

Community & Economic Development Department Planning & Development

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

Brighton, CO 80601-8218

Phone: 720.523.6800 Website: adcogov.org

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

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

Development Application Form (pg. 4)

Written Narrative

Site Plan

Proof of Ownership

Proof of Water and Sewer Services

Legal Description

Statement of Taxes Paid

Trip Generation Analysis

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

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

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

Guide to Rezoning Application

This application shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked Microsoft OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF, although you may provide multiple PDFs to ensure no file exceeds 100 MB. Once a complete application has been received, fees will be invoiced and payable online at www.permits.adcogov.org.

Written Narrative

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

Site Plan Showing Proposed Development:

- A detailed drawing of existing and proposed improvements.
- Including:
 - o Streets, roads, and intersections
 - O Driveways, access points, and parking areas
 - o 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

Proof of Ownership:

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

Proof of Water and Sewer:

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

Legal Description:

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

Statement of Taxes Paid:

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

Trip Generation Letter:

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

Supplemental Documents

Neighborhood Meeting Summary:

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

Preliminary Drainage Analysis:

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

Community & Economic Development Department www.adcogov.org



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

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 REP	PRESENTATIVE (Consultant, Engi	neer, 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 NO
If yes, please list F	PRE#:
under the authority requirements, production	at I am making this application as owner of the above-described property or acting y of the owner (attached authorization, if not owner). I am familiar with all pertinent cedures, and fees of the County. I understand that the Application Review Fee is non-tements made on this form and additional application materials are true to the best and belief.
Name:	Date:
	Owner's Printed Name
Name:	





May 31, 2024

Cody Spaid
Adams County Community and Economic Development Department
4430 S. Adams County Parkway
Brighton, CO 80601-8216

Re: 2021 E. 68th Avenue - RV Storage Project Narrative

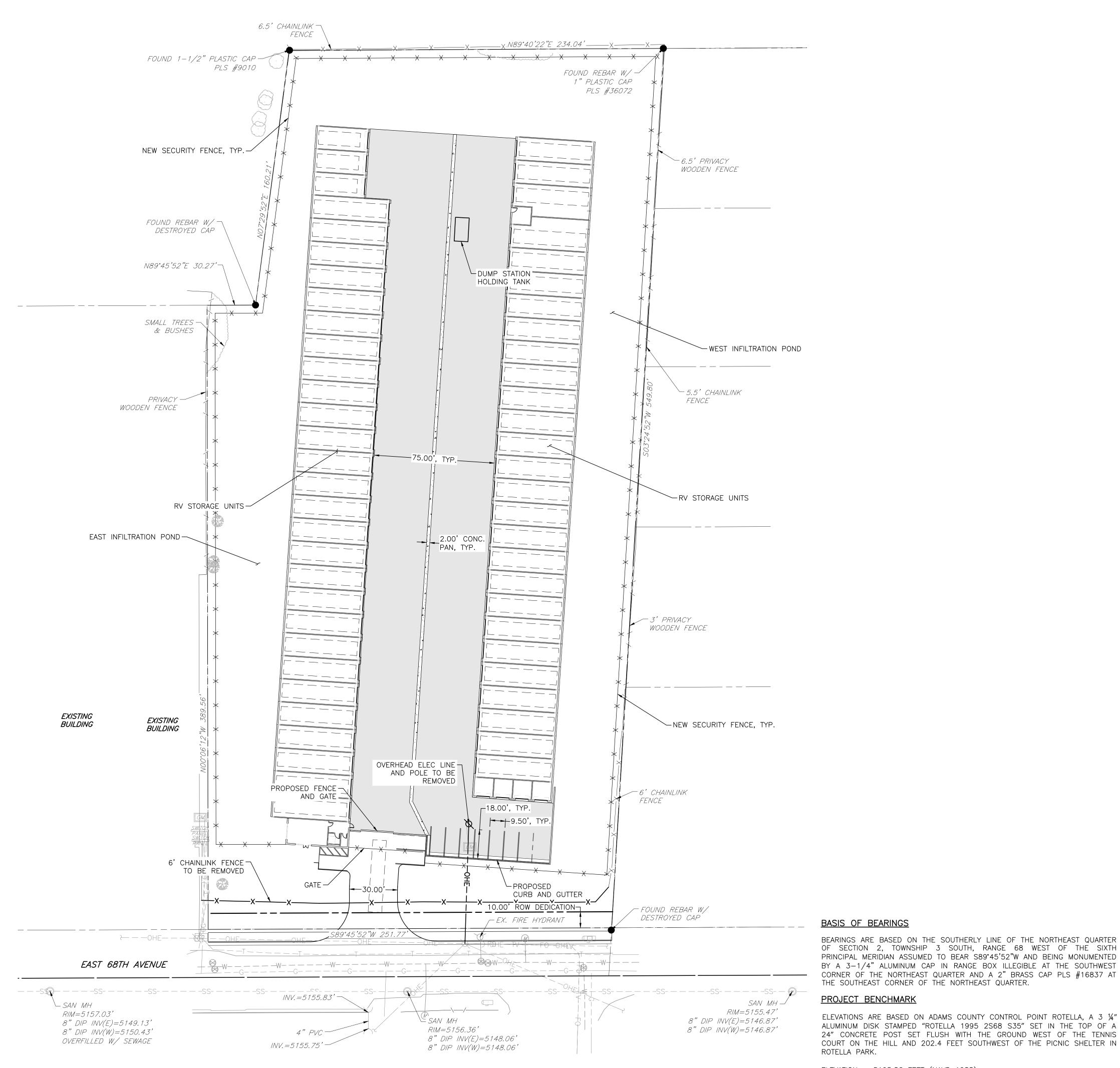
Martin/Martin, Inc. Project No.: 24.0418

