicant or on the users within the Property with respect to creating any particular volume of return flow from water delivered hereunder.

- J. All facilities installed or replaced by the District in the Contract Service Area shall be installed pursuant to its rules, regulations and standards. Said facilities shall be the property of the District.
- K. No enlargement of the Contract Service Area by Applicant, or any other amendment of this Agreement, may be made except by mutual agreement entered into with the same formality as that employed in the execution of this Agreement; provided that upon closing by Applicant of its acquisition of the Additional Property, accompanied by the request by Applicant that the District extend the Services to the Additional Property pursuant to this Agreement, then in that event this Agreement shall be amended to include the same as being subject to all of its terms and conditions. In that event the Service Limit shall be expanded to accommodate the provision of Services to additional property, the Service Limit shall not exceed four hundred and twenty-nine (429) single family equivalents in the aggregate.
- L. Applicant agrees that it will neither directly nor indirectly furnish, nor authorize the furnishing, of any Services within the Contract Service Area through the Facilities by anyone other than the District.
- 3. <u>District Standards of Conduct.</u> Applicant agrees that much of the District's obligation to serve Applicant and the Property set forth hereunder is a matter of discretion and response to ever changing demands upon the respective Facilities involved, and Applicant further agrees that where the District is explicitly or implicitly authorized to exercise its judgment under any of the provisions of this Agreement, its judgment shall not be questioned unless clearly arbitrary or capricious.

IV. MISCELLANEOUS

1. <u>Indemnification by Applicant.</u>

A. Applicant hereby agree to defend, indemnify and hold harmless the District from and against any and all liens, claims, demands, injuries, damages, costs, expenses (including without limitation reasonable attorneys' and legal assistants' fees) or liability incurred by or asserted against the District, through actions by persons or entities not party to this Agreement, as a result of or in any way arising out of the Applicant's installation and construction of the Facilities, except to the extent of the negligence or misconduct of or material breach of this Agreement by the District or its agents, contractors, independent contractors or employees. Said indemnification shall include, but not be limited to, court costs, damages, and reasonable attorneys' fees. The foregoing indemnification shall automatically terminate on the date of the District Acceptance.

- B. After the District Acceptance, Applicant shall defend, indemnify and hold harmless the District from and against any and all liens, claims, Applicant hereby agree to defend, indemnify and hold harmless the District from and against any and all liens, claims, demands, injuries, damages, costs, expenses (including without limitation reasonable attorneys' and legal assistants' fees) or liability incurred by or asserted against the District, through actions by persons or entities not party to this Agreement, as a result of or in any way arising out any damages to the Facilities cause by Applicant or its contractors or employees.
- Enforcement, Applicant and District acknowledge and agree that this Agreement may be enforced in law or in equity by decree of specific performance, damages, or other legal and equitable relief as may be available to either Party subject to the provisions of the laws of the State of Colorado; provided that consequential, incidental, special or punitive damages are not recoverable. The Parties specifically acknowledge that the timely performance of the obligations set forth in this Agreement is essential and that a failure to perform the obligations in breach of this Agreement may cause the other Party irreparable harm for which damages or other remedies available at law will not be adequate, and which may be adequately redressed only by specific performance or other appropriate equitable relief. The parties agree that in any action to enforce any provision of this Agreement the prevailing Party shall be entitled to recover from the other Party all of the prevailing Party's costs and expenses incurred in connection therewith, including reasonable attorneys' fees.
- Successors and Assigns: Intergovernmental Agreement. All successors in interest to the Applicant in the ownership of the Property, or portions thereof, will acquire their interests subject to the conditions, requirements and limitations placed upon the provision of Services hereunder, and the authorizations and other rights (including lien rights) in favor of the District, and as such this Agreement shall constitute covenants running with the Property and shall be binding upon Applicant and their successors and transferees of the Property, to the extent of the portions of the Property that each of them owns; provided, however, that when a successor or transferee becomes entitled to receive Services hereunder, such Services shall not be conditioned upon or limited or terminated because of any failure, on the part of some other successor or transferee and with respect to another portion of the Property to satisfy any conditions, requirements or limitations placed thereon pursuant to this Agreement. Notwithstanding the foregoing provisions or any other provisions of this Agreement that may indicate to the contrary, and except to the extent specifically assumed by any such successor in writing, any such successor will not have any personal liability for the Applicant's remedial undertakings in relation to the construction of Facilities, or any other obligations of the Applicant hereunder required to be performed prior to the date of such transfer, except that (i) any such successor, in its capacity as a recipient of Services, will have the same obligations and liabilities to the District as are applicable to recipients of Services within the District, and (ii) any successor will be liable for remedial and any other obligations applicable to any Facilities that the successor may construct and dedicate to the District. The foregoing exculpation from personal liability in favor of successors will not preclude the District from enforcement by equitable remedies in the nature of specific performance or prohibitory injunctive relief that do not entail the recovery of damages or other sums or the incurrence of expenditures in order to comply. In order that notice of the District's authority hereunder may be given to all applicable property owners, Applicant agrees that this Agreement shall be recorded against the Property. Applicant agrees that it will not sell and convey any portion of the Property prior to the recording of this Agreement against the Property, and in addition the Applicant shall exercise reasonable and good faith efforts to secure the requisite

