



VARIANCE

A variance is a means whereby the literal terms of these standards and regulations need not be applied if there are practical difficulties or unnecessary hardships associated with the subject site. In granting a variance, the spirit of these standards and regulations shall be observed, public safety and welfare secured, and substantial justice done.

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. 3)
- Written Narrative
- Site Plan
- Proof of Ownership (warranty deed or title policy)
- Proof of Water and Sewer Services
- Legal Description
- Statement of Taxes Paid

Number of Variance Requests:

A variance may only be approved from the dimensional requirements, performance standards, and other special physical requirements contained in the Adams County development standards and regulations.

Type of Variance Request:	# of Requests:
Setback:	
Height:	
Lot Coverage:	
Other:	Parking Count

Application Fees:	Amount:
Variance	\$500-residential \$700-non-residential <i>*\$100 per each additional request</i>



DEVELOPMENT APPLICATION FORM

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: 281 E 55th Ave

City, State, Zip: Denver, CO 80216

Area (acres or square feet): 0.941

Tax Assessor Parcel Number 0182515100015

Existing Zoning: I-1

Existing Land Use: Auto storage yard and maintenance building

Proposed Land Use: Bar / Club

Have you attended a Conceptual Review? YES NO


If Yes, please list PRE#: 2022-00078

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: marvin quijano

Date: 7/10/24

Owner's Printed Name

Name: 

Owner's Signature

Written Narrative for Variance Request

- Which dimensional standard(s), performance standard(s), or physical requirement(s) cannot be met? (Include code section reference from [Adams County Standards and Regulations](#))
Reach out to the Planner of the Day (cedd-plan@adcogov.org) if you have any questions.

See attached Narrative.

- Why are you unable to meet this standard?

See attached Narrative.

7/8/2024

DESIGN **EDGE**

Community & Economic
Development Department
David DeBosky – Planner II
4430 S Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
ddeboskey@adcogov.org
epermitcenter@adcogov.org

Project Name: 55th Street Bar
Project No: USE2023-00034

Parking Variance:

Below is our written narrative for variance request.

Which dimensional standard(s), performance standard(s), or physical requirement(s) cannot be met? (Include code section reference from Adams County Standards and Regulations).

Reach out to the Planner of the Day (cedd-plan@adcogov.org) if you have any questions.

We are unable to meet the parking count requirements of section 4-15-04-03 Spaces Required of the Adams County Design Requirements and Performance Standards. Nightclubs – 1 space for each 3 seats.

Why are you unable to meet this standard? *There is not enough physical space on site to meet the parking demands of 1 space for each 3 seats.*

Based on the narrow constraints of our site with the placement of the existing building and the addition of a detention pond, the parking standard cannot be met. The existing building limits our ability to double load the parking area for a decent length of the property. We have also included evidence that this parking standard is among the most stringent in the area. See attached breakdown on some of the larger cities and adjacent cities and counties on their parking requirements. In addition, in today's world, there are so many alternatives to driving/parking (uber, lyft, rideshares, and valet) available to patrons of a night club as driving to and from is not ideal which would drastically decrease the real-world parking demand. Lastly, the hours of this use are different than the majority of uses within the area which would allow the use of on-street parking. We calculate an additional 67 street parking spaces along East 55th Avenue and Logan Court. Refer to attached exhibit.

Again, I would like to thank you for your consideration of our request. Please feel free to call or email me at the contact information below if you need any further information.