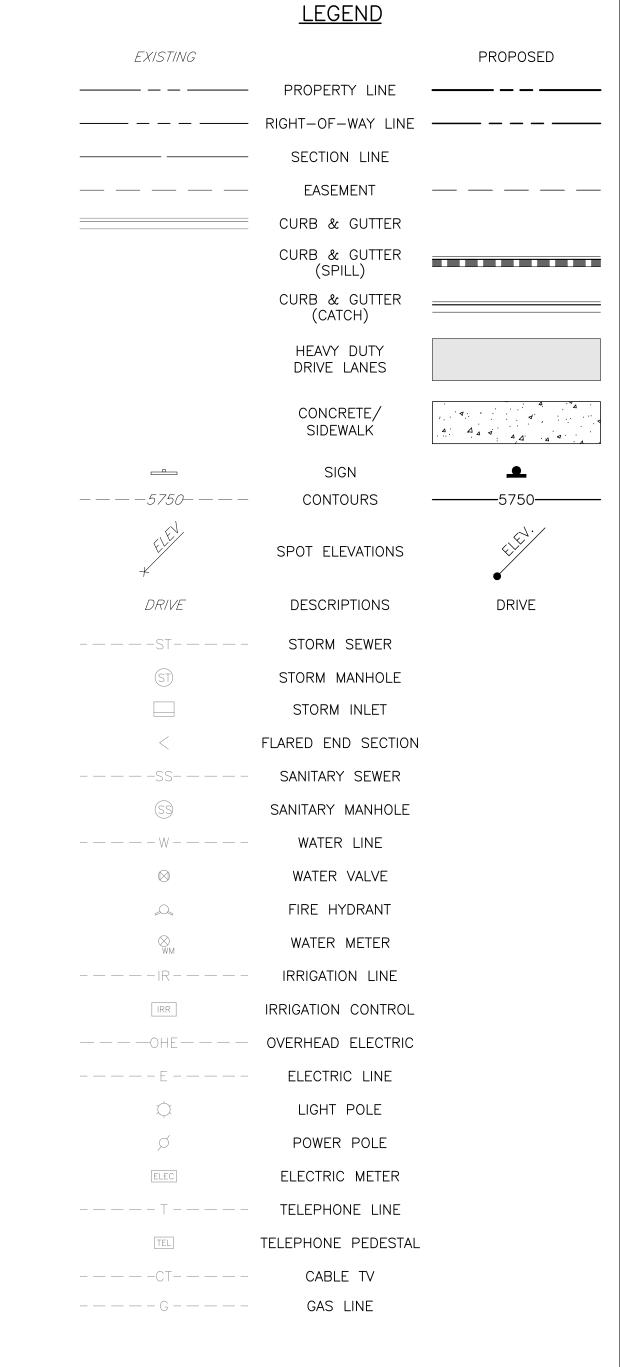
Martin/Martin is working on behalf of Douglass Colony Group Inc. to develop their property located at 2021 East 68th Avenue in unincorporated Adams County, Colorado. The existing property is understood to be identified by Tax Parcel Number 0182505100027, does not have a subdivision plat, and is zoned at a conditional I-1 classification. The project consists of developing approximately 3.22 acres of undeveloped land with two (2) RV Storage buildings, an administrative office, a drive lane, and two (2) detention/infiltration ponds. Through this project, we are applying to formally plat the property and to modify the zoning to an I-2 classification.

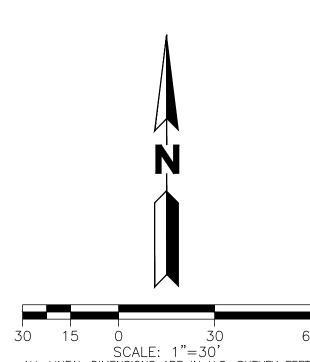
Sincerely,

Zachary Drury, PE Project Engineer









ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. UNLESS OTHERWISE NOTED, THE UTILITIES SHOWN ON THIS DRAWING ARE BASED ON INFORMATION PROVIDED BY OTHERS AND DEPICTED AS ASCE (38) QUALITY LEVEL D. IN ACCORDANCE WITH THE PROVISIONS OF COLORADO REVISED STATUTE, TITLE 9, 17 IS THE CONTRACTORS RESPONSIBILITY TO CALL COLORADO 81 UTILITY LOCATE SERVICE FOR UTILITY LOCATES BEFORE DIGGING AND FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES (DEPICTED OR NOT DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

ELEVATIONS ARE BASED ON ADAMS COUNTY CONTROL POINT ROTELLA, A 3 1/4" ALUMINUM DISK STAMPED "ROTELLA 1995 2S68 S35" SET IN THE TOP OF A 24" CONCRETE POST SET FLUSH WITH THE GROUND WEST OF THE TENNIS COURT ON THE HILL AND 202.4 FEET SOUTHWEST OF THE PICNIC SHELTER IN ROTELLA PARK.

