

Christine M. Francescani (303) 894-4435 cfrancescani@fwlaw.com

December 1, 2022

Adams County Community and Economic Development Department 4430 S Adams County Parkway Suite W2000
Brighton, CO 80601

Re: 6495 York Street Rezoning and Replat

Dear County Staff,

I am submitting this application on behalf of 6535 York, LLC, for a rezoning from A-1 to I-2 the property owner for parcels 0182502403028, 0182502403014, and 0182502403015 in unincorporated Adams County, along with a replat of the property in order to meet the minimum lot size requirements for I-2 zoned properties pursuant to sections 2-02-15-06 and 2-02-18-04 of the County's Development Standards and Regulations.

The purpose of the rezoning is to bring the properties, surrounding uses, and surrounding zoning and character into harmony with each other. There is no development or change in land use planned for the properties. Currently there is no water or sewer service on the properties, as the current uses do not utilize water or sewer and there is no development planned for the properties.

## Written Explanation of Project

## I. Current Form & Use of Property

The properties outlined below are currently zoned A-1 with an underlying future land use of Industrial, and thus are appropriate for a rezoning to I-2 concurrently with a replat to meet I-2 lot size requirements.

The property known as "6495 York Street" is comprised of 4 parcels:

1. #0182502403027: this parcel is not part of this rezoning/replat

## 2. #0182502403028

- a. Unaddressed
- b. 0.58 Acres
- c. No Improvements

## 3. #0182502403014

- a. Unaddressed
- b. 1.10 Acres
- c. No Improvements

## 4. #0182502403015

- a. Unaddressed
- b. 1.00 Acres
- c. No Improvements

Parcel 2 is currently vacant and unused. Parcels 3 and 4 are currently used as an industrial vehicle tow yard and are tenant-occupied. This use has been in-place since at least April of 2017, when the current owner purchased the parcels.

## II. Surrounding Zoning

- A. The general character of the surrounding parcels is heavy industrial
  - 1. The parcel to the north (6535 York Street) is zoned I-2.
- This is a multi-tenant industrial building
  - 2. The parcel to the northwest (6520 Vine Court) is zoned I-2
- This is an outdoor industrial storage yard with shop
  - 3. The parcel to the west & southwest (2025 E 64th Avenue) is zoned I-2
- This is an outdoor industrial storage yard
  - 4. The parcel to the south (3 Parcels addressed as 2215 E 64th Avenue) is zoned A-1
- Owned by Public Service Company of Colorado (Xcel Energy) and is the site of a high-tension power line support & associated equipment
  - 5. York Street is directly east of the property
  - 6. The parcel to the east & southeast (6450-6550 York Street) is zoned A-1

- Owned by Metro Water Recovery/Metropolitan Denver Sewage Disposal District #1 and is the site of the district offices for the Robert W. Hite Sewage Treatment Facility

## B. Non-boundary area uses

- 1. Xcel Energy's Cherokee Generating Station is approximately 500' south of the property.
- 2. The Robert W. Hite Sewage Treatment Facility is approximately 800' south of the property.

## III. Purpose of Project

The property owner desires to re-zone and replat the parcels in order to bring the properties, surrounding uses, and surrounding zoning and character into harmony with each other.

## IV. Anticipated Development of Project

No development of the project is anticipated or desired at this time.

## V. Comprehensive Plan Compliance

The County's 2022 comprehensive plan, Advancing Adams, lists the future land use for these properties as Industrial Medium, which is consistent with the proposed I-2 zoning.

## VI. Conclusion

## Rezoning

Section 2-02-15-06-02 of the County's Development Standards and Regulations governs rezonings. In order to rezone a property, the Planning Commission and Board of County Commissioners must find that:

- 1. The Zoning Map amendment is consistent with the Adams County Comprehensive Plan;
- 2. The Zoning Map amendment is consistent with the purposes of these standards and regulations;
- 3. The Zoning Map amendment will comply with the requirements of these standards and regulations; and
- 4. The Zoning Map amendment is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

A rezoning of the property to I-2 is consistent with the comprehensive plan's designation of Industrial. The current zoning of the property is inconsistent with the adopted Comprehensive Plan and its future land use designation of Industrial. Rezoning the property to a zone district that

is consistent with the Comprehensive Plan designation will advance the County's long-term goal for providing areas that create a setting for a wide range of industry uses. Pursuant to section 3-26-07-01 of the Development Standards and Regulations, the minimum lot size and lot width for I-2 properties is two (2) acres and one-hundred and twenty-five (125) feet. And lastly, given the County's proposed future land use map and the uses and zoning of surrounding properties, this rezoning is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County, rezoning these parcels is appropriate and should be supported by staff.

## Replat

Section 2-02-18-04-01 of the County's Development Standards and Regulations allows for a replat "of several lots . . . in which the original subdivision is not substantially modified, and additional lots are not created." In approving a replat the Director of Community and Economic Development must find that:

- 1. The [replat] complies with these standards and regulations, and the original conditions of approval;
- 2. Nonconforming lots are not created, and in the case of nonconforming lots, the nonconformity is not increased;
- 3. The [replat] is in keeping with the purpose and intent of the subdivision regulations; and
- 4. The approval will not adversely affect the public health, safety, and welfare.

Replatting the properties in order to meet the minimum lot size for rezoning to I-2 complies with these criteria for approval. The rezoning is appropriate based upon the County's future land use map and surrounding zoning and uses, and the replat will not substantially modify the original subdivision. Thus, the replat complies with and is in keeping with the purpose and intent of the County's Development Standards and Regulations, will create a lot that conforms to the new zone district, and will not adversely affect the public health, safety, and welfare.