Sincerely,



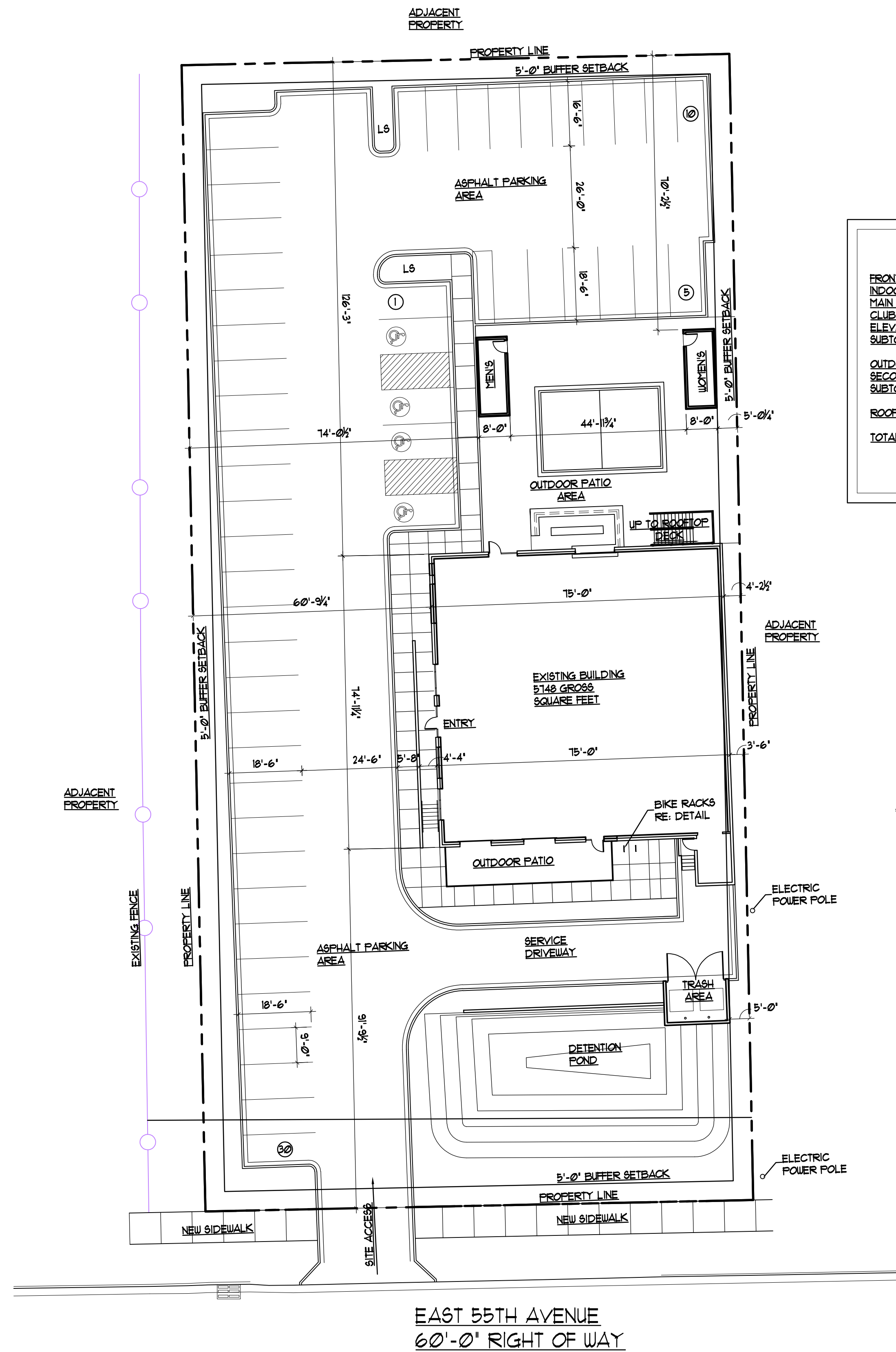
Andy Olree - Design Edge

Colorado Commercial Parking Requirements			7/8/2024
County or City	Type of Building (Use)	Quantity of Parking Spaces Required	Required for Bar Project
Adams County	RESTAURANT / BAR	1 PER 3 SEATS	86 parking spaces
Weld County	RESTAURANT/ GENERAL RES, QUICK SERVICE, BAR, CLUB	1/100 S.F. 1/75 S.F.	110 parking spaces or 145 parking spaces
City of Thornton	BAR, LOUNGE OR TAVERN	1 / 100 S.F. OF FLOOR AREA	110 parking spaces
City of Federal Heights	SIT-DOWN RESTAURANTS, TAVERNS, NIGHTCLUBS	1/150 S.F. OF FLOOR AREA OR 1 SPACE PER TABLE (WHICHEVER IS GREATER)	49 parking spaces or 68 parking spaces
City of Northglenn	BAR, TAVERN OR LOUNGE	INDOOR: 1/150 S.F. OUTDOOR: 1/350 S.F.	35 +17 spaces = 53 parking spaces
Denver County	EATING / DRINKING (RESTAURANTS/BARS)	5/1000 S.F	55 parking spaces
Washington County	DINING ROOMS, RESTAURANTS, TAVERNS, NIGHTCLUBS, ETC.	1/200 S.F. OF FLOOR AREA	55 parking spaces
Commerce City	EATING AND DRINKING ESTABLISHMENETS, BAR, TAVERN, NIGHT CLUB	1/100 S.F.	110 parking spaces
City of Aurora	After Hours Club or Entertainment, Bar and Tavern	4 per 1000 s.f.	44 parking spaces
Note: Our project is proposing 51 on site parking spaces as currently designed			

55TH STREET BAR

SITE DEVELOPMENT PLAN

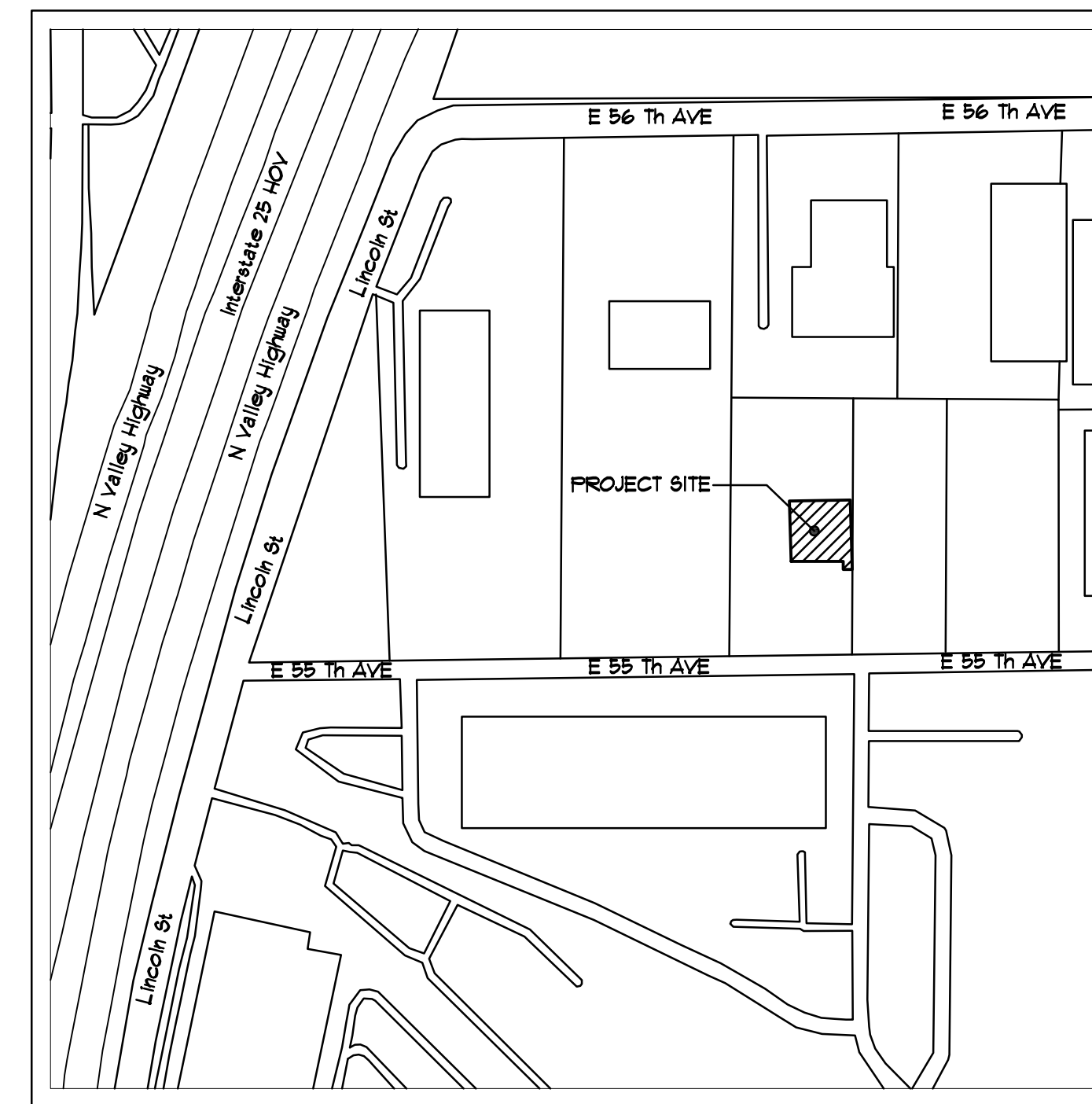
PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO



