

SECOND AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AMENDED AGREEMENT, is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and SEC 2-3 Phoenix, LLC, a Colorado limited liability company, 9200 E. Mineral Avenue, Unit 365, Centennial, CO 80112, hereinafter called "Developer", and collectively referred to hereinafter as the "parties". This amended agreement ("Agreement") replaces and supersedes the previous amended subdivision improvements agreement of the parties made and entered into on or about February 13, 2018. (Reception # 2018000013397, Case # PLT2005-00051)

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof, hereafter referred to as the "Property".

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

WHEREAS, on February 27, 2006, the Board of County Commissioners approved Case# PLT PLT2005-00051, Shook Subdivision for the following:

Major Subdivision to create 32 lots on approximately 55.274 acres of land.

WHEREAS, the Developer desires to develop the property in two (2) phases, as shown in Exhibit B.

WHEREAS, this agreement is entered into to guarantee the installation of public and private improvements within the phase one (1) of development.

WHEREAS, the Developer will enter into a separate Subdivision Improvements Agreement for phase two (2).

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs of the development to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "B".
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibits "B". The Director of Community and Economic Development may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "B" for a period not to exceed 180 days. Any extension greater than 180 days shall only be approved by the Board of County Commissioners. Any extension of time shall be in written form only.

5. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement.

Said collateral for Exhibit "B" shall be in the amount of \$404,548.46 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Public Works Department in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of completion.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

6. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
7. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
8. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.**

Public Improvements:

- Construction of Hi-Land Circle, East 160th Place and Elmira Street.
- Construction of related drainage ways, culverts, and utilities.
- Block 2, Lots 1-8
- Block 3, Lots 1-3
- Block 4, Lots 1
- Outlots D, F

See Exhibit "B" for description, estimated quantities and estimates construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

All dedications were made at the time of platting.

SEC 2-3 Phoenix, LLC
Developer

By: _____
Gene Osborne, Authorized Agent

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 2018.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of: Shook Subdivision \$404,548.46. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners. No construction permits shall be issued until all collateral required by this SIA is provided and approved by County staff.

ATTEST:

CHAIR
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

Approved as to form:

County Attorney

EXHIBIT A

Legal Description: Located in the Southeast ¼ of Section 3, Township 1 South, Range 67 West of the 6th P.M, County of Adams, State of Colorado

Shook Subdivision as recorded under Reception No. 2006000202010 at the Adams County Clerk and Records Office.

EXHIBIT B

See attached Exhibit B.

Construction Completion Dates: October 31, 2020

Initials or signature of Developer:_____

DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT BARTLEY/SHOOK LAND INVESTMENTS, INC., A COLORADO CORPORATION, BEING ALL OF THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

A PART OF THE SOUTHEAST ONE-QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED "T1S, 1/4, 3/10, PLS 26298" AND AT THE SOUTHEAST CORNER OF SAID SECTION 3 BY A 2 INCH ALUMINUM CAP STAMPED "ALPHA ENGRG., T1S, S3/S2/S10/S11, R67W, 1996, LS 25937" IN A RANGE BOX, BEARING S 89°31'31"W.

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 3, THENCE N 00°30'49" W ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER N 00°30'49" W A DISTANCE OF 1213.23 FEET TO THE CENTER-SOUTH 1/16TH CORNER OF SAID SECTION 3;

THENCE N 89°35'44" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SOUTHEAST ONE-QUARTER OF SECTION 3 A DISTANCE OF 1984.92 FEET;

THENCE S 00°40'07" E A DISTANCE OF 1210.81 FEET TO THE NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO OF RECORD IN BOOK 1323 AT PAGE 0091;

THENCE S 89°31'31" W ALONG SAID NORTH LINE OF THAT PARCEL TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO A DISTANCE OF 1988.19 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,407,732 SQUARE FEET OR 55.274 ACRES.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS AND OUTLOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF "SHOOK SUBDIVISION", AND DO HEREBY DEDICATE TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR PUBLIC USE, ALL STREETS AND OTHER PUBLIC WAYS AND LANDS AS SHOWN ON THIS PLAT, FOREVER, AND ALSO RESERVE THOSE PORTIONS OF REAL PROPERTY WHICH ARE LABELED AS EASEMENTS ON THIS PLAT, FOR THE INSTALLATION AND MAINTENANCE OF UTILITY AND DRAINAGE FACILITIES, INCLUDING BUT NOT LIMITED TO ELECTRIC LINES, GAS LINES, WATER LINES AND SEWER LINES TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH A PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES; SAID EASEMENTS TO BE USED IN A RESPONSIBLE AND PRUDENT MANNER.

EXECUTED THIS ____ DAY OF _____, 200____.

BARTLEY/SHOOK LAND INVESTMENTS, INC., A COLORADO CORPORATION

BY: GENE OSBORNE, PRESIDENT

PRESIDENT _____ DATE _____

ACKNOWLEDGEMENT

COUNTY OF _____ }
STATE OF COLORADO } SS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 200____, BY GENE OSBORNE AS PRESIDENT OF BARTLEY/SHOOK LAND INVESTMENTS, INC.