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TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

consents of the Property's mortgage lender, if any, to the terms of this Agreement and to it being made of record against the Property, and upon the occurrence of the latter event the Applicant and District shall record this Agreement against the Property.

- 5. <u>Assignment.</u> This Agreement may be assigned by Applicant only with the written consent of the District, which consent may be given or not in the sole discretion of the District. Any such attempted assignment without such consent shall be deemed void and of no force and effect.
- 6. <u>Survival of Obligations.</u> Notwithstanding the prohibition against unauthorized assignment set forth in Section IV. 5., above, the provisions of this Agreement shall be deemed to survive any transfer of the Property and shall be binding upon the successors to, and/or transferees, and assigns of the Applicant's interest in the Property.

7. Intentionally Omitted.

- 8. <u>Severability:</u> To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of this Agreement, the tennis of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof, provided that neither Party is materially deprived of the benefit of the intended bargain hereunder.. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
- 9. Third Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties hereto that any person other than Applicant and the District receiving Services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. However, the District specifically acknowledges and agrees that its obligations and undertakings hereunder will inure to the benefit of and may be enforced by Applicant's permitted successors and assignees.
- Authority and Term. Each Party hereto represents and warrants that all actions have been taken that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this Agreement on behalf of such Party and to bind such Party to its provisions; and that such Party otherwise has all requisite legal authority to bind itself to the provisions hereof, for the full term of this Agreement, and without any further action on the part of such Party or any third party or authority. The term of this Agreement shall be in perpetuity.

11. Termination for Breach and Waiver.

A. It is essential to the interests of each Party that this Agreement be maintained in effect, in accordance with its intent, and therefore neither Party shall have the contract remedy, generally afforded by law, to terminate this Agreement for a breach of the other Party's obligations hereunder; provided, however, that the foregoing shall not impair the non-

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defaulting Party's rights to pursue appropriate equitable relief as otherwise provided herein, or any express right of termination set forth under the other provisions of the Agreement.

- B. No waiver by any of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.
- 12. Notices. Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) upon hand delivery, or (2) upon 3 days after the same shall have been mailed by certified mail, return receipt requested; to the address of the Parties as set forth below or to such other Party or addresses as may hereafter be designated in writing.

To Applicant:

Forestar (USA) Real Estate Group Inc. Attn: Matthew Napier 9555 S. Kingston Ct. Suite 200 Englewood, Colorado 80112 Phone: 303-754-3219 Email: matthewnapier@forestar.com

With copy to: Moye White LLP 1400 16th Street, 6th Floor Denver, CO 80202 Attn: Amy H. Ruhl, Esq. Email: amy.ruhl@moyewhite.co

To District:

Eastern Adams County Metropolitan District 100 St Paul Street, Suite 100 Denver, Colorado 80206 Attention: Mike Serra Ill

With a copy to:

Spencer Fane LLP 1700 Lincoln Street, Suite 2000 Denver, CO 80203 Attn: Matthew Dalton Email: mdalton@spencerfane.com

13. <u>Incorporation of Exhibits</u>. All Exhibits attached hereto and referenced herein are incorporated into this Agreement by this reference.