OCCUPANT LOAD CHART	
FRONT PATIO	20 SEATS
INDOOR SEATING	22 SEATS
MAIN BAR	22 SEATS
CLUB SEATING AREA	36 OCCUPANTS
ELEVATED SEATING AREA	16 OCCUPANTS
SUBTOTAL	116 OCCUPANTS
OUTDOOR SEATING	16 SEATS
SECONDARY BAR	26 SEATS
SUBTOTAL	42 OCCUPANTS
ROOFTOP TOTAL SEATS	38 OCCUPANTS
TOTAL	256 OCCUPANTS

OVERALL INDOOR AND OUTDOOR AND
ROOFTOP SEATING CAPACITY = 256
SEATS
86 PARKING SPACES REQUIRED
31 FULL SIZE PARKING SPACES
PROVIDED
10 COMPACT SPACES PROVIDED
4 HC PARKING SPACES PROVIDED
51 TOTAL SPACES PROVIDED
35 OFF SITE PARKING SPACES REQUIRED

VICINITY MAP



DESIGN EDGE
architecture interior design

Change of Use	07 / 17 / 23
First Submittal	
Second Submittal	09 / 13 / 23
Variance Submittal	07 / 08 / 24

DATE: July 8, 2024
DRAWN BY: NZ
CHECKED BY: ACO

SITE PLAN





The Club
At 5th



The Club
North



4610 S. Ulster Street, Suite 100
Denver, CO 80237
Phone: (303)209-0312 Fax: (855)405-6387

May 20, 2020

CarMa Property Group LLC, a Colorado limited liability company
281 E 55th Avenue
Denver, CO 80216

Order No.: 103-2002167-S

Policy No.: 7430606-219758378

In connection with the completion of your transaction under the above order number, we enclose the Policy of Title Insurance insuring said property.

In all your instructions or inquiries directed to the policy issuing office listed above, please include the order number.

It has been a pleasure assisting you in this matter and we look forward to serving you in the future.

Thank you,

First Integrity Title Company



Policy No.: 7244-28-103-2002167-S-2020.7430606-219758378

OWNER'S POLICY OF TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9



that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the

deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

CHICAGO TITLE INSURANCE COMPANY

By: 
Authorized Officer or Agent
John Morgan
Metro Denver Title, LLC
DBA First Integrity Title Company
950 S Cherry Street, Suite 1220
Denver, CO 80246-2699
Tel: 303-837-9171
Fax: 303-265-9009



By:



President

Attest:



Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS



1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the

Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named

Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action



alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.



(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at CHICAGO TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

C. R. S. A. § 10-1-128 (6)(a).



Chicago Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: **First Integrity Title Company
4610 S. Ulster Street, Suite 100
Denver, CO 80237**

Policy No. **7430606-219758378**
Address Reference: **281 E 55th Avenue, Denver, CO 80216**
Amount of Insurance: **\$1,000,000.00**
Date of Policy: **March 24, 2020 at 12:39 PM**

Order No.: **103-2002167-S**

Premium: **\$1,432.00**

1. Name of Insured:

CarMa Property Group LLC, a Colorado limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

CarMa Property Group LLC, a Colorado limited liability company

4. The Land referred to in this policy is described as follows:

See Exhibit A attached hereto and made a part hereof.

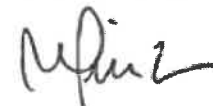
For Identification Purposes Only: 281 E 55th Avenue, Denver, CO 80216

First Integrity Title Company



John Morgan

CHICAGO TITLE INSURANCE COMPANY



By:

President



Attest:



Secretary

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

103-2002167-S
ALTA Owner's Policy (6/17/06) Schedule A



EXHIBIT A

THE WEST 140 FEET OF THE FOLLOWING TRACT OF LAND:

A TRACT OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO, 90.7 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;

THENCE WEST ALONG SAID SECTION NORTH LINE 418 FEET;

THENCE SOUTH 337.3 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 323 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION;

THENCE SOUTH 323 FEET TO SAID SOUTH LINE (THE CENTERLINE OF EAST 55TH AVENUE);

THENCE EAST ALONG SAID CENTERLINE, 400 FEET MORE OR LESS TO THE EXTENDED WEST LINE OF THE FLORENCE WILCOX SUBDIVISION;

THENCE NORTH ALONG SAID WEST LINE 323 FEET;

THENCE WEST AND PARALLEL WITH THE EAST 55TH AVENUE 408.5 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING,

EXCEPT THE SOUTH 30 FEET THEREOF,

COUNTY OF ADAMS,
STATE OF COLORADO.