ELEVATION = 5195.86 FEET (NAVD 1988)

MARTIN/MARTIN CONSULTING ENGINEERS

	Name					
	Date					
	Issue / Revision					
	N					
1				WINGS,	ETARY OITED	ITEN

Sheet Number:

PROOF OF OWNERSHIP



Stewart Title Guaranty Company Commercial Services (Denver) 55 Madison Street, Suite 400 Denver, CO 80206

Date: April 15, 2024 **File Number:** 24000310155

Property: 2021 East 68th Avenue, Denver, CO 80229

Please direct all Title inquiries to:

Jason Bockelman **Phone:** (303) 780-4001

Email Address: Jason.Bockelman@stewart.com

CUSTOMER:

DOUGLASS COLONY GROUP, INC., a Colorado

corporation

Contact: Patrick Wolach

Email: pwolach@douglasscolony.com

Delivery Method: Emailed

ATTACHED PLEASE FIND THE FOLLOWING:

Linked Title Commitment Tax Information Report



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Stewart Title Guaranty Company 55 Madison Street, Suite 400

Denver, CO 80206 (303) 331-0333 Agent ID: 06J050

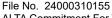
ederick H. Eppinger President and CEO

> David Hisey Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I Requirements;
 - f. Schedule B, Part II Exceptions; and
 - a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.



10. CLASS ACTION

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

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Guaranty Company

Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206

Issuing Office's ALTA® Registry ID: 1027978

Loan ID Number:

Commitment Number: 24000310155 **Issuing Office File Number:** 24000310155

Property Address: 2021 East 68th Avenue, Denver, CO 80229

Revision Number:

1. Commitment Date: April 05, 2024 at 5:30 P.M.

2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy None

Proposed Insured:

(b) 2021 ALTA® Loan Policy None

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

DOUGLASS COLONY GROUP, INC., a Colorado corporation

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued

Informational Commitment Rate

2021 ALTA Owner's Policy: \$650.00

Tax Report:

(Sch. # 0182502100027):

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Proposed Amount of Insurance

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

EXHIBIT "A" LEGAL DESCRIPTION

The following described parcels of land lying South of Franklin Industrial Annex Amended recorded in Plat <u>Book F14 at Page 711</u> and lying East of 68th Avenue Industrial Park recorded in Plat <u>Book F16 at Page 200</u> and lying West of Larusso Subdivision recorded in Plat <u>Book F10 at Page 39</u> and lying North of the right of way for 68th Avenue:

Parcel A:

Commencing at the Southwest (SW) corner of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Two (2), Township Three (3) South Range 68 West of the 6th Principal Meridian; Thence North 150 feet; Thence Northerly on a curve of 02°30' East 833.6 feet; Thence North on a line parallel with and 100 feet distance East of the North and South center line through the Northeast Quarter (NE ¼) to the South bank of the White Cap Canal; Thence Easterly along said South bank to the point of intersection with the Easterly line of the right of way of Union Pacific Railroad, 297.1 feet more or less; Thence Southerly along the East right of way line of said Railroad to the South line of the Northeast Quarter (NE ½); Thence West 250 feet more or less to the place of beginning.

Parcel B:

That part of the NE ¼ of Section 2, Township 3 South, Range 68 West, lying between the North bank and the South bank of the White Cap Canal and between the Easterly and Westerly boundaries of the so-called Union Pacific right-of-way (as described in deed recorded in Book 28 at Page 308, Adams County Records).

Parcel C:

That part of a strip of land 100 feet in width, being 50 feet wide on each side of the center line of The Denver, Laramie and Northwestern Railway, as described in <u>Book 39 at Page 83</u>, and in <u>Book 37 at Page 10</u>, located and staked out over and across the South ½ of the NE ¼ of Section 2, Township 3 South, Range 68 West of the 6th P.M., said strip lying South of a tract of land deeded to the Department of Highways, State of Colorado, in <u>Book 997 at Page 139</u>, West of tract of land deeded in <u>Book 272 at Page 463</u>, East of tract of land deeded in <u>Book 409 at Page 326</u>, and North of the South line of said tract extended East, excepting therefrom all that portion of land which lies West of the East line of the SW ¼, NE ¼ of Section 2, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado.

EXCEPT for that property conveyed by instrument of record recorded in the Office of the County Clerk and Recorder, County of Adams and State of Colorado, as follows:

- a) Recorded November 19, 1962 in Book 1029 at Page 120, and
- b) Recorded July 16, 1973 in Book 1876 at Page 752.