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- 14. Governing Law, Venue. This Contract shall be construed in accordance with the laws of the State of Colorado. Venue shall be in the District Court in and for the County of Adams, State of Colorado.
- 15. Estoppel Certificates. With fifteen (15) days after request therefor from time to time by notice, the Party which is the recipient of the request shall execute and deliver an estoppel certificate confirming that this Agreement remains in full force and effect in accordance with its stated provisions (subject to any appropriate qualifications that the request may disclose). Additionally the request may ask that the response set forth any outstanding sums that the requested Party claims are then due and owing to the requested Party under this Agreement, and any claims by the requested Party of any outstanding breaches or defaults of this Agreement by any other Party bound hereby, and the status of such other matters related to the terms of this Agreement as may be reasonably set forth by the requesting Party in its notice of request. Any estoppel certificate so tendered may be relied upon by the requesting Party and its designees.
- 16. Governmental Immunity. The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate, by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act. C.R.S. § 24-10-101, et seq., as the same may be amended.
- 17. <u>Appropriation</u>. All financial obligations of the District under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the District for the purposes of this Agreement.
- 18. <u>No Personal Liability</u>. No elected official, director, officer, agent or employee of the District or Applicant shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed the date and year first above written.

APPLICANT:

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation

By: Matthew Napen Name: Matthew Napie Title: Vice President

Date: 2/16/71

STATE OF <u>Lolorado</u>) ss. COUNTY OF <u>Arapaho</u>e)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Mather Marker, to me well known, who stated he/she was the Oregonal of FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and on behalf of the company, and further stated and acknowledged he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16 rd day of February, 2021.

Notary Public

My commission expires:

4/6/2022 (SEAL) TROY HAZEL

NOTARY PUBLIC SHOP OF COLORADO

Notary 10 + 10 10 333

My Commission Expires 4/6/2022

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TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

DISTRICT:

EASTERN ADAMS COUNTY METROPOLITAN DISTRICT A quasi-municipal corporation and political subdivision of the State of Colorado

By: | hele Serve to Name: Mike Serve to Title: Vize Partiduk

Date: Fz 6 Ragny 16, 2321

STATE OF <u>Colorado</u>)

COUNTY OF <u>Nonvey</u>)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named Mike Serva III , to me well known, who stated he/she was the Vice Argident of EASTERN ADAMS COUNTY METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and on behalf of the company, and further stated and acknowledged he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of Lebruary , 2021.

Notary Public

My commission expires:

(SEAL)

REBECCA TALADAY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034020980
MY COMMISSION EXPIRES 07/14/2023

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EXHIBIT A

PROPERTY

LOTS 1 THROUGH 18, INCLUSIVE, BLOCK 1,

LOTS 1 THROUGH 12, INCLUSIVE, BLOCK 2,

LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 3,

LOTS 1 THROUGH 23, INCLUSIVE, BLOCK 4,

LOTS 1 THROUGH 3, INCLUSIVE, BLOCK 5,

LOTS 1 THROUGH 11, INCLUSIVE, BLOCK 6,

LOTS 1 THROUGH 13, INCLUSIVE, BLOCK 7,

TRACTS B, C, D, E, F, H, I, J, K, M, N AND P,

WOLF CREEK RUN WEST FILING NO. 1, RECORDED OCTOBER 8, 2020 UNDER RECEPTION NO. 2020000102832, IN THE OFFICE OF THE CLERK AND RECORDER OF ADAMS COUNTY. COLORADO.