For Identification Purposes Only: 281 E 55th Avenue, Denver, CO 80216

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. All easements, rights-of-way, streets, roads or railways affecting the land not shown in the public records.
3. Any encroachments, overlaps, overhangs, violated restrictions, set-back line violations, boundary line disputes, variations in area, party walls, easements and any other matters which would be disclosed by an accurate survey or inspection of the land.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Taxes and assessments for the year 2020, and all subsequent years. Taxes not yet due and payable.
8. Deed of Trust from CarMa Property Group LLC, a Colorado limited liability company to the Public Trustee of Adams County for the benefit of Firstbank, A Colorado State Banking Corporation, in the principal sum of \$650,000.00, dated March 16, 2020, and recorded on March 24, 2020 at Instrument Number 2020000026162.
9. ANY EXISTING LEASES OR TENANCIES.
10. TERMS, CONDITIONS, PROVISION, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE EASEMENT RECORDED FEBRUARY 6, 1979 AT RECEPTION NO. B180473 AND RE-RECORDED APRIL 9, 1979 AT RECEPTION NO. B191584.
11. AN EASEMENT FOR ELECTRIC/GAS LINES AND INCIDENTAL PURPOSES GRANTED TO THE PUBLIC SERVICE COMPANY OF COLORADO, BY THE INSTRUMENT RECORDED ON JULY 18, 1979 AT RECEPTION NO. B211467 UPON THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT.
12. JUDGMENTS, STATE AND/OR FEDERAL TAX LIENS, IF ANY, AGAINST THE PROPOSED INSURED.

Order No.: 103-2002167-S

Policy No.: 7430606-219758378

OBLIGATORY INSURANCE FRAUD STATEMENT:

We are obligated by Colorado Law (CRS 10-1-128) to provide the following statement:

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

ENDORSEMENT
CO-110.1 (General Endorsement Deleting Items Schedule B)

Attached to Policy No.: 7430606-219758378

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Order No.: 103-2002167-S

CarMa Property Group LLC, a Colorado limited liability company
281 E 55th Avenue, Denver, CO 80216

Said Policy is hereby amended by deleting paragraph 1-4 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: March 24, 2020

First Integrity Title Company



John Morgan

CHICAGO TITLE INSURANCE COMPANY



By:

President



Attest:



Secretary





TITLE DEPARTMENT – DELIVERY TRANSMITTAL

Closing Location:
4610 S. Ulster Street, Suite 100
Denver, CO 80237
Phone: (303)209-0312 Fax: (855)405-6387

STRENGTH | SERVICE | STABILITY

Order No.: 103-2002167-S
Property Address: 281 E 55th Avenue, Denver, CO 80216
Buyer(s)/Borrower(s): CarMa Property Group LLC, a Colorado limited liability company
Seller(s): ADS Group LLC, a Colorado limited liability company

BUYER/BORROWER

CarMa Property Group LLC, a Colorado limited liability company
Delivered VIA Email
Carlos Carrasco
Marvin Quijano

SELLING AGENT/BROKER

Madison Commercial
Max Scholl
mscholl@madisoncommercial.com
501 S. Cherry Street, Suite 350
Denver, CO 80246
Phone:
Fax:
Cell:

Rachel Swartz
Rswartz@madisoncommercial.com
501 S. Cherry Street, Suite 350
Denver, CO 80246
Phone: (720)441-1460
Fax:
Cell: (612)986-8601

LENDER

Firstbank, A Colorado State Banking Corporation
Cristal Corral Macias
cristal.corralmacias@efirstbank.com
18521 Green Valley Ranch Boulevard
Denver, CO 80249
Phone: (303)574-3461
Fax: (303)574-3495
Cell:

SELLER

ADS Group LLC, a Colorado limited liability company
Delivered VIA Email
David Christopher

LISTING AGENT/BROKER

Your Castle Realty LLC
Blane Harvey
License No.: FA100028589
blane.harvey@gmail.com
2755 South Locust St, Suite 150
Denver, CO 80222
Phone: (303)962-4272
Fax:
Cell:

Above is a list of clients to whom the attached materials have been delivered. First Integrity Title Company has several office locations in which to serve you. The location noted on the commitment may not be your closing location. Please contact the closer below to confirm the closing destination as well as any inquiries or questions you may have. We sincerely thank you for your business and look forward to serving you.

FOR QUESTIONS OR COMMENTS:

Escrow Officer: Dawn Alexander
E-Mail Address: Dawn@firstintegritytitle.com
Phone: (303) 209-0332
4610 S. Ulster Street, Suite 100
Denver, CO 80237

Escrow Assistant: Rhonda Bitterman
E-Mail Address: Rhonda@firstintegritytitle.com
Phone: (303) 800-3063
4610 S. Ulster Street, Suite 100
Denver, CO 80237

WIRE INSTRUCTIONS:

BANK: First Western Trust Bank
ABA NO.: 102007011
ACCOUNT: 2067300
CREDIT: First Integrity Title Company
REFERENCE: 103-2002167-S

All Cashier's Checks must be payable to First Integrity Title Company

COMMITMENT FOR TITLE INSURANCE

Issued by
Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.