County of Adams, State of Colorado.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE A

ISSUED BY STEWART TITLE GUARANTY COMPANY

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 24000310155

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:

NONE

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

NOTE: Vesting Deed is recorded Ocotber 29, 2019 at Reception No. 2019000093181.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 24000310155

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Rights or claims of parties in possession, not shown by the Public Records.
- 2. Easements, or claims of easements, not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
- 7. Water rights, claims or title to water.
- 8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
- 9. Reservations in Deed recorded July 31, 1941 in Book 272 at Page 463.
- Resolution 2018-435 recorded June 26, 2018 at Reception No. 2018000051207.



STEWART INFORMATION SERVICES CORPORATION Updated August 29, 2023 GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- I. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

File No.: 24000310155 Page 1

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

File No.: 24000310155 Page 2

Effective Date: <u>January 1, 2020</u> Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- **A. Identifiers**. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- **D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- **E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- **F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

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- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- I. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

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service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- 1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
- 6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

- 1. Emailing us at OptOut@stewart.com or
- 2. https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- · Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

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Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- · Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

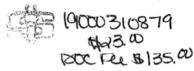
File No.: 24000310155 Updated 08/24/2023 Electronically Recorded RECEPTION#: 2019000093181,

10/29/2019 at 10:50 AM, 1 OF 3, REC: \$23.00 DocStamp: \$135.00

TD Pgs: 2 Josh Zvgielbaum, Adams County, CO.

AFTER RECORDING, RETURN TO:

Kutak Rock, LLP 1801 California St. Suite 3000 Denver, Colorado 80202 Attn: Matt McElhiney, Esq.



SPECIAL WARRANTY DEED

This Special Warranty Deed ("<u>Deed</u>") is made as of the day of October, 2019, by JCMN Enterprises LLC, a Colorado limited liability company, whose address is 4015 S. Taft Hill Road ("<u>Grantor</u>") to Douglass Colony Group, Inc., a Colorado corporation ("<u>Grantee</u>"), whose address is 5901 E. 58th Avenue, Commerce City, Colorado 80022.

WITNESSETII, that Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, the real property, together with all the improvements thereon (collectively, "Property"), located in the County of Adams, State of Colorado, more particularly described as follows:

See Exhibit 1 attached hereto.

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

TO HAVE AND TO HOLD the Property, with the appurtenances unto Grantee, its successors and assigns forever.

Grantor, for itself and its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the Property in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through, or under Grantor, subject however to (i) all easements, covenants, conditions and restrictions of record, (ii) a lien not yet delinquent for real property taxes and any general or special assessment against the Property, and (iii) any matters that a physical inspection or accurate survey of the Property would reveal.

[SIGNATURE FOLLOWS]

Electronically Recorded RECEPTION#: 2019000093181,

10/29/2019 at 10:50 AM, 2 OF 3,

TD Pgs: 2 Josh Zygielbaum, Adams County, CO.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date first written above.

Grantor:

JCMN Enterprises LLC, a Colorado limited liability company

James Pflipsen, Managing Member

STATE OF COLORADO) ss. COUNTY OF OLD ()

The foregoing Special Warranty Deed was acknowledged before me this day of October, 2019, by James Pflipsen, acting as the Managing Member of JCMN Enterprises LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

Notary Public

My commission expires:

BRIANNA CORWIN NOTARY PUBLIC STATE OF COLORADO

NOTARY ID 20024008834 My Commission Expires March 15, 2022 Electronically Recorded RECEPTION#: 2019000093181,

10/29/2019 at 10:50 AM, 3 OF 3,

TD Pgs: 2 Josh Zygielbaum, Adams County, CO.

EXHIBIT 1 TO SPECIAL WARRANTY DEED LEGAL DESCRIPTION

The following described parcels of land lying South of Franklin Industrial Annex Amended recorded in Plat Book F14 at Page 711 and lying East of 68th Avenue Industrial Park recorded in Plat Book F16 at Page 200 and lying West of Larusso Subdivision recorded in Plat Book F10 at Page 39 and lying North of the right of way for 68th Avenue:

Parcel A:

Commencing at the Southwest (SW) corner of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) of Section Two (2), Township Three (3) South Range 68 West of the 6th Principal Meridian; Thence North 150 feet; Thence Northerly on a curve of 02°30' East 833.6 feet; Thence North on a line parallel with and 100 feet distance East of the North and South center line through the Northeast Quarter (NE ¼) to the South bank of the White Cap Canal; Thence Easterly along said South bank to the point of intersection with the Easterly line of the right of way of Union Pacific Railroad, 297.1 feet more or less; Thence Southerly along the East right of way line of said Railroad to the South line of the Northeast Quarter (NE ¼); Thence West 250 feet more or less to the place of beginning.

Parcel B:

That part of the NE ¼ of Section 2, Township 3 South, Range 68 West, lying between the North bank and the South bank of the White Cap Canal and between the Easterly and Westerly boundaries of the so-called Union Pacific right-of-way (as described in deed recorded in Book 28 at Page 308, Adams County Records).

