



FINAL PLAT

(MINOR SUBDIVISION)

A minor subdivision shall only be used to divide parcels of less than twenty (20) acres into four (4) or fewer lots. Minor subdivisions are processed through this application for final plat. Two public hearings are required in the processing of this application. A separate application for Subdivision Engineering Review must be filed in addition to this application for final plat.

Please include this page with your submittal. Submittal instructions and more information about checklist items can be found on pages 2-3.

Required Checklist Items

- Development Application Form
- Written Explanation
- Final Plat
- Legal Description
- Conceptual Site Plan
- Proof of Ownership
- Proof of Water and Sewer Services
- Proof of Utilities
- Certificate of Taxes Paid
- Receipt of Payment to Colorado Geological Survey

Discretionary Checklist Items

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

Fees Due When Application is Deemed Complete	
Minor Subdivision (final plat)	• \$1,600

Guide to Development Application Submittal

All applications 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 MS OneDrive link. Alternatively, the application may be delivered on a flash drive to the Community and Economic Development Department. Once a complete application has been received, fees will be invoiced and payable online at www.permits.adcogov.org.

Required Checklist Items

Written Explanation of the Project:

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

Final Plat Prepared by Registered Land Surveyor:

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

Legal Description:

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

Conceptual Site Plan Showing Proposed Development:

- A detailed drawing of existing and proposed improvements
- Including:
 - Streets, roads, and intersections
 - Driveways, access points, and parking areas
 - Existing and proposed structures, wells, and septic systems,
 - Easements, utility lines, and no build or hazardous areas
 - Scale, north arrow, and date of preparation
- An Improvement Location Certificate or Survey may be required during the official review

Proof of Ownership:

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

Proof of Water and Sewer:

- Public utilities - A written statement from the appropriate water and/or sanitation district indicating that they will provide service to the property
- Private utilities - Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587. A written statement from Adams County Health Department indicating the viability of obtaining Onsite Wastewater Treatment Systems

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

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

Certificate of Taxes Paid:

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

Receipt of Payment from Colorado Geological Survey:

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

Discretionary Checklist Items**School Impact Analysis:**

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

Subdivision Engineering Review Application:

- Contact the cedd-eng@adcogov.org to determine if a subdivision engineering review is required. If it is determined that an application is not required, please include an email from them.
- This is a separate application submittal from the minor subdivision final plat. Please refer to the application checklist located at: <https://epermits.adcogov.org/submittal-checklists>.



PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES NO

If yes, please list PRE#:

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



Minor Subdivision Final Plat Requirements

1. **Subdivision Name, Subtitle:** Name of subdivision at the top of the sheet, followed by a subtitle identifying the section, township and range information along with County and State.
2. **Property Description:** An accurate and clear property (legal) description of the overall boundary of the subdivision with the acreage of the subdivision. All courses in the property (legal) description shall be shown and labeled on the plat drawing, with all bearings having the same direction as called out in the legal description. The only exception being where more than one description is required, going a different direction over the same course. The direction shall then hold for the description having more weight (i.e., the overall boundary) for purposes of the plat. If both record and "as-measured" dimensions are being used, show both and clearly label on the plat drawing. Point of commencement and/or point of beginning shall be clearly labeled on the plat drawing.
3. **Ownership Certificate:**
 - a. Know all men by these presents that (owner name(s)), being the sole owner of the following described tract of land:
 - b. Legal Description
 - c. Have (Has) by these presents laid out, platted and subdivided the same into lots, streets and easements as shown on this plat under the name and style of (subdivision name).
4. **Dedication Statements:** Statements of land to be dedicated to the County for parks or other public uses, grants of easements and dedication of public streets to the Adams County are required.
 - a. All plats with public streets shall have the following sentence in the dedication statement: *All public streets are hereby dedicated to Adams County for public use.*
 - b. All plats with public easements and/or tracts must have the following sentence in the dedication statement: *The undersigned does hereby dedicate, grant and convey to Adams County those Public Easements (and tracts) as shown on the plat; and further restricts the use of all Public Easement to Adams County and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in Adams County.*
 - c. All plats with private streets shall have the following sentence in the dedication statement: *All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, etc.).*
 - d. All plats with other tracts being dedicated to the County shall have:



- i. A sentence in the dedication statement similar to "Tract X is hereby dedicated to Adams County for public use".
 - ii. A special numbered plat note defining the purpose and perpetual maintenance responsibility for the tract such as "Tract X is for public drainage, landscaping, trail and open space with maintenance of the surface being vested in the (District Name) Special Maintenance District".
5. **Surveyor's Statement:** Statement by a registered land surveyor, professionally licensed by the State of Colorado, to the effect that the layout represents a survey made by him and that the monuments thereon actually exist as located and that all dimensional and other details are correct.
6. **Access Provisions:**
 - a. **Statement Restricting Access:** A statement restricting access rights across the right-of-way lines of major highways, parkways, streets or freeways, where required as a provision of approval.
7. **Easement Statement:**
 - a. Six-foot (6') wide utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision. In addition, eight-foot (8') wide dry utility easements are hereby dedicated around the perimeter of tracts, parcels and/or open space areas. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of utilities. Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation.
8. **Storm Drainage Facilities Statement:**
 - a. The policy of the County requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the County shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.
9. **Layout:**
 - a. **Boundary Lines:** The subdivision boundary will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing



and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. All dimensions to be determined by accurate field survey which must balance and close within limit of one in five thousand (5,000). Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (book and page and/or reception number).

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



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

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

17. All other information required by State law.

WRITTEN EXPLANATION



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,

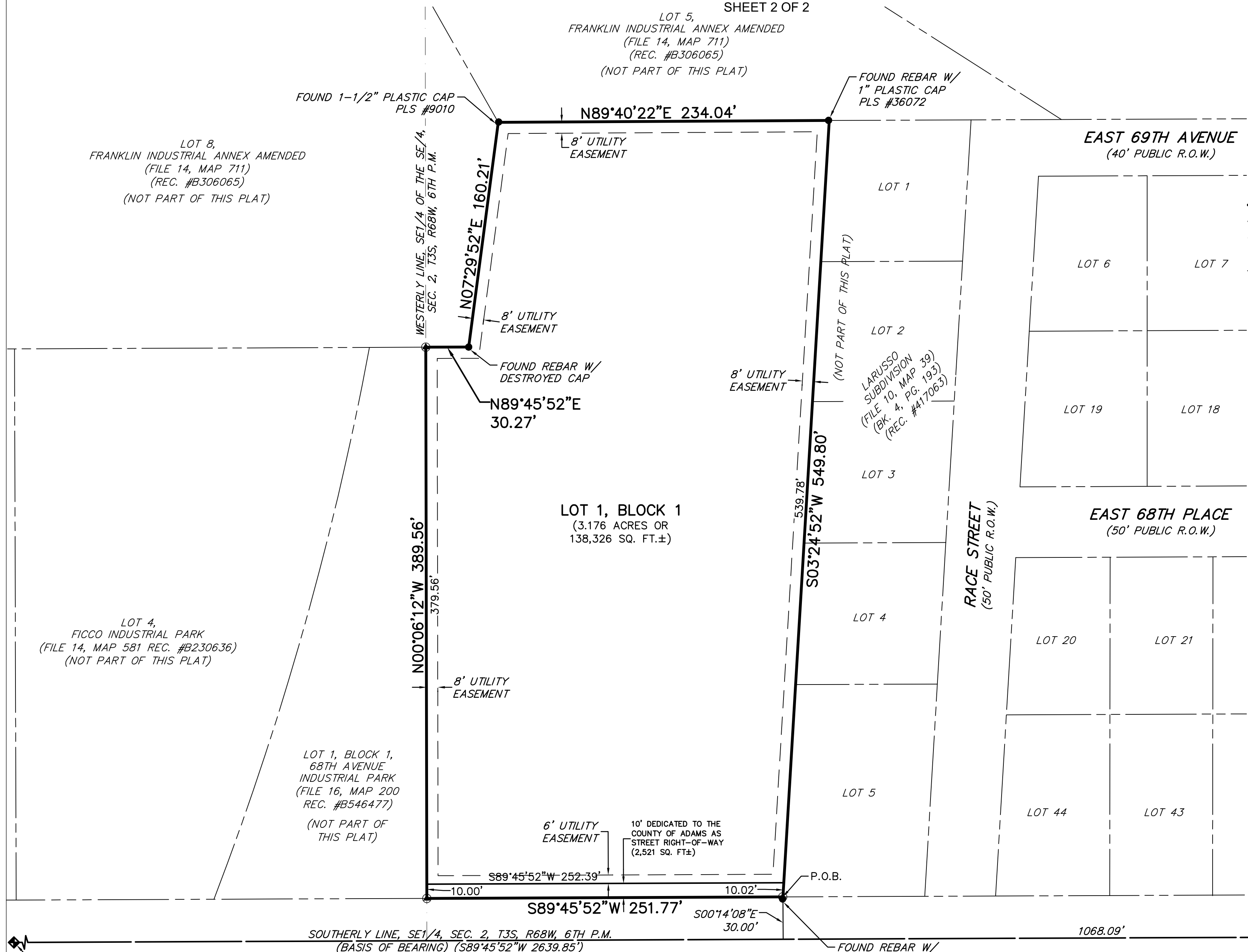
Zachary Drury, PE
Project Engineer

MARTIN/MARTIN, INC.