All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

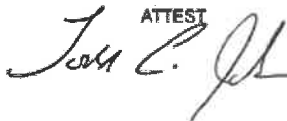
The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY



By: 
President

ATTEST

Secretary

ALTA Commitment – 2006

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

**First Integrity Title Company
as agent for
Chicago Title Insurance Company**

Commitment No.: 103-2002167-S

**SCHEDULE A
COMMITMENT FOR TITLE INSURANCE**

1. Effective Date: **January 22, 2020**

2. Policy or Policies to be issued:

	Amount	Premium
A. ALTA Owners Policy (06/17/06)	\$1,000,000.00	\$1,432.00

Proposed Insured: **CarMa Property Group LLC, a Colorado limited liability company**

B. ALTA Loan Policy (06/17/06)	\$650,000.00	\$300.00
--------------------------------	---------------------	-----------------

Proposed Insured: Firstbank, A Colorado State Banking Corporation, its successors and/or assigns as their interests may appear.

Tax Certificate	\$25.00
-----------------	----------------

Endorsement Form 100 (Comprehensive - Improved Land - Lender)	\$217.00
---	-----------------

Endorsement CO-110.1 Delete 1-4 OP	\$75.00
------------------------------------	----------------

3. The estate or interest in the land described or referred to in this Commitment and covered herein is Fee Simple and title thereto is at the effective date hereof vested in:

ADS Group LLC, a Colorado limited liability company

4. The land referred to in this Commitment is situate in Adams County, State of Colorado and is described as follows:

See Exhibit A attached hereto and made a part hereof.

Also known by street and number as: 281 E 55th Avenue, Denver, CO 80216

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

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EXHIBIT A

THE WEST 140 FEET OF THE FOLLOWING TRACT OF LAND:

A TRACT OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO, 90.7 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NOWRTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;
THENCE WEST ALONG SAID SECTION NORTH LINE 418 FEET;
THENCE SOUTH 337.3 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 323 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION;
THENCE SOUTH 323 FEET TO SAID SOUTH LINE (THE CENTERLINE OF EAST 55TH AVENUE);
THENCE EAST ALONG SAID CENTERLINE, 400 FEET MORE OR LESS TO THE EXTENDED WEST LINE OF THE FLORENCE WILCOX SUBDIVISION;
THENCE NORTH ALONG SAID WEST LINE 323 FEET;
THENCE WEST AND PARALLEL WITH THE EAST 55TH AVENUE 408.5 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING,

EXCEPT THE SOUTH 30 FEET THEREOF,

COUNTY OF ADAMS,
STATE OF COLORADO.

For information purposes only: 281 E 55th Avenue, Denver, CO 80216
APN/Parcel ID: 0182515100015

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SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements that must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
6. Receipt by the Company of the appropriate affidavit and indemnity executed by the owners of the subject property.
7. A copy of the properly signed and executed operating agreement, for CarMa Property Group LLC, a Colorado limited liability company to be submitted for review.
8. Record a Statement of Authority for CarMa Property Group LLC, a Colorado limited liability company to provide prima facie evidence of existence of an entity capable of holding property, and the name of the person authorized to execute instruments affecting title to real property as authorized by C.R.S. §38-30-172.
9. A copy of the properly signed and executed operating agreement, for ADS Group LLC, a Colorado limited liability company to be submitted for review.
10. Record a Statement of Authority for ADS Group LLC, a Colorado limited liability company to provide prima facie evidence of existence of an entity capable of holding property, and the name of the person authorized to execute instruments affecting title to real property as authorized by C.R.S. §38-30-172.
11. Special Warranty Deed must be sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, item 2A.

Note: C.R.S. §38-35-109(2) required that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.
12. Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein for the benefit of the proposed insured, Schedule A, item 2(b) or 2(c).
13. Release of the Deed of Trust from A D S Group LLC, a Colorado limited liability company to the Public

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SCHEDULE B - SECTION I

(Continued)

Trustee of Adams County for the benefit of Colorado Business Bank to secure an indebtedness in the principal sum of \$205,000.00, and any other amounts and/or obligations secured thereby, dated August 12, 2004 and recorded on August 19, 2004 at Reception No. 20040819000794270.

14. Release of the Deed of Trust from A D S Group LLC, a Colorado limited liability company to the Public Trustee of Adams County for the benefit of Denver Urban Economic Development Corporation to secure an indebtedness in the principal sum of \$169,000.00, and any other amounts and/or obligations secured thereby, dated October 22, 2004 and recorded on October 25, 2004 at Reception No. 20041025001067660.

NOTE: Assignment of the above Deed of Trust recorded October 25, 2004 at Reception No. 20041025001067670.

15. A Survey sufficient in content and form and certified to First Integrity Title Company and Chicago Title Insurance Company, must be furnished to the Company. Exception will be taken to adverse matters disclosed thereby.

THE PARTIES INVOLVED IN THE TRANSACTION MUST INFORM THE COMPANY, IN WRITING, IF ANY PORTION OF THE PROPERTY WILL BE USED IN CONNECTION WITH THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA.

NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT PERMITTED TO PROVIDE ESCROW SERVICES OR TITLE INSURANCE FOR ANY TRANSACTION INVOLVING REAL PROPERTY THAT IS ASSOCIATED WITH THESE ACTIVITIES.

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SCHEDULE B - SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, 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 show by the Public Record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquired of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Taxes for the current year, including all taxes now or heretofore assessed, due, or payable.
8. ANY EXISTING LEASES OR TENANCIES.
9. TERMS, CONDITIONS, PROVISION, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE EASEMENT RECORDED FEBRUARY 6, 1979 AT RECEPTION NO. B180473 AND RE-RECORDED APRIL 9, 1979 AT RECEPTION NO. B191584.
10. AN EASEMENT FOR ELECTRIC/GAS LINES AND INCIDENTAL PURPOSES GRANTED TO THE PUBLIC SERVICE COMPANY OF COLORADO, BY THE INSTRUMENT RECORDED ON JULY 18, 1979 AT RECEPTION NO. B211467 UPON THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT.