I look forward to working with you on this process. Please contact me if you have questions or need any additional information at <u>cfrancescani@fwlaw.com</u> (telephone 303-894-4435).

Sincerely,

Christine M. Francescani

FAIRFIELD AND WOODS, P.C.

Community & Economic Development Department www.adcogov.org



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

## **REZONING (Zoning Map Amendment)**

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 2) included in this packet for more information on each submittal item.

All applications shall be submitted electronically to <a href="mailto:epermitcenter@adcogov.org">epermitcenter@adcogov.org</a>. If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at <a href="https://permits.adcogov.org/CitizenAccess/">https://permits.adcogov.org/CitizenAccess/</a>.

$\times$	1.	Development Application	n Form (pg. 4)					
	2.	Application Fees (see tab	le)					
X	3.	Written Explanation of th	ne Project					
X	4.	Site Plan Showing Propo	sed Development, including:					
		<ul><li>a. Proposed Building</li><li>b. Parking Areas</li><li>c. Site Access</li></ul>	Envelope					
	<b>.</b> 5.	d. Landscape Areas  Trip Generation Letter						
	6. Preliminary Drainage Analysis							
M	<b>4</b> 7.	Neighborhood Meeting S	ummary					
	8.	Proof of Ownership (warn	canty deed or title policy)					
	<b>A</b> 9.	Proof of Water and Sewe and no development plant	r Services: No water or sewer serviced for properties.	ce on properties currently				
V	10	Legal Description						
	11	.Certificate of Taxes Paid						
	4		Mineral Estate Owners/and Lessees	s (pg. 6)				
	13	.Certificate of Surface De Applications Fees	Amount	Due				
	Арр	lication	\$1,500	After complete application received				
	Tri-	County Health	\$210 (public utilities -TCHD Level 2)	After complete application				

\$360 (individual septic -TCHD Level 3) received

Community & Economic Development Department www.adcogov.org

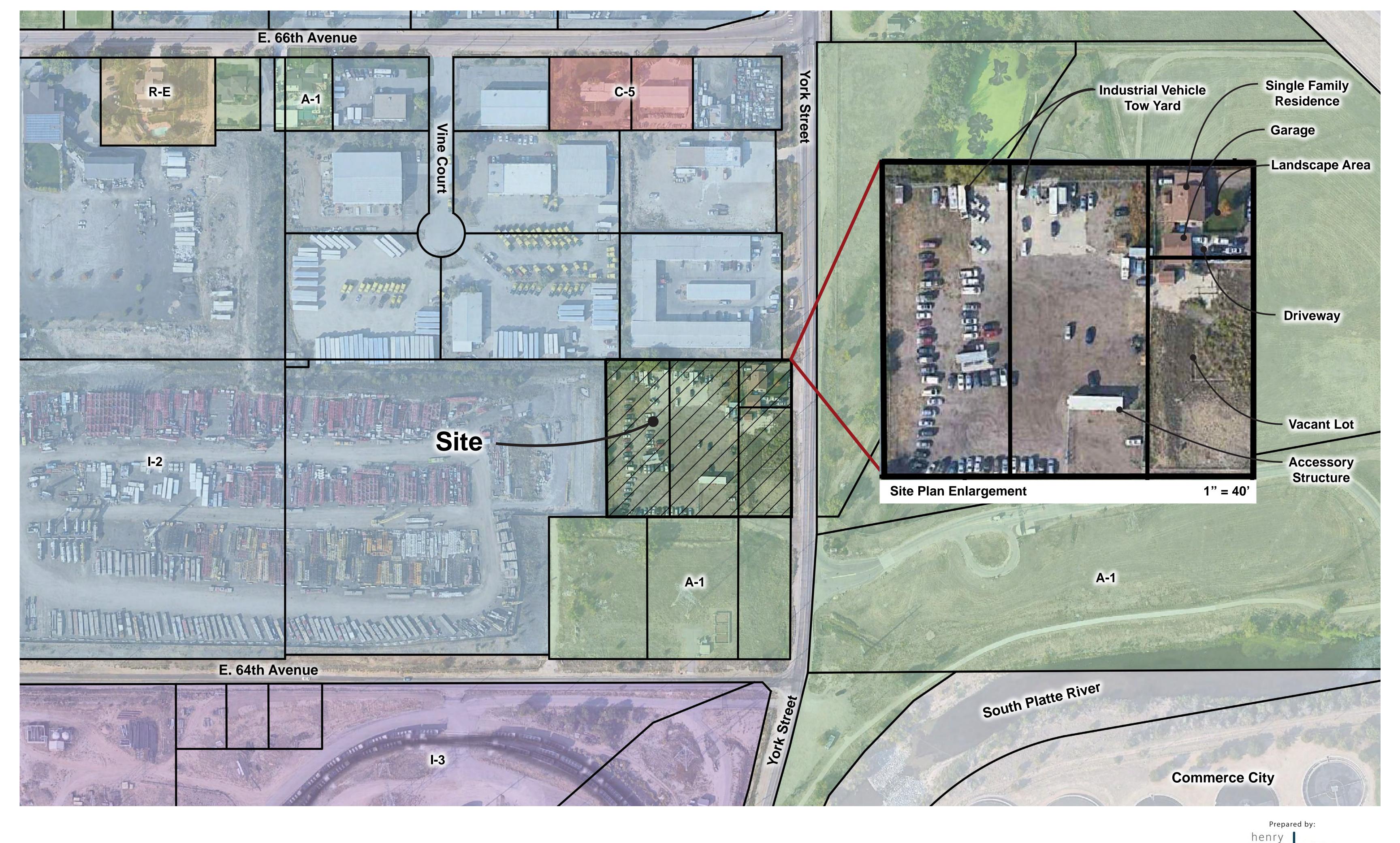