Lakewood, CO Albuquerque, NM Atlanta, GA Avon, CO Bay Area, CA Cheyenne, WY Fort Collins, CO Kansas City, MO Northwest Arkansas
martinmartin.com

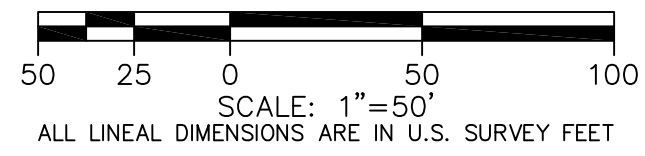
FINAL PLAT

DOUGLASS COLONY SUBDIVISION FILING NO. 1
 BEING UNPLATTED LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH,
 RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
 COUNTY OF ADAMS,
 STATE OF COLORADO
 SHEET 2 OF 2



LEGEND

- PROPERTY LINE
- SECTION LINE
- 16TH LINE
- LOT LINE
- RIGHT-OF-WAY
- EASEMENT
- PROPERTY CORNER NOT MONUMENTED
- FOUND PROPERTY CORNER AS DESCRIBED
- SECTION CORNER AS DESCRIBED
- SET 18" #4 REBAR W/ 1" PLASTIC YELLOW CAP PLS #23899



MAY 31, 2024

MARTIN/MARTIN
 CONSULTING ENGINEERS

12499 West Colfax Avenue
 survey@martinmartin.com

Lakewood, Colorado 80215
 303.431.6100 | martinmartin.com

LEGAL DESCRIPTION



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.

MARTIN/MARTIN, INC.

Lakewood, CO Albuquerque, NM Atlanta, GA Avon, CO Bay Area, CA Cheyenne, WY Fort Collins, CO Kansas City, MO Northwest Arkansas
martinmartin.com

CONCEPTUAL SITE PLAN

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

We Appreciate Your Business and Look Forward to Serving You in the Future.



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:


Authorized Countersignature

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050




Frederick 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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File No. 24000310155

ALTA Commitment For Title Insurance (7-01-2021)

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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
 - g. 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.

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ALTA Commitment For Title Insurance (7-01-2021)

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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.

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ALTA Commitment For Title Insurance (7-01-2021)

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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.

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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File No. 24000310155

ALTA Commitment For Title Insurance (7-01-2021)

Page 4 of 4



**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:** **Proposed Amount of Insurance**

(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


Authorized Countersignature

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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File No. 24000310155

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 1 of 3



**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 [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, Laramie 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.

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File No. 24000310155

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 2 of 3



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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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File No. 24000310155

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 3 of 3



**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 October 29, 2019 at [Reception No. 2019000093181](#).

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File No. 24000310155

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1



**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](#).
10. Resolution 2018-435 recorded June 26, 2018 at [Reception No. 2018000051207](#).

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File No. 24000310155

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021) COM

Page 1 of 1



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.
- l. 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.

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

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.

- 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.
- l. 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

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.

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

AFTER RECORDING, RETURN TO:

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

 19000310879
\$23.00
Doc Fee \$135.00

SPECIAL WARRANTY DEED

This Special Warranty Deed ("**Deed**") is made as of the ²⁴28 day of October, 2019, by JCMN Enterprises LLC, a Colorado limited liability company, whose address is 4015 S. Taft Hill Road ("**Grantor**") to Douglass Colony Group, Inc., a Colorado corporation ("**Grantee**"), whose address is 5901 E. 58th Avcnuc, Commerce City, Colorado 80022.