End of Schedule B Section II

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording Whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an Owner's Policy of Title Insurance and is responsible for the recording and First Integrity Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers".
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address/demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.

- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354



4610 S. Ulster Street, Suite 100
Denver, CO 80237
Phone: (303)209-0312 Fax: (855)405-6387

PRIVACY POLICY

Committed to Protecting Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, First Integrity Title Company has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our agents, or others; and
- Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for giving us the opportunity to provide your closing and settlement services.

North Washington Street
 Water & Sanitation District
 3172 E. 78th Avenue
 Denver, CO 80229 * 303-288-6664
<http://nwsd.colorado.gov/>
 Pay By Phone 1-855-939-2113

402040141.05

281 E. 55TH AVE

11/28/2022

\$179.08

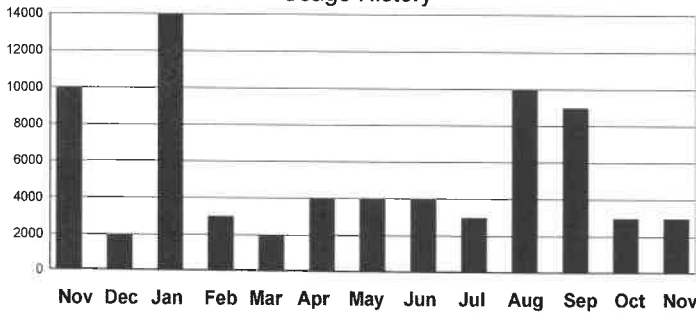
\$179.08

CARMA PROP GROUP LLC
 P.O. BOX 11206
 DENVER, CO 80211

AUTO DRAFT - DO NOT PAY

Previous Read Date	Current Read Date	Billing Days:	Previous Read:	Current Read:	Usage Gallons:
10/27/2022	11/28/2022	32	137	140	3000

Usage History



Billing Summary

Utility Service	Total
Water	\$74.46
Sewer	\$104.62

PAYMENT OPTIONS: PAY BY PHONE 1-855-939-2113,
 AUTO WITHDRAWAL AND ONLINE PAYMENT SERVICE.
 PLEASE GO TO OUR WEBSITE FOR MORE BILLING
 INFORMATION. THANK YOU.

<https://nwsd.colorado.gov/payments>

Current Charges	\$179.08
Previous Balance	\$179.08
Payments we processed	\$-179.08
Adjustments	\$0.00
Miscellaneous Fee	\$0.00
Balance Forward	\$0.00
Total payment now due...	\$179.08

CARMA PROP GROUP LLC
 P.O. BOX 11206
 DENVER, CO 80211

Account Number: 402040141.05
 Current Charges Due: **12/28/2022**
 Current Charges: \$179.08
AUTO DRAFT - DO NOT PAY
 Total Amount Due: **\$179.08**

IMPROVEMENT SURVEY PLAT

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

CLIENT INFORMATION

THIS SURVEY WAS PREPARED FOR
COLE HABERER (HCI ENGINEERING) ON
MARCH 3, 2023.

LEGAL DESCRIPTION AS PER DEED AT RECPTION NO. 202000026160

THE WEST 140 FEET OF THE FOLLOWING TRACT OF LAND:

A TRACT OF LAND IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTH LINE OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, COLORADO, 90.7 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;
THENCE WEST ALONG SAID SECTION NORTH LINE 418 FEET;
THENCE SOUTH 337.3 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 323 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION;
THENCE SOUTH 323 FEET TO SAID SOUTH LINE (THE CENTERLINE OF EAST 55TH AVENUE);
THENCE EAST ALONG SAID CENTERLINE, 400 FEET MORE OR LESS TO THE EXTENDED WEST LINE OF THE FLORENCE WILCOX SUBDIVISION;
THENCE NORTH ALONG SAID WEST LINE 323 FEET;
THENCE WEST AND PARALLEL WITH THE EAST 55TH AVENUE 408.5 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING,

EXCEPT THE SOUTH 30 FEET THEREOF.

COUNTY OF ADAMS,
STATE OF COLORADO.