NOTARY PUBLIC

WITNESS MY HAND AND SEAL. MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____

LIENHOLDER'S CERTIFICATE

THE UNDERSIGNED HEREBY CONSENT(S) TO THE PUBLIC DEDICATION SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM THE ENCUMBRANCE RECORDED IN BOOK _____ AT PAGE(S) _____ OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER.

WESTERN UNITED LIFE ASSURANCE COMPANY, WHOSE ADDRESS IS 4424 N. SULLIVAN ROAD, SPOKANE VALLEY, WA. 99216

BY: _____
WAYNE C. METCALF III
CHIEF DEPUTY RECEIVER OF WESTERN UNITED LIFE ASSURANCE COMPANY

COUNTY OF _____ }
STATE OF _____ } SS

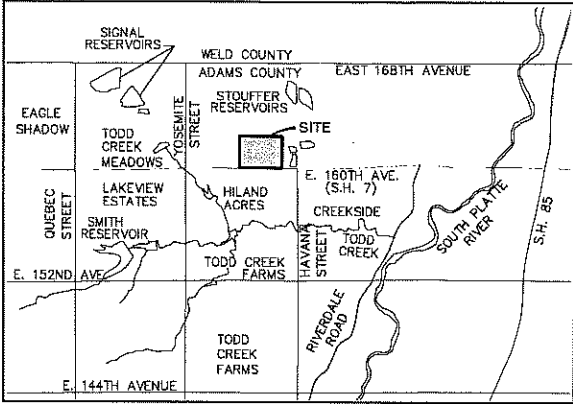
THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 200____, BY WAYNE C. METCALF III AS CHIEF DEPUTY RECEIVER OF WESTERN UNITED LIFE ASSURANCE COMPANY.

NOTARY PUBLIC

WITNESS MY HAND AND SEAL. MY COMMISSION EXPIRES _____

MY ADDRESS IS: _____

SHOOK SUBDIVISION
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



VICINITY MAP

SCALE: 1"=1 MILE

NOTES

1. BY GRAPHIC PLOTTING ONLY, THIS SITE LIES IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 080010C0556, WITH AN EFFECTIVE DATE OF AUGUST 16, 1995.
2. ALL EASEMENTS SHOWN ARE UTILITY AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED. ALL EASEMENTS ALONG ROADS ARE ALSO SLOPE EASEMENTS.
3. ENGINEERED ONSITE WASTEWATER SYSTEM (OWS) MAY BE REQUIRED ON CERTAIN LOTS. ENGINEERED OWS ARE LARGER AND MORE COSTLY THAN CONVENTIONAL SYSTEMS. LOT SPECIFIC SOILS AND PERCOLATION TESTS SHALL BE USED TO DETERMINE THE TYPE AND SIZE OF OWS. BASED ON AN EVALUATION OF THE SOILS, TRI-COUNTY HEALTH DEPARTMENT MAY RECOMMEND AN ENGINEERED OR LARGER OWS THAN THE MINIMUM REQUIRED BASED SOLELY UPON THE PERCOLATION TEST RESULTS.

SUITABLE AREA NEEDS TO BE DESIGNATED ON EACH LOT SITE PLAN FOR BOTH PRIMARY AND REPLACEMENT WASTEWATER ABSORPTION AREAS. REPLACEMENT OF THE PRIMARY ABSORPTION AREA MAY BE REQUIRED, IF FAILURE OF THE PRIMARY AREA OCCURS. THESE AREAS NEED TO MEET ALL TRI-COUNTY HEALTH DEPARTMENT SETBACK REQUIREMENTS, AND ARE TO REMAIN FREE OF ANY IMPROVEMENTS, E.G. IRRIGATED LANDSCAPE, PAVING, OUT-BUILDINGS, ETC.

THE TODD CREEK METRO DISTRICT HAS IMPLEMENTED A MAINTENANCE AND INSPECTION PROGRAM FOR ONSITE WASTEWATER SYSTEMS (OWS) WITHIN THE DISTRICT. THE DISTRICT SHALL BE CONTACTED FOR SPECIFIC REQUIREMENTS OF THE PROGRAM.