Parcel C:

That part of a strip of land 100 feet in width, being 50 feet wide on each side of the center line of The Denver, Laramic and Northwestern Railway, as described in Book 39 at Page 83, and in Book 37 at Page 10, located and staked out over and across the South ½ of the NE ¼ of Section 2, Township 3 South, Range 68 West of the 6th P.M., said strip lying South of a tract of land deeded to the Department of Highways, State of Colorado, in Book 997 at Page 139, West of tract of land deeded in Book 272 at Page 463, East of tract of land deeded in Book 409 at Page 326, and North of the South line of said tract extended East, excepting therefrom all that portion of land which lies West of the East line of the SW ¼, NE ¼ of Section 2, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado.

EXCEPT for that property conveyed by instrument of record recorded in the Office of the County Clerk and Recorder, County of Adams and State of Colorado, as follows:

- (a) Recorded November 19, 1962 in Book 1029 at Page 120, and
- (b) Recorded July 16, 1973 in Book 1876 at Page 752.

County of Adams, State of Colorado.

Also known as: 2021 East 66th Avenue, Denver, Colorado 80229.

PROOF OF WATER AND SEWER SERVICES

North Washington Street Water and Sanitation District

3172 E. 78th Avenue, Denver, CO 80229 303 / 288 – 6664

To Whom It May Concern:

Dear Sir/Madame:

The North Washington Street Water and Sanitation District ("District") provides the following in response to your request for water and sanitary sewer service dated December 1st, 2023 related to the property located at 2021 E 68th Ave. . ("Property"). The District can provide water and sewer service to the Property based on conditions set forth herein. The following are general requirements for water and sanitary sewer service. The District Rules and Regulations and the standards and requirements of Denver Water and Metro Wastewater Reclamation District must be complied with as an on-going condition of service.

The subject Property is understood to be entirely within the service and boundary area of the District based on your assertions. The District makes no representation or warranty in regard to the Property boundaries and applicant is responsible for verification of same. If the Property is outside of the District's boundaries, applicant is responsible for undertaking and paying all costs to include the Property within the District's boundaries. Treatment of sewage generated within the District is provided by the Metro Wastewater Reclamation District. Treatment and provision of water within the District is provided by Denver Water. Conditions for water and sanitary service from the District include meeting the requirements contained herein and payment of all fees and costs as provided in District's Rules and Regulations along with those of Denver Water and Metro Wastewater Reclamation District. Timing of water and sanitary availability is subject to further coordinated by the Town and District.

Water and Sanitary availability are subject to review and acceptance of design documents from owner/developer of the Property, by the District. Appropriate right-of-way easements and agreements are required for all water and sanitary sewer extensions. Jurisdictional coordination, approvals, permitting, license agreements and easements are to be completed prior to acceptance of plans. All costs associated with collection and distribution system improvements required to serve the Property are the responsibility of the owner/developer including guarantee of improvements and warranty periods.

Receipt of service is also subject to all costs being paid by owner/developer for engineering, reviews, construction, observation, and inspections at the then current rate fee structure established by the District, including establishing an imprest account with the District as a deposit for such accounts. Please be aware that proper tap connection and development fees are required to be paid, at the most recent fee schedule, prior to connection to the District main.

Mike DeMattee, District Manager

Michel DeMetter





Legal Description

Lot 1, Block 1 of the Douglass Colony Subdivision Filing No. 1, located in the northeast corner of Section 2, Township 3 South, Range 68 West of the Sixth Principal Meridian, County of Adams, State of Colorado.





TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO





Account Number R0097995

Parcel 0182502100027

Assessed To

DOUGLASS COLONY GROUP INC 5901 E 58TH AVE COMMERCE CITY, CO 80022 Certificate Number 2024-246061

Order Number

Vendor ID

PATRICK LEE WOLACH

Legal Description

EECT, TWN,RNG:2-3-68 DESC: BEG AT SW COR SE4 NE4 SEC 2 TH N 420 FT TH E 30/59 FT TH N 07D 53M E 160/21 FT TH E 233/93 FT TO NW COR LARUSSO SUBD TH S TO A PT ON S LN NE4 TH W 250 FT M/L TO POB EXC S 30 FT FOR ST 3/227A

Situs Address

2021 E 68TH AVE

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$20,011.96	\$0.00	\$0.00	(\$20,011.96)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 05/31/	2024			1	\$0.00

Tax	Billed	at 2023	Rates	for Tax	Area	085.	. 085

Tun Dillou at 2025 Tates for Tan Fire 005	,5				
Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$716.32	INDUS UNIMPROVED	\$702,841	\$196,090
ADAMS COUNTY FIRE PROTECTIO	17.4390000	\$3,419.61	LND _		
ADAMS COUNTY	26.8350000	\$5,262.07	Total	\$702,841	\$196,090
NORTH WASHINGTON WATER & SA	0.5740000*	\$112.56			
SD 1	52.5540000	\$10,305.31			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$19.61			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$176.48			
Taxes Billed 2023	102.0550000	\$20,011.96			
* Credit Levy					

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





AdamsCounty 4430S.AdamsCountyParkway Suite C2436 Brighton, CO, 80601 720-523-6160 720-523-6171

Receipt2024-05-31-JM-11399

Product

Name

2

Certificate of Taxes Due R0097995

Extended

\$10.00

Account #: R0097995 Effective Date: 5/31/24

Certificate Number: 2024-246061

Item ID: R0097995/

Certificate of Taxes Due

COTD COTD3 \$10.00

(\$10.00) \$10.00

\$10.00

\$10.00

Total

Tender (Check)