GENERAL NOTES


1. FALCON SURVEYING, INC. RECOMMENDS THE PROPERTY OWNER OBTAIN A TITLE COMMITMENT TO MORE THOROUGHLY RESEARCH EASEMENTS.
2. TOTAL AREA OF PARCEL IS 41,017 SQUARE FEET, OR 0.941 ACRES MORE OR LESS.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
4. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON. (C.R.S. 13-80-105(3)(A))
5. FALCON SURVEYING, INC. RECOMMENDS ALL INTERESTED PARTIES RETAIN THE SERVICES OF A COMPETENT INDIVIDUAL TO CONSULT PERTINENT DOCUMENTS FOR SPECIFIC DEVELOPMENT RESTRICTIONS AND CRITERIA WHICH MIGHT APPLY TO SUBJECT PARCEL. FALCON SURVEYING, INC. AND THE SURVEYOR OF RECORD ASSUME NO RESPONSIBILITY FOR THE ZONING RESTRICTIONS UPON THE SUBJECT PROPERTY.
6. FALCON SURVEYING, INC. DOES NOT HAVE THE EXPERTISE TO ADDRESS THE MINERAL RIGHTS. FALCON SURVEYING, INC. RECOMMENDS ALL INTERESTED PARTIES RETAIN A MINERAL RIGHTS EXPERT TO ADDRESS THESE MATTERS. FALCON SURVEYING, INC. AND THE SURVEYOR OF RECORD ASSUME NO RESPONSIBILITY FOR THE MINERAL RIGHTS UPON THIS TRACT OF LAND.
7. DIRECT ACCESS TO PROPERTY FROM E 55TH AVE (PUBLIC RIGHT OF WAY) EXISTS AT TIME OF SURVEY. RIGHTS TO ACCESS NOT ADDRESSED BY SURVEYOR.
8. SUBJECT PROPERTY LIES IN "ZONE X", (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS PER FLOOD INSURANCE RATE MAP PANEL NO. 08001C0611H, EFFECTIVE DATE 03/05/07.
9. BURIED UTILITIES AND/OR PIPE LINES ARE SHOWN PER VISIBLE SURFACE EVIDENCE AND UTILITY PLANS. ADDITIONAL UTILITIES, IN USE OR ABANDONED, MIGHT EXIST ON, NEAR OR CROSSING THE SUBJECT PROPERTY. LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. WITHOUT EXPRESSING A LEGAL OPINION AS TO THE OWNERSHIP OR NATURE OF THE POTENTIAL OVERHANGS, THE DIMENSIONS OF ALL UTILITY POLE CROSSMEMBERS AND/OR OVERHANGS SHOWN HEREON ARE LOCATED TO THE BEST OF OUR ABILITY AND ARE APPROXIMATE. FALCON SURVEYING, INC. AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OF OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
10. NO KNOWN CHANGES IN STREET RIGHT OF WAY LINES, NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
11. ALL DISTANCES IN U.S. SURVEY FEET.
12. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
13. DISTANCE TO NEAREST INTERSECTING STREET: APPROXIMATELY 50 FEET TO THE INTERSECTION OF E 55TH AVE AND LOGAN CT.
14. NUMBER AND TYPE OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES ARE AS FOLLOWS, 0 - DISABLED SPACES, 0 - MOTORCYCLE SPACES, 0 - REGULAR SPACES.
15. ZONING: NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR BY THE CLIENT. SUBJECT PROPERTY ZONED I-1, PER ADAMS COUNTY ZONING SUMMARY ON MARCH 3, 2023.
16. BENCHMARK: FOUND ALLOY CAP STAMPED "36072" LOCATED AT THE INTERSECTION OF E 52ND AVE AND N BROADWAY, 22.29 FEET NORTHEAST OF CUT CROSS IN CURB ON THE WEST SIDE OF N BROADWAY. NAVD 88 ELEVATION=5193.27
17. BASIS OF BEARINGS: THE GPS DERIVED NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN AS EVIDENCED BY THE NORTH QUARTER CORNER OF SAID SECTION (BEING A FOUND 3 1/4" ALLOY CAP), FROM WHENCE THE WEST SIXTEENTH CORNER OF SAID SECTION (BEING A FOUND 3 1/4" ALLOY CAP), BEARS NORTH 88°48'29" EAST A DISTANCE OF 1318.03 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO.

SURVEYOR'S CERTIFICATE

I, JEFFREY J. MACKENNA, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION AND THAT IT IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF. THIS SURVEY IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE BUT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



 JEFFREY J. MACKENNA
 PLS 34183

	9940 WEST 25TH AVENUE LAKEWOOD, CO 80215 303-202-1560 WWW.FALCONSURVEYING.COM	
	DATE: 03/03/23	REVA:
DRAWN BY: CT	CHK'D BY: JJM	JOB NO. 230203
DATE OF FIELD SURVEY: 02/28/23		230203_LSP.DWG

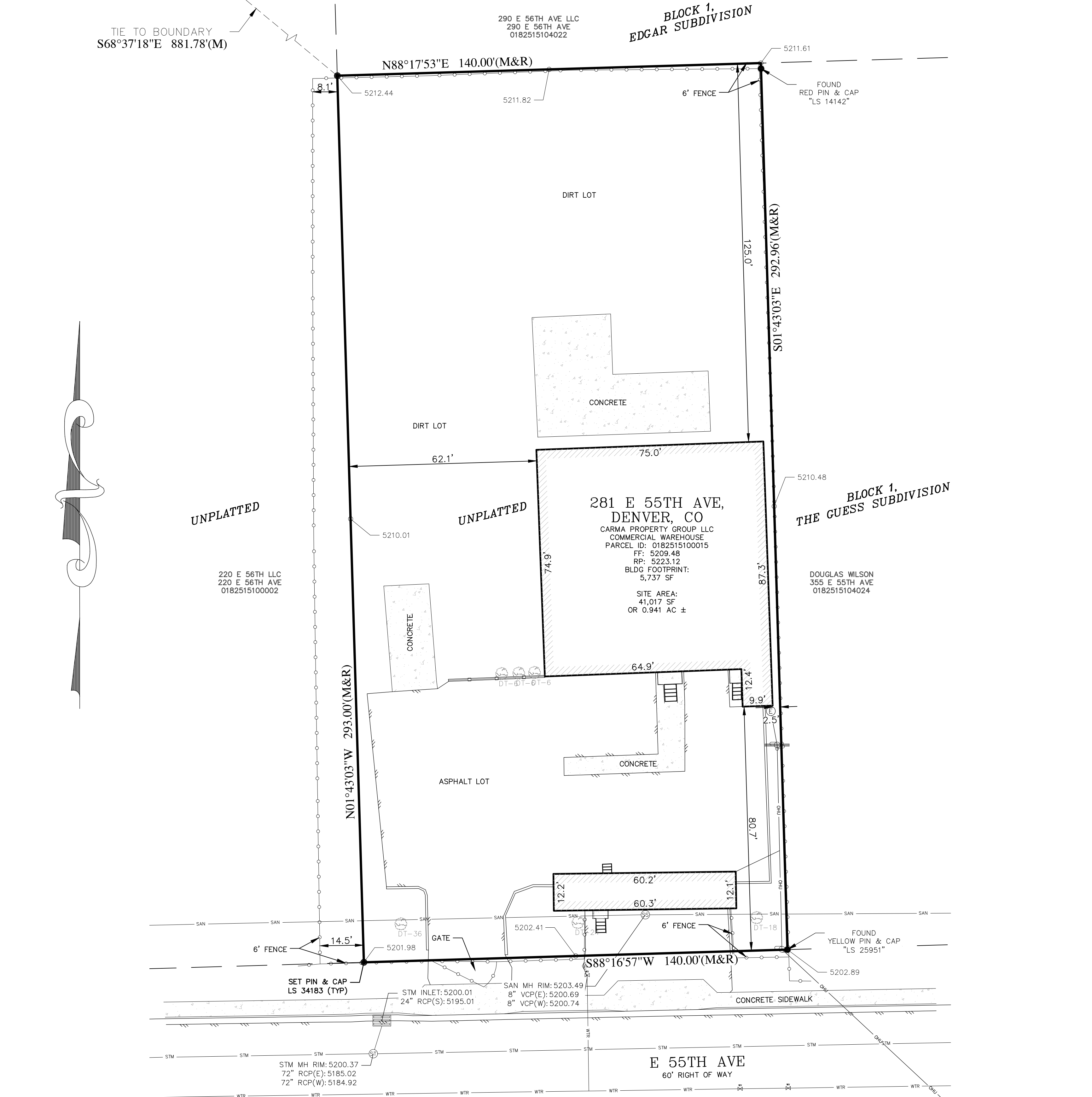
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IMPROVEMENT SURVEY PLAT