4. NO BUILDING PERMITS WILL BE ISSUED FOR ANY LOT IN ANY PHASE OF CONSTRUCTION, UNTIL ALL PUBLIC IMPROVEMENTS, IN ANY PHASE, AS REQUIRED BY THE APPROVED CONSTRUCTION PLANS, HAVE BEEN COMPLETED AND ARE UNDER PRELIMINARY ACCEPTANCE OF THE ADAMS COUNTY DEPARTMENT OF PUBLIC WORKS.
5. EIGHT-FOOT (8') WIDE UTILITY EASEMENTS ARE HEREBY GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND REAR LOT LINES OF EACH LOT WITHIN THE SUBDIVISION OR PLATTED AREA. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEPHONE, CABLE, AND TELECOMMUNICATION FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS WITHIN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
6. THE DEVELOPER SHALL PROVIDE A BUILDING ENVELOPE FREE OF ALL UNDERGROUND PIPELINES AND WILL BE RESPONSIBLE FOR REMOVING, RELOCATING AND/OR REDIRECTING ANY UNDISCOVERED PIPELINES WITHIN THE BUILDING ENVELOPES.
7. ADAMS COUNTY IS NOT RESPONSIBLE FOR THE ENFORCEMENT OF ANY COVENANTS, CONDITIONS, OR RESTRICTIONS THAT MAY BE FILED AGAINST THIS SUBDIVISION PLAT.
8. THE DEVELOPER SHALL RELOCATE ANY AND ALL OIL OR GAS LINES THAT PREVENT AN ADEQUATE ISDS FROM BEING INSTALLED ON ANY LOT.
9. LOT FENCING IS TO BE PLACED ON THE PERIMETER OF THE GAS LINE EASEMENTS. NO FENCING, LANDSCAPING OR PERMANENT STRUCTURES ARE TO BE PLACED WITHIN THE LIMITS OF THE GAS LINE EASEMENTS SHOWN HEREON.
10. THERE ARE EXISTING UNDERGROUND GAS AND/OR OIL LINES WITHIN UNDOCUMENTED EASEMENTS WITHIN THIS DEVELOPMENT. THIS IS A GENERAL NOTE INFORMING THAT SUCH LINES OR EASEMENTS MAY EXIST ON ANY LOT AND CANNOT BE ACCURATELY LOCATED ON ANY PLATS AND THAT THE SURVEYOR AND ENGINEER ARE NOT LIABLE OR RESPONSIBLE FOR ANY BUILDING RESTRICTIONS OR LIMITATIONS CAUSED BY THESE LINES OR EASEMENTS. RESPONSIBILITY IS WITH THE OWNER/DEVELOPER TO LOCATE ANY SUCH LINES SO AS TO PROVIDE AN ACCEPTABLE BUILDING ENVELOPE.
11. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY TO THE SYSTEM. THE PROPERTY OWNERS (METRO DISTRICT) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNERS FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
12. THE PROPERTY IS ALSO SUBJECT TO THE FOLLOWING ITEMS FROM NORTH AMERICAN TITLE COMPANY OF COLORADO, COMMITMENT NUMBER BDC 196317 SCHEDULE B-2 EXCEPTIONS:
 - A. MULTIPLE REFERENCES TO WATER, GAS AND MINERAL RIGHTS.
 - B. RIGHT-OF-WAY OF RECORD IN BOOK 41 AT PAGE 248.
 - C. EASEMENT AGREEMENT OF RECORD IN BOOK 174 AT PAGE 478.

CASE NO. PLT2005-00051

NOTES (CONTINUED)

13. OIL AND GAS OPERATIONS: EACH BUYER OF A LOT IN THIS SUBDIVISION ACKNOWLEDGES AND AGREES THAT (1) THERE ARE CONTINUING OIL AND GAS OPERATIONS IN AND AROUND THE EXISTING WELLS AND/OR PRODUCTION SITES (2) THERE MAY BE FUTURE WELLS AND PRODUCTION SITES DRILLED AND ASSOCIATED OIL AND GAS OPERATIONS TAKING PLACE IN THE OUTLOTS A, B OR C.
 14. INDIVIDUAL SEWAGE DISPOSAL SYSTEMS (ISDS). MAINTENANCE OF THE ISDS WILL BE UNDERTAKEN BY THE TODD CREEK FARMS METROPOLITAN DISTRICT NUMBER 1 (TCFMD1). NO SEPTIC TANK SHALL BE CONSTRUCTED FURTHER THAN 150' FROM THE GARAGE DRIVEWAY. SEPTIC TANK PUMPING TRUCKS WILL ACCESS THOSE DRIVEWAYS FOR MAINTENANCE PURPOSES. DRIVEWAYS WILL BE CONSTRUCTED ACCORDINGLY. ALL ISDS WILL BE APPROVED BY TCFMD1 PRIOR TO CONSTRUCTION.
 15. THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. §§24-68-101, et seq., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
 16. NO STRUCTURES, INCLUDING RESIDENCES AND ACCESSORY STRUCTURES, MAY BE CONSTRUCTED WITHIN THE DESIGNATED 150 FOOT BUFFER AROUND EACH EXISTING OIL OR GAS WELL. THIS PROVISION DOES NOT APPLY TO FENCES.
- WHERE A NEW HOME, OR A PORTION OF A NEW HOME, IS CONSTRUCTED WITHIN THREE HUNDRED (300) FEET OF AN EXISTING OIL OR GAS WELL, THE PROPERTY OWNER SHALL SUBMIT A SIGNED WAIVER ACKNOWLEDGING THE EXISTENCE OF THE FACILITY (SECTION 4-06-01-02-02-12, ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS). THE WAIVER FORM (OIL AND GAS WELL WAIVER) IS AVAILABLE AT THE ADAMS COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. THE COMPLETED WAIVER SHALL BE EXECUTED, NOTARIZED, AND RECORDED AT THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER. A COPY OF THE RECORDED WAIVER SHALL BE REQUIRED WITH A BUILDING PERMIT APPLICATION FOR A NEW RESIDENCE. THE WAIVER SHALL BE REVIEWED FOR ACCURACY AND COMPLETENESS BY THE ADAMS COUNTY PLANNING AND DEVELOPMENT DEPARTMENT. THIS PROVISION DOES NOT APPLY TO ACCESSORY STRUCTURES. THIS PROVISION DOES NOT APPLY IF THE WELL HAS BEEN PLUGGED AND ABANDONED.