Check Number

129093

Payor

DOUGLASS COLONY GROUP INC 5901 E 58TH AVE COMMERCE CITY, CO 80022



Statement Of Taxes Due

Account Number R0097995 Assessed To Parcel 0182502100027 DOUGLASS COLONY GROUP INC 5901 E 58TH AVE COMMERCE CITY, CO 80022

2021 E 68TH AVE

Legal Description Situs Address

SECT,TWN,RNG:2-3-68 DESC: BEG AT SW COR SE4 NE4 SEC 2 TH N 420 FT TH E 30/59 FT TH N 07D 53M E 160/21 FT TH E 233/93 FT TO NW COR LARUSSO SUBD TH S TO A PT ON S LN NE4 TH W 250 FT M/L TO POB EXC S 30 FT FOR ST

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$20,011.96	\$0.00	\$0.00	\$0.00	\$20,011.96
Total Tax Charge					\$20,011.96

Grand Total Due as of 02/05/2024 \$20,011.96

Tax Billed at 2023 Rates for Tax Area 085 - 085

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$716.32	INDUS UNIMPROVED	\$702,841	\$196,090
ADAMS COUNTY FIRE PROTECTIO	17.4390000	\$3,419.61	LND _		
GENERAL	22.7110000	\$4,453.39	Total	\$702,841	\$196,090
NORTH WASHINGTON WATER & SA	0.5740000*	\$112.56			
RETIREMENT	0.3140000	\$61.57			
ROAD/BRIDGE	1.3000000	\$254.92			
DEVELOPMENTALLY DISABLED	0.2570000	\$50.40			
SD 1 BOND (Mapleton)	10.0790000	\$1,976.39			
SD 1 GENERAL (Mapleton)	42.4750000	\$8,328.92			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$19.61			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$176.48			
SOCIAL SERVICES	2.2530000	\$441.79			
Taxes Billed 2023	102.0550000	\$20,011.96			
* Credit Levy					

Tax amounts are subject to change due to endorsement, advertising, or fees. Please call the office to confirm amount due after August 1st.

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

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





May 30, 2024

Hugo Labouriau-Lacerda Adams County, Development Engineering 4430 S Adams County Parkway Brighton, CO 80601

Re: **68**th **Avenue RV Storage –Trip Generation Adams County, Colorado**

Dear Hugo:

INTRODUCTION

To supplement the proposed development of a recreation vehicle (RV) storage facility within Adams County, Colorado, this trip generation and distribution analysis has been prepared. This document includes a description of the proposed project, trip generation characteristics for the current proposal, anticipated trip distribution, and a determination of whether additional traffic analysis should be required.

PROJECT DESCRIPTION

The proposed development will include 54 14'x48' garage storage units, four 12'x12' units and 3 14'x32' units for storage of recreation vehicles (RV) and a facility office along the north side of 68th Avenue west of Race Street. Vehicular parking for employees and visitors will be accommodate on the site in a surface parking lot with perpendicular spaces. The RV storage will be accessed through a security gate with access directly from 68th Avenue.

The project site for the proposed development is currently vacant, but historically was occupied by a single-family house and a 1.8± acre agriculture field prior to 2020. The site is bound by developed single-family residences to the east, light-industrial uses to the west and north, and 68th Avenue to the south. 68th Avenue connects to Washington Street to the west and York Street to the east. York provides half interchange access to I-270. The intersection of Washington Street & 68th Avenue prohibits left turns from 68th Avenue with a raised median on 68th Avenue.

The site is zoned I-1 (Industrial-1) and borders A-1 (Agriculture-1) to the east and south and I-2 (Industrial-2) to the west and north. Most of the surrounding parcels are zoned I-2. A vicinity map is included as **Exhibit 1** and a preliminary site plan is included as **Exhibit 2** at the end of this document. An aerial of the immediate vicinity is included as **Exhibit 3**.

TRIP GENERATION

The proposed project will include up to 58,000 square feet of RV storage uses. The *Trip Generation Manual*, 11th Edition published by the <u>Institute of Transportation Engineers</u> (ITE) was used to determine the number of trips generated by the proposed land use. The purpose of the Trip Generation Manual (TGM) is to compile and quantify empirical trip generation rates for specific land uses within the US, UK and Canada. Generally, the Trip Generation Manual is the industry standard accepted reference for estimating trip generation.

The proposed development falls within the TGM land use category 151, "Mini-Warehouse." This land use category includes any storage units are rented for storage of goods. The unadjusted trip generation estimate for the site based on this land use category is shown in the table below.

Table 1 - Project Trip Generation (unadjusted)

	ITE		Units	Dailv	AM Peak Hour		PM Peak Hour			
Land Use	Code	Size		Trips	ln	Out	Total	ln	Out	Total
Mini-warehouse	151	58	KSF	84	3	2	5	4	5	9

^{*}KSF = 1,000 square feet

As shown in the table above, the project is anticipated to generate 5 AM peak hour trips, 9 PM peak hour trips and 84 average daily trips. It should be noted that the site historically was occupied by a single-family residence and a farming plot, which generated a small amount of traffic. Therefore, the net increase in trips for this property is lightly less than the values shown in the table above.