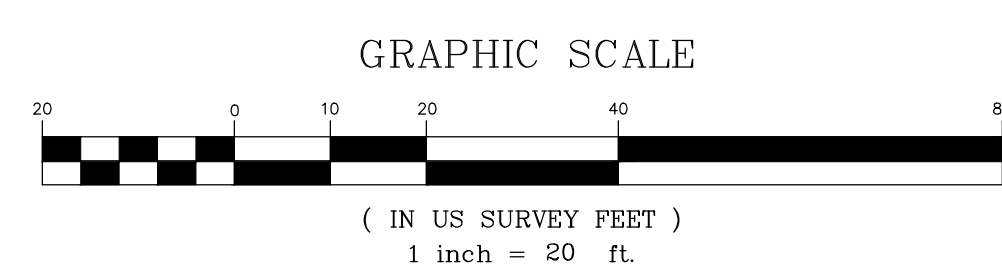
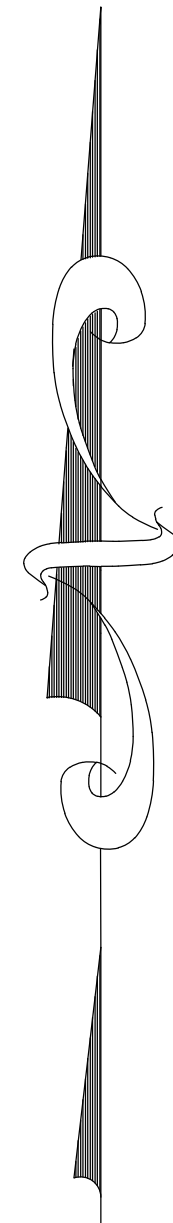
A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 15,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2

BASIS OF BEARING:
N88°48'29"E 1318.03'(M)
NORTH LINE OF THE NE 1/4
SEC15-T3S-R68W



LEGEND	
	SET 18" NO. 4 REBAR WITH PLASTIC CAP, AT GRADE P.L.S. 34183
	SECTION CORNER
	BENCHMARK
	CHISELED CROSS
	MONUMENT
	DECIDUOUS TREE (DT 12IN)
	UTILITY POLE
	ELECTRIC METER
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	STORM SEWER MANHOLE
	SANITARY SEWER MANHOLE
	OVERHEAD UTILITY
	SANITARY SEWER LINE
	STORM SEWER LINE
	WATER LINE
	EDGE OF ASPHALT
	CHAINLINK FENCE
	WOOD FENCE
	CONCRETE
(M)	MEASURED
(R)	RECORDED



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SHEET 2 OF 2

	9940 WEST 25TH AVENUE LAKEWOOD, CO 80215 303-202-1560 WWW.FALCONSURVEYING.COM	
	DATE: 03/03/23	REVA:
DRAWN BY: CT	CHK'D BY: JJM	JOB NO. 230203
DATE OF FIELD SURVEY: 02/28/23	230203_ISP.DWG	

CARMA PROPERTY GROUP LLC
281 E 55TH AVE
DENVER, CO 80216-1701

Situs Address	Payor
281 E 55TH AVE	Marvin A Quijano

Legal Description
 SECT,TWN,RNG:15-3-68 DESC: W 140 FT OF FOL DESC TRACT OF LAND BEG ON THE N LN OF SEC 15 90/7 FT W OF THE NE COR OF THE NE4 NW4 NE4 OF SD SEC 15 TH W ALG SD SEC N LN 418 FT TH S 337/3 FT M/L TO THE TRUE POB TH S 323 FT TO THE C/L OF E 55TH AVE TH E 400 FT M/L TO THE EXT W LN OF THE FLORENCE WILCOX SUBD TH N 323 FT TH W 408/5 FT M/L TO THE TRUE POB EXC THE S 30 FT THEREOF 0/94A

Property Code	Actual	Assessed	Year	Area	Mill Levy
COMM LND WHSE/STORAG - 2135	286,622	76,710	2023	085	102.055
WAREHOUSE/STG - 2235	450,878	120,680	2023	085	102.055

Payments Received		
E-check		\$20,346.09

Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2023	Interest Charge	\$201.45	\$0.00	\$201.45	\$0.00
2023	Tax Charge	\$20,144.64	\$0.00	\$20,144.64	\$0.00
				\$20,346.09	\$0.00
Balance Due as of May 23, 2024					\$0.00

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com