CERTIFICATE OF SURVEY

I JEFFREY E. KISTNER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF: THERE ARE NO ROADS, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT THE SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, AND THAT THE PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

FOR AND ON BEHALF OF SURVCON INC.

JEFFREY E. KISTNER
REGISTERED LAND SURVEYOR
COLORADO REGISTRATION NO. 30829

DATE _____

BASIS OF BEARINGS

THE BEARINGS SEWOWN HEREON ARE BASED ON THE THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 3, BEING MONUMENTED AT THE SOUTH 1/4 CORNER BY A 3 INCH ALUMINUM CAP STAMPED "T1S, 1/4, 3/10, PLS 26298" AND AT THE SOUTHEAST CORNER OF SAID SECTION 3 BY A 2 INCH ALUMINUM CAP STAMPED "ALPHA ENGRG., T1S, S3/S2/S10/S11, R67W, 1996, LS 25937" IN A RANGE BOX, BEARING S 89°31'31"W.

NOTICE

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

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS

THIS ____ DAY OF _____, 20____.

CHAIRMAN

CLERK AND RECORDER

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 THE ____ DAY OF _____, 20____.

COUNTY CLERK AND RECORDER

BY DEPUTY: _____

INSTRUMENT NUMBER: _____


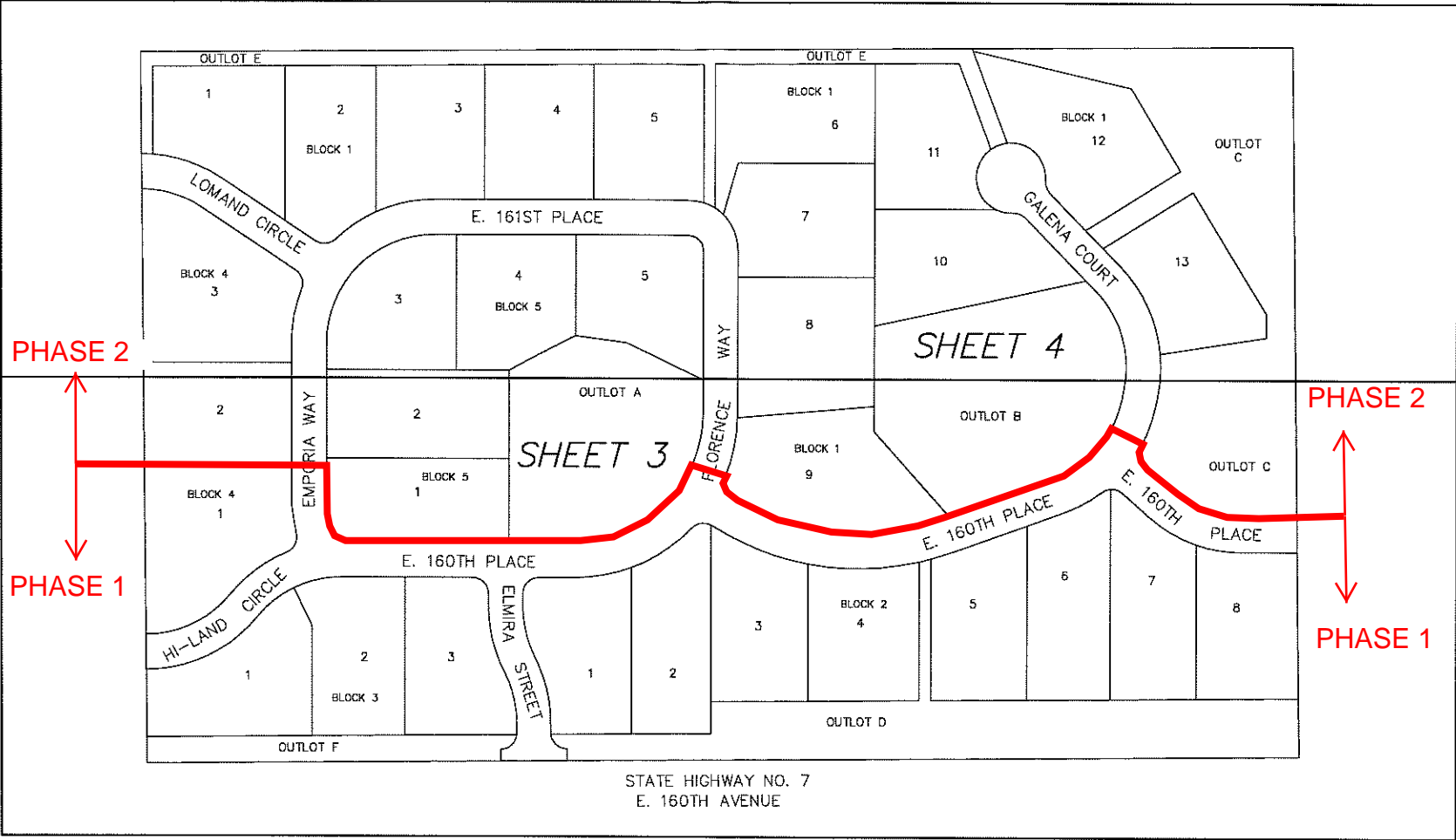
FINAL PLAT			
SHOOK SUBDIVISION			
 SURVCON INC. PROFESSIONAL SURVEYORS 7800 E. DORADO PL., STE. 101 GREENWOOD VILLAGE, CO 80111 PH. (303) 858-0404			
SCALE:	NTS	JOB NO.	110-058
DATE:	11-28-2005	110-058\DRAWING\SHOOK-FP058FP SHOOK.dwg	
DRAWN BY:	CB	SHEET NO.	1 OF 5