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EXHIBIT B

ADDITIONAL PROPERTY

A PARCEL OF LAND BEING A PORTION OF THE SOUTH ONE HALF OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 62 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SAID SECTION 29, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89°41'14" EAST ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 A DISTANCE OF 1743.36 FEET;

THENCE SOUTH 00°33'44" WEST A DISTANCE OF 200.00 FEET;

THENCE NORTH 89°41'47" EAST A DISTANCE OF 800.00 FEET TO A POINT ON THE WEST RIGHT-OFWAY LINE OF PIGGOTT ROAD (PER ROAD PETITION #538);

THENCE SOUTH 00°33'44" WEST, 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 AND ALONG THE WEST RIGHT-OF-WAY LINE OF SAID PIGGOTT ROAD A 2415.81 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 26TH AVENUE (PER ROAD PETITION #538);

THENCE NORTH 89°59'43" WEST, 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 29 AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 26TH AVENUE A DISTANCE OF 4134.94 FEET;

THENCE NORTH 00° 24'32" EAST A DISTANCE OF 1281.73 FEET;

THENCE SOUTH 89°50'58" EAST A DISTANCE OF 287.67 FEET; THENCE NORTH 00°24'32" EAST A DISTANCE OF 809.68 FEET; THENCE SOUTH 69°39'32" EAST A DISTANCE OF 771.26 FEET;

THENCE NORTH 52°49'54" EAST A DISTANCE OF 736.37 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29;

THENCE NORTH 00°48'52" EAST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29 A 330.00 FEET TO THE TRUE POINT OF BEGINNING.

LESS THAT PORTION OF QUIT CLAIM DEED RECORDED DECEMBER 11, 2002 AT RECEPTION NO. C1065639 OF SAID ADAMS COUNTY RECORDS LYING WITHIN THE ABOVE DESCRIBED PARCEL:

LESS ALL OF BLOCKS 1, 2, 3, 4, 5, 6 AND 7 AND TRACTS B, C, D, E, F, G, H, I, J, K, L, M, N AND P, WOLF CREEK RUN WEST FILING NO. 1, RECORDED OCTOBER 8, 2020 AT RECEPTION NO. 2020000102832 OF SAID ADAMS COUNTY RECORDS PER PREVIOUSLY RECORDED QUIT CLAIM DEED;

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TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

LESS ALL ROADS AS SHOWN ON THE PLAT OF SAID WOLF CREEK RUN WEST FILING NO. 1 DEDICATED TO ADAMS COUNTY, LYING WITHIN THE ABOVE DESCRIBED PARCEL;

LESS TRACT O OF SAID WOLF CREEK RUN WEST FILING NO. 1 LYING WITHIN THE ABOVE DESCRIBED PARCEL;

LESS LOT 1, BLOCK 8, WOLF CREEK RUN WEST FILING NO. 1.



10825 E Geddes Ave Suite 410 • Centennial, CO 80112 • Phone (720) 981-2123 • www.coloradonaturalgas.com

September 12, 2023

Manhard Consulting 1 N Broadway Street Suite B200 Denver, CO 80203 Attn: Chris Sandor

Re: Colorado Natural Gas, Inc. – Gas service to the proposed Wolf Creek Run West – Filing 2 Subdivision in Strasburg, CO.

To Whom It May Concern:

Colorado Natural Gas (CNG) has recently been contacted about providing natural gas service to the Wolf Creek Run West – Filing 2 Subdivision (located on the NW corner of the Piggot Rd and E 26th Avenue intersection in Adams County, Strasburg, CO).

Upon successful execution of contract terms agreed to by both parties, as well as receipt of any Contribution In Aid of Construction (CIAC) payments necessary, CNG can and will serve the Wolf Creek Run West – Filing 2 Subdivision by installing the infrastructure necessary (piping, regulator station, etc) to provide natural gas service.

Sincerely,

Colorado Natural Gas, Inc.

Ben Watkin

Manager of Engineering

The Energy to Thrive™



September 13, 2023

Carlton Babbs
Eastpeak Land
1771 S Humboldt Street
Denver, CO 80210

Re: Wolf Creek Run West Filing No. 2

Dear Mr. Babbs:

We are an electric utility operating under the rules and regulations approved by our Board of Directors. The above-referenced parcel of land in Section 29, Township 3 South, and Range 62 West of the 6th P.M., County of Adams, State of Colorado, and containing 108 residential lots is located within our service area.