WITNESSETH, 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]

**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, Laramie 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.

A handwritten signature in blue ink that reads "Michael DeMatteo". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mike DeMatteo,
District Manager

PROOF OF UTILITIES



SERVICE ADDRESS	ACCOUNT NUMBER	DUE DATE	
DOUGLASS COLONY GROUP 2021 E 68TH AVE UNIT TEMP TRAIL DENVER, CO 80229-7345	53-0013041513-2	09/15/2023	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	842386048	08/25/2023	\$13.22

DAILY AVERAGES	Last Year	This Year
Temperature	75° F	75° F
Electricity kWh	0.0	0.0
Electricity Cost	\$0.40	\$0.44

SUMMARY OF CURRENT CHARGES (detailed charges begin on page 2)

Electricity Service	07/26/23 - 08/25/23	0 kWh	\$13.22
Current Charges			\$13.22

ACCOUNT BALANCE (Balance de su cuenta)

Previous Balance	As of 07/26	\$13.22
Payment Received	Check 08/15	-\$13.22 CR
Balance Forward		\$0.00
Current Charges		\$13.22
Amount Due (Cantidad a pagar)		\$13.22

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Please Call: 1-800-481-4700
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

Convenience at your service - Pay your bills electronically-fast and easy with Electronic Funds Transfer. Call us at 1-800-481-4700 or visit us at www.xcelenergy.com.

50-900-2060

RETURN BOTTOM PORTION WITH PAYMENT ONLY • PLEASE DO NOT INCLUDE OTHER REQUESTS • SEE BACK OF BILL FOR CONTACT METHODS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

AV 02 012312 58166H 45 A**5DGT



DOUGLASS COLONY GROUP
 5901 E 58TH AVE
 COMMERCE CITY CO 80022-3917

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-0013041513-2	09/15/2023	\$13.22	

Please see the back of this bill for more information regarding the late payment charge.
 Make your check payable to XCEL ENERGY

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477

CERTIFICATE OF TAXES PAID



**TREASURER & PUBLIC TRUSTEE
ADAMS COUNTY, COLORADO
Certificate Of Taxes Due**

ORIGINAL

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	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 3/227A	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					\$0.00

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 LND	\$702,841	\$196,090
ADAMS COUNTY FIRE PROTECTIO	17.4390000	\$3,419.61			
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.

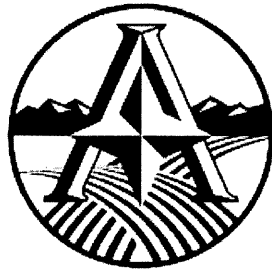
I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date 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



Adams County
4430S Adams County Parkway
Suite C2436
Brighton, CO, 80601
720-523-6160
720-523-6171

Receipt 2024-05-31-JM-11399

Product	Name	Extended
2	Certificate of Taxes Due R0097995	\$10.00
		Account #: R0097995
		Effective Date: 5/31/24
		Certificate Number: 2024-246061
		Item ID: R0097995/
Certificate of Taxes Due		\$10.00
COTD		(\$10.00)
COTD3		\$10.00
Total		\$10.00
Tender (Check)		\$10.00
Check Number	129093	
Payor	DOUGLASS COLONY GROUP INC 5901 E 58TH AVE COMMERCE CITY, CO 80022	



Statement Of Taxes Due

Account Number R0097995

Parcel 0182502100027

Assessed To

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

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 3/227A

2021 E 68TH AVE

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

RECEIPT OF OF PAYMENT TO
COLORADO GEOLOGICAL
SURVEY

Kelly Proulx

From: Kelly Proulx
Sent: Friday, May 31, 2024 2:26 PM
To: Kelly Proulx
Subject: FW: Thank you for your payment

Kelly Proulx, PE

Senior Project Engineer
PE (CO), LEED Green Associate
O 303.431.6100 ext. 326
D 720.544.5426
M 720.220.1642

From: CGS_LUR@mines.edu <CGS_LUR@mines.edu>
Sent: Friday, May 31, 2024 2:21 PM
To: Zach Drury <ZDrury@martinmartin.com>
Subject: Thank you for your payment

Receipt Number: 841373
Colorado Geological Survey
Date: 05/31/2024

Description	Amount
Pre-Pay the Colorado Geological Survey Land Use Review Fee Must select project size to calculate a price: Small Subdivision - Project Name: 2021 E. 68th Avenue-RV Storage County of Project: Adams County Applicant's Name: Zachary Drury Applicant's Address (line 1): 12499 W Colfax Ave Applicant's City: Lakewood Applicant's State: CO Applicant's Zip Code: 80215 Applicant's Phone: 303-431-6100 Applicant's Email: zdrury@martinmartin.com Pre-Pay the Colorado Geological Survey Land Use Review Fee	\$950.00

Total \$950.00

Payments Received	Amount
CC	\$950.00

Visa XXXXXXXXXXXXX2143
Authorization # 031349

Total \$950.00

Thank you for the payment.