EXHIBIT A

SHOOK SUBDIVISION
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



LAND USE TABLE

DESCRIPTION	LAND USE	PROPOSED ACREAGE	PROPOSED DWELLING UNITS	PROPOSED % OF SITE ACREAGE
LOTS 1-13, BLOCK 1; LOTS 1-8 BLOCK 2; LOTS 1-3, BLOCK 3; LOTS 1-3 BLOCK 4; LOTS 1-5, BLOCK 5;	SINGLE FAMILY RESIDENCES	34.576	32	62.6%
OUTLOTS A,B,C AND E	PUBLIC PARKS / OPEN SPACE UTILITY AND DRAINAGE EASEMENT	10.237	N/A	18.5%
OUTLOTS D AND F	DRAINAGE EASEMENTS	3.352	N/A	6.1%
PROPOSED STREET (R.O.W.) & EASEMENTS	INGRESS/EGRESS & EASEMENTS	7.109	N/A	12.9%




FINAL PLAT	
SHOOK SUBDIVISION	
 SURVCON INC. PROFESSIONAL SURVEYORS 7800 E. DORADO PL., STE. 101 GREENWOOD VILLAGE, CO 80111 PH. (303) 858-0404	
NOT TO SCALE	JOB NO. 110-058
DATE: 11-28-2005	110-058\DRAWING\SHOOK-FP058FP SHOOK.dwg
DRAWN BY: CB	SHEET NO. 2 OF 5