Trip Types

Nearly all developments are made up of the following six trip types: new (destination) trips, pass-by trips, diverted trips, shared (internal) trips, multi-modal (non-vehicular) trips, and transit-oriented trips. To better understand the trip types available for land access and how they relate to this project, a description of each specific type follows.

New (Destination) Trips – These types of trips occur to access a specific land use such as a new retail development or a new residential subdivision. These types of trips will travel to and from the new site and a single other destination such as home or work. This is the only trip type that will result in a net increase in the total amount of traffic within the study area. The reason primarily is that these trips represent planned trips to a specific destination that never took trips to that part of the City prior to the development being constructed and occupied. This project will develop new trips.

Pass-by Trips – These trips represent vehicles which currently use adjacent roadways providing primary access to new land uses or projects. These trips, however, have an ultimate destination other than the project in question. They should be viewed as drop-in customers who stop in on their way home from work. A good example is a quick stop at the grocery store to pick up an ingredient for dinner on the way home from work or at a latte stand to grab a coffee on the way to work. This can make this trip pre-determined, but the stop is still on the way by. Another example would be on payday, where an individual generally drives by their bank every day without stopping, except on payday.

On that day, this driver would drive into the bank, perform the prerequisite banking and then continue home. In this example, the trip started from work with a destination of home, however on the way, the driver stopped at the grocery store/latte stand and/or bank directly <u>adjacent</u> to their path. Pass-by trips are most always associated with commercial/retail types of developments. Therefore, no pass-by trips are anticipated for this project.

Diverted (Linked) Trips - Diverted trips are like pass-by trips, but diverted trips occur from roadways that do not provide direct access to the site. Instead, one or more streets must be utilized to get to and from the site. For this project, diverted trips could occur from Washington Street, York Street, I-270, or any other street that does not provide direct access for the site. Due to the multiple routes that could be taken and the inability to verify this type of trip, diverted trips were not accounted for within this analysis.

Shared (Internal) Trips - Internal trips are the portion of trips generated by a mixed-use development that both begin and end within the development. When estimating trip generation for a development with several uses, each use will generate its own trips. If those trips occur between two of the onsite uses without using the external roadway system, it is considered a shared or internal trip. This trip type reduces the number of new trips generated on the public road system and is most commonly used for commercial or mix-use developments. Determining these trip types is more difficult to quantify and without specific guidance are usually determined by engineering judgment on a project-by-project basis. For this project, the storage facility is the only use on site and no shared trips will occur.

Multi-Modal (Non-Vehicular) Trips - These are non-vehicular trips to and from the site, mostly comprised of pedestrian and bicycle trips. Generally, they are local trips from the surrounding neighborhood or adjacent businesses. If a development is in an area with a high amount of bicycle and pedestrian activity, such as a downtown setting or college campus, a reduction of vehicular trips would be anticipated. Pedestrian and bicycle trips could occur with this development, but are not anticipated to comprise a significant portion of the overall trips.

Transit Trip - The Denver Metro area is served by Regional Transportation District (RTD) with public bus and light rail. The nearest bus route is along Washington Street with stops near 68^{th} Avenue. The nearest light rail station is the Commerce City -72^{nd} Station along the N-Line, which is a little over a mile from the site but a 3-mile walk due to physical barriers between the station and the site. With the proximity of bus stops readily available for this site, some employees may utilize transit for commuting. However, transit trips are not anticipated to comprise a significant portion of the overall trips accessing the site and no reduction to the TGM rates was applied.

TRIP DISTRIBUTION

As shown on the site plan, the site will be accessed by 68th Avenue exclusively with a full-movement driveway. 68th Avenue provides an east-west connection to Washington Street and to York Street. York Street has a half interchange to travel to / from the east on I-270. Patrons for the storage facility are likely to reside in the surrounding communities of Thornton, Commerce City, Westminster, Denver and portions of unincorporated Adams County. I-25 and its interchange with 70th Avenue, which connects to Washington Street is anticipated to be utilized as a regional route to and from the site. Washington Street, York Street and I-270 are anticipated to be utilized to access the site locally. Based on the

anticipated origin and destination locations for this type of use, trips associated with the proposed project are anticipated to distribute with 60% utilizing 68th Avenue to Washington Street west of the site and 40% utilizing 68th Avenue to York Street east of the site. Once traffic reaches these arterials, trips are anticipated to follow existing travel patterns.