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

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

Sincerely,

Brooks Kaufman

Lands and Rights-of-Way Manager



Legal Description

TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO CERTIFICATE OF TAXES DUE

Account Number R0208855 Parcel 0181329200008 Assessed To

PAULS DEVELOPMENT EAST LLC 100 SAINT PAUL ST, STE 300 DENVER, CO 80206-5136 Certificate Number 2025-257392 Order Number 600218/ABC70779829.1

Alfred L. Villey

Vendor ID 43

COLORADO CONSOLIDATED COUNTY RECORD SYSTEMS LLC (COCRS)

PO BOX 102822 DENVER, CO 80250

Situs Address

SECT.TWN RNG: 29-3-62 DESC: PARC IN SEC 29 DESC AS FOLS BEG AT A PT 30 FT E OF AND 30 FT S OF THE NW COR SD SEC 29 SD PT BEING THE TRUE POB TH E 2629/32 FT TO A PT ON N/S C/L OF SD SEC 29 TH S 2639/50 FT TH E 2543/36 FT TO A PT ON W ROW LN OF PIGGOTT RD TH S 2615/81 FT TH W 2554/66 FT TH W 2490/07 FT TO A PT ON E ROW LN OF 60 FT WIDE ROADWAY TH THE FOL 3 COURSES ALG THE E ROW LN TH N 03D 19M E 727/26 FT TO A P C TH ALG THE ARC OF CURVE TO LEFT HAV A C/A OF 90D 35M RAD OF 1504 FT AND AN ARC LN GO 251/86 FT WHOSE CHD BRS N 251/56 FT TH N 06D 15M W 303/50 FT TH E 1203/91 FT TH N 1312/50 FT TH W 1281/12 FT TH N 2655/19 FT OT HE TRUE POB TOG WITH A PARC BEING A PORT OF THE SW4 OF SEC 39 DESC AS FOLS BEG AT A PT 30 FT E OF AND 30 FT N OF THE SW COR SD SEC 29 SD FT BEING THE TRUE POB TH 1347/38 FT TO A PT OF INTERSEC WITH THE ROW LN OF 60 FT WIDE ROADWAY TH THE FOL 3 COURSES ALG WLN TH S 06D 15M E 378/68 FT TO A P C TH ALG ARC OF CURVE TO RTHAV A C/AOF 09D 35M RAD OF 1444 FT AND AN ARC LN OF 241/81 FT TH S 03D 19M W 730/75 FT TH W 5/05 FT TO THE TRUE POB EXC PARCS 341/824A EXC PT PLATTED AS WOLF CREEK RUN WEST FLG 1 REC 2020000102832 270/3589A

Year	Tax	Interest	Fees	Payments	Balance
Grand Total Due as of 03/11/2025					\$0.00

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601





Colorado Geological Survey Payment Portal

Receipt Number: 781958

Colorado Geological Survey Current Date: 09/13/2023

Description Amount Tax

Pre-Pay the Colorado Geological Survey Land Use Review Fee \$1,550.00

Must select project size to calculate a price: Large Subdivision -

Project Name: Wolf Creek Run West - Filing 2

County of Project: Adams County Applicant's Name: Carlton Babbs

Applicant's Address (line 1): 1771 S Humboldt Street

Applicant's City: Denver Applicant's State: CO Applicant's Zip Code: 80210 Applicant's Phone: 303-881-8962

Applicant's Email: cbabbs@eastpeakland.com

Section: 29 Township: 3S Range: 62W

Payments Received

Pre-Pay the Colorado Geological Survey Land Use Review Fee

ıotai	\$1,550.00

CC \$1,550.00	0
American Express XXXXXXXXXXXX002	
Authorization # 257320	

Total \$1,550.00

Thank you for the payment.

Amount