EXHIBIT A

PHASE 2

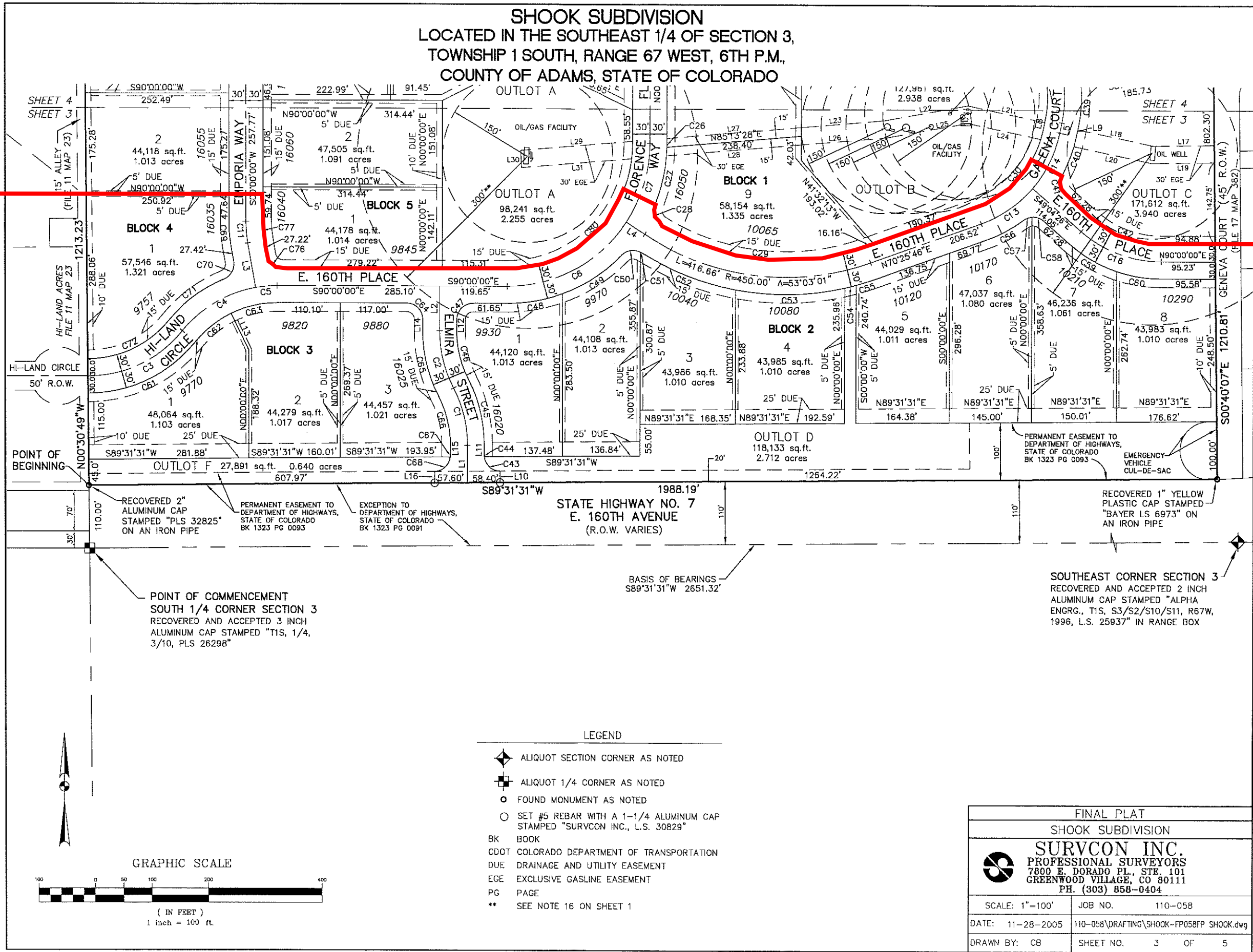


PHASE 1

PHASE 2



PHASE 1



SHOOK SUBDIVISION
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

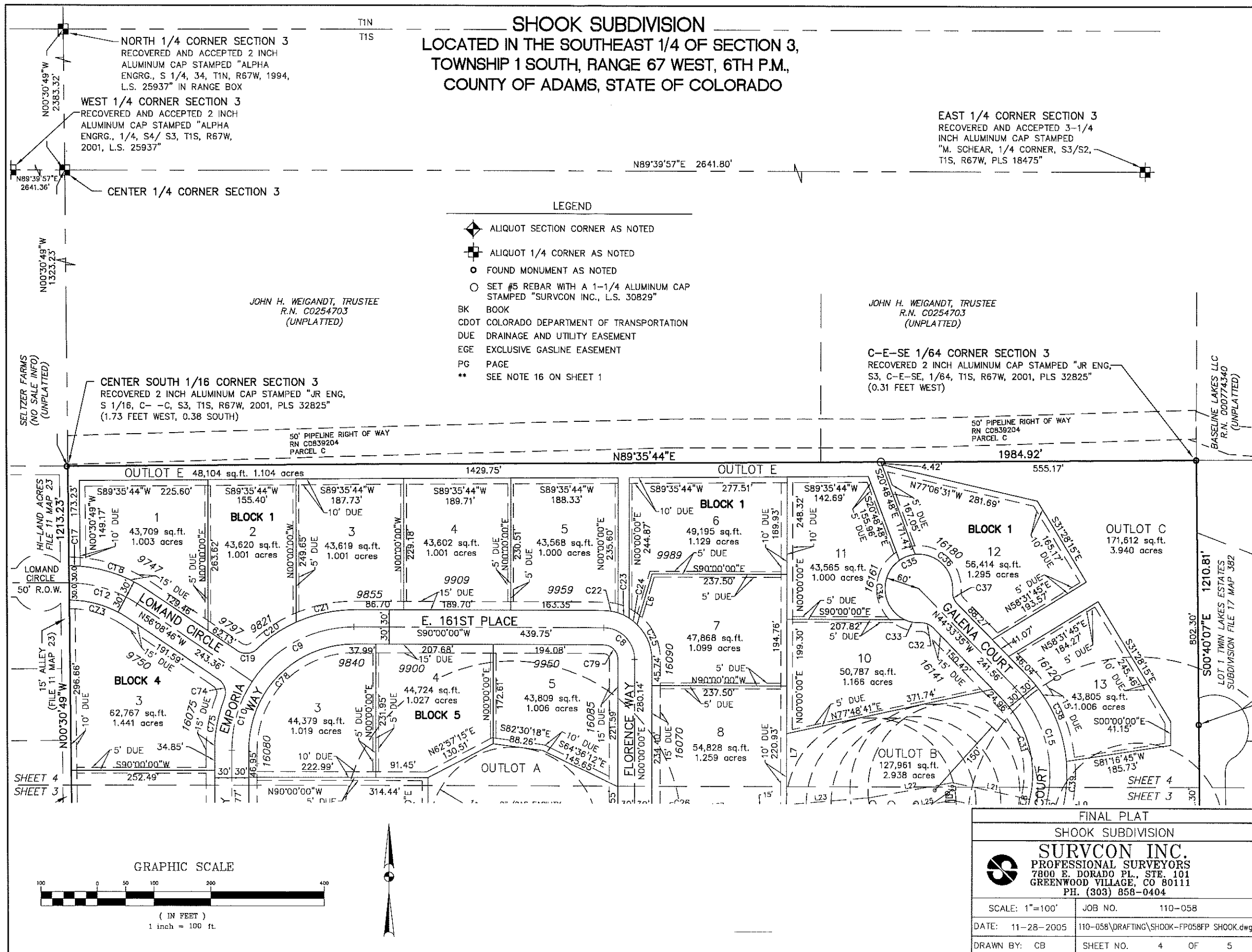


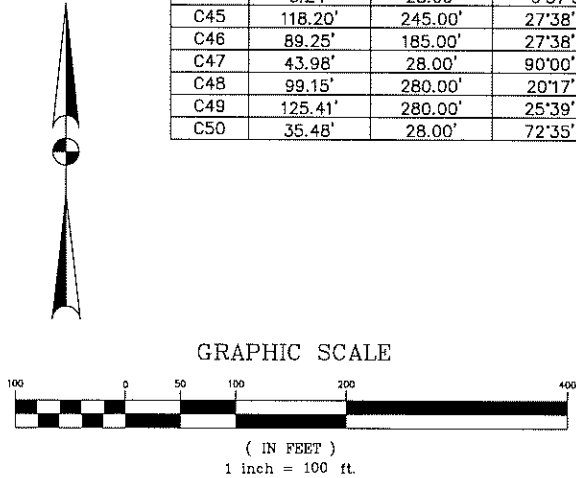
EXHIBIT A

SHOOK SUBDIVISION
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	103.73'	215.00'	27°38'34"
C2	103.73'	215.00'	27°38'34"
C3	190.50'	215.00'	50°46'04"
C4	152.55'	215.00'	40°39'13"
C5	37.95'	215.00'	10°06'51"
C6	247.92'	250.00'	56°49'07"
C7	144.78'	250.00'	33°10'53"
C8	86.39'	55.00'	90°00'00"
C9	210.69'	215.00'	56°08'46"
C10	127.04'	215.00'	33°51'14"
C11	37.95'	215.00'	10°06'51"
C12	127.04'	215.00'	33°51'15"
C13	110.71'	215.00'	29°30'12"
C14	108.76'	215.00'	28°59'04"
C15	212.02'	215.00'	56°30'05"
C16	153.57'	215.00'	40°55'34"
C17	20.03'	245.00'	4°41'03"
C18	125.00'	245.00'	29°13'58"
C19	37.99'	28.00'	77°44'01"
C20	83.50'	245.00'	19°31'35"
C21	104.14'	245.00'	24°21'12"
C22	25.35'	85.00'	17°05'08"
C23	22.08'	85.00'	14°52'49"
C24	18.33'	85.00'	12°21'24"
C25	67.76'	85.00'	45°40'39"
C26	6.38'	280.00'	1°18'21"
C27	102.76'	280.00'	21°01'39"
C28	39.51'	28.00'	80°51'19"
C29	374.21'	420.00'	51°02'55"
C30	188.85'	185.00'	58°29'16"
C31	182.44'	185.00'	56°30'05"
C32	23.83'	28.00'	48°46'10"
C33	29.21'	60.00'	27°53'42"
C34	125.81'	60.00'	120°08'36"
C35	30.32'	60.00'	28°57'18"