CONCLUSIONS/RECOMMENDATIONS

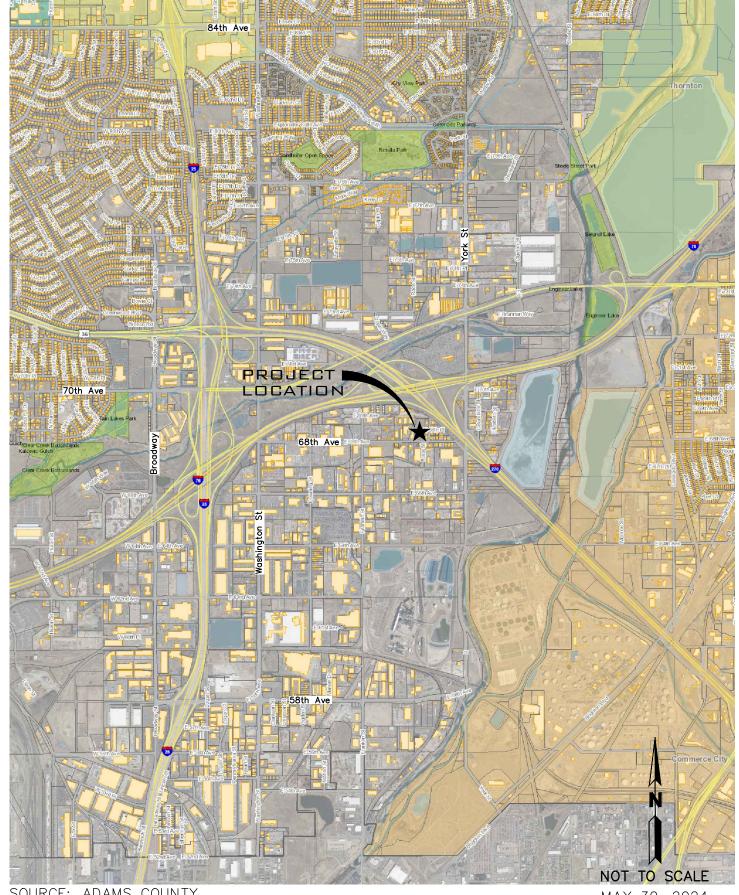
It is anticipated that this project will generate 5 AM peak hour, 9 PM peak hour and 84 daily vehicle trips. The site historically has operated with a single-family residence and a 2-acre± farming plot. Therefore, the net change in trips to the surrounding transportation system may be slightly less than the values shown above. Adams County has established a trip generation threshold of 50 daily trips for requiring a traffic impact study, which would allude to a traffic study being required for this project. However, due to the extremely low number of peak hour trips associated with this proposed project, the amount of impact on the surrounding transportation system is anticipated to be negligible and no additional traffic analysis should be required.

Should you have any questions regarding this document or the information contained herein, please do not hesitate to contact me at 303-653-9200 or via email at craig@civtrans.com.

Sincerely,

Craig A. MacPhee, PE, PTOE

encl. appendix (vicinity map, site plan, aerial map)



SOURCE: ADAMS COUNTY MAY 30, 2024

EXHIBIT 1

VICINITY MAP



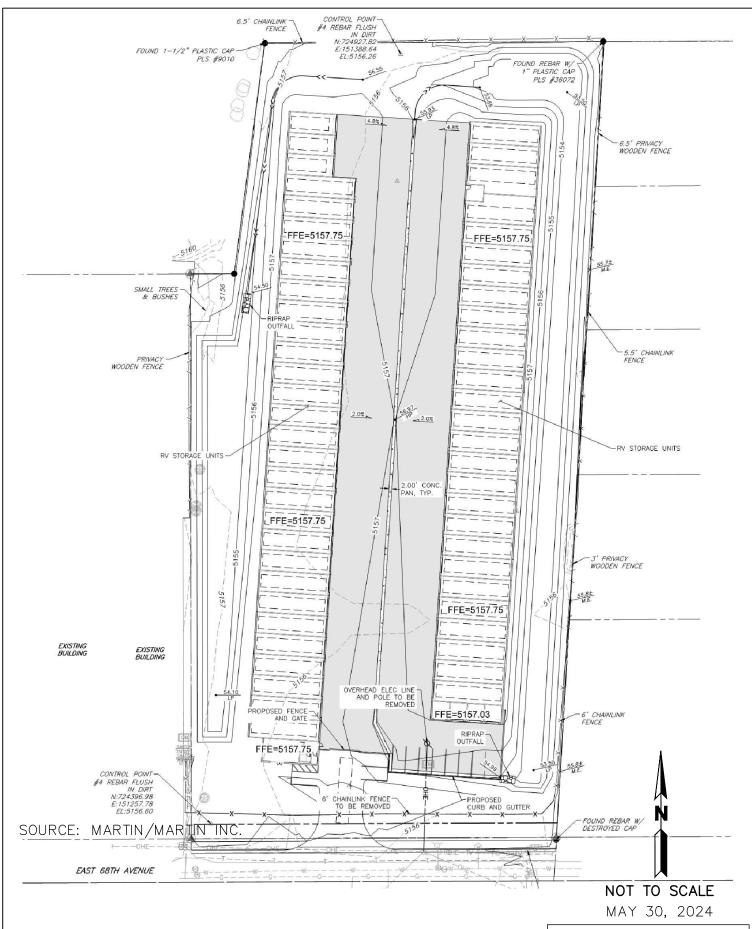


EXHIBIT 2

PRELIMINARY SITE PLAN





EXHIBIT 3

CURRENT AERIAL



NOT TO SCALE MAY 30, 2024