C36	105.29'	60.00'	100°32'44"
C37	23.83'	28.00'	48°46'10"
C38	168.26'	245.00'	39°20'57"
C39	73.34'	245.00'	17°09'08"
C40	71.49'	245.00'	16°43'06"
C41	37.99'	28.00'	77°44'02"
C42	132.14'	185.00'	40°55'34"
C43	40.98'	28.00'	83°50'58"
C44	3.24'	28.00'	6°37'31"
C45	118.20'	245.00'	27°38'34"
C46	89.25'	185.00'	27°38'34"
C47	43.98'	28.00'	90°00'00"
C48	99.15'	280.00'	20°17'18"
C49	125.41'	280.00'	25°39'44"
C50	35.48'	28.00'	72°35'43"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C51	2.55'	28.00'	5°13'29"
C52	179.18'	480.00'	21°23'17"
C53	193.93'	480.00'	23°08'57"
C54	20.60'	480.00'	2°27'34"
C55	37.22'	480.00'	4°26'36"
C56	73.71'	245.00'	17°14'13"
C57	15.75'	28.00'	32°13'51"
C58	22.24'	28.00'	45°30'10"
C59	95.48'	245.00'	22°19'47"
C60	79.52'	245.00'	18°35'47"
C61	216.82'	245.00'	50°42'17"
C62	80.19'	185.00'	24°50'10"
C63	83.73'	185.00'	25°55'54"
C64	43.98'	28.00'	90°00'00"
C65	118.20'	245.00'	27°38'34"
C66	89.25'	185.00'	27°38'34"
C67	2.77'	28.00'	5°40'33"
C68	40.98'	28.00'	83°50'58"
C69	43.25'	245.00'	10°06'51"
C70	37.99'	28.00'	77°44'01"
C71	121.39'	245.00'	28°23'14"
C72	164.19'	185.00'	50°51'04"
C73	109.04'	185.00'	33°46'15"
C74	37.99'	28.00'	77°44'02"
C75	92.31'	245.00'	21°35'16"
C76	39.04'	28.00'	79°53'09"
C77	32.66'	185.00'	10°06'51"
C78	290.60'	185.00'	90°00'00"
C79	39.27'	25.00'	90°00'00"
C80	345.58'	220.00'	90°00'00"

LINE TABLE		
LINE	LENGTH	BEARING
L1	64.86'	N00°00'00"W
L2	78.15'	N00°00'00"E
L3	79.18'	S10°06'51"E
L4	38.50'	S56°31'13"E
L5	17.72'	N11°56'30"E
L6	91.85'	N16°11'26"E
L7	180.03'	N00°00'00"E
L8	17.72'	S11°56'30"W
L9	17.72'	N11°56'30"E
L10	20.00'	N00°28'29"W
L11	16.38'	N00°00'00"E
L12	20.15'	N00°00'00"E
L13	70.89'	N25°55'54"W
L14	20.15'	N00°00'00"E
L15	17.34'	N00°00'00"E
L16	20.00'	N00°28'29"W
L17	107.74'	N89°19'53"E
L18	135.27'	S78°03'30"E
L19	111.05'	N89°19'53"E
L20	139.23'	S78°03'30"E
L21	138.51'	S78°03'30"E
L22	148.27'	N79°39'38"E
L23	148.08'	N85°13'28"E
L24	131.75'	S78°03'30"E
L25	143.82'	N79°39'38"E
L26	152.04'	N85°13'28"E
L27	238.33'	N85°13'28"E
L28	239.16'	N85°13'28"E
L29	197.46'	N85°13'28"E
L30	30.03'	N02°22'55"W
L31	194.59'	N85°13'28"E




FINAL PLAT			
SHOOK SUBDIVISION			
 SURVCON INC. PROFESSIONAL SURVEYORS 7800 E. DORADO PL., STE. 101 GREENWOOD VILLAGE, CO 80111 PH. (303) 858-0404			
SCALE: N/A		JOB NO. 110-058	
DATE: 11-28-2005		110-058\DRAWING\SHOOK-FP058FP SHOOK.dwg	
DRAWN BY: CB		SHEET NO. 5 OF 5	

Exhibit B

Shook Subdivision - Filing No. 1

Project Schedule of Public Improvements

Item	Quantity	Unit	Unit Price	Total
1A. Streets - Elmira Street				
All internal roads				
HMA Pavement (4" Full Depth)	197	Tons	\$72.73	\$14,336.00
Class Road Base (6" Depth)	296	Tons	\$24.18	\$7,150.08
Fine Grading	1	EA	\$1,328.00	\$1,328.00
6' Class 6 road base shoulders	142.9	TONS	\$24.18	\$3,455.34
Signs	4	EA	\$300.00	\$1,200.00
Street Lights	2	EA	\$3,500.00	\$7,000.00
Traffic Control	1	EA	\$3,500.00	\$3,500.00
30-inch RCP	46	LF	\$88.00	\$4,048.00
30" FES	2	EA	\$1,200.00	\$2,400.00
Mobilization	1	15	\$390.00	\$390.00
			Subtotal	\$44,807.42
1B. Streets - E. 160th Place				
All Internal roads				
HMA Pavement (5" Full Depth)	1572	Tons	\$58.18	\$91,472.00
Class 6 Road Base	1887	Tons	\$24.18	\$45,621.66
Fine Grading	8240	SY	\$1.00	\$8,240.00
6' Class 6 road base shoulders	836	Tons	\$24.18	\$20,213.34
Signs	5	EA	\$300.00	\$1,500.00
Street Lights	3	EA	\$3,500.00	\$10,500.00
24-inch RCP	84	LF	\$65.00	\$5,460.00
24" FES	4	EA	\$750.00	\$3,000.00
Mobilization	1	LS	\$390.00	\$390.00
			Subtotal	\$186,397.00
1C. Streets - HI-land Circle				
All internal roads				
HMA Pavement (5" Full Depth)	248	Tons	\$58.18	\$14,416.00
Class 6 Road Base	297	Tons	\$24.18	\$7,189.98
Fine Grading	1333	SY	\$1.00	\$1,333.00
6' Class 6 road base shoulders	143	Tons	\$24.18	\$3,447.36
Signs	1	EA	\$300.00	\$300.00
24-inch RCP	48	LF	\$65.00	\$3,120.00
24" FES	2	EA	\$750.00	\$1,500.00
Mobilization	1	LS	\$390.00	\$390.00
			Subtotal	\$31,696.34
2. Drainage System				
Pond A: Pond Grading Cut	740	CY	\$3.00	\$2,220.00
8" Thick Maintenance Road Crushed Granite	337	CY	\$44.00	\$14,828.00
12" Thick Concrete Overflow Weir	2	CY	\$500.00	\$925.00
24" RCP	35	LF	\$65.00	\$2,275.00
30" RCP	74	Lf	\$88.00	\$6,512.00
Seeding and Mulching	1	Acres	\$35.00	\$44.45
18" Thick Class M Riprap	97	CY	\$40.00	\$3,880.00
Concrete, Type D Modified Outlet Structure	1	Each	\$10,000.00	\$10,000.00
8" Thick Concrete Forebay	2	Each	\$5,000.00	\$10,000.00
6" Thick Concrete Trickle Channel	499	LF	\$15.00	\$7,485.00
			Pond A	
			Subtotal	\$58,169.45
	Storm/Pond Total			\$58,169.45
	Total Projection			\$321,070.21
	Administration 20%			\$64,214.04
	Inflation Guaranty 5%			\$19,264.21
	Total Prolection With Warranty			\$404,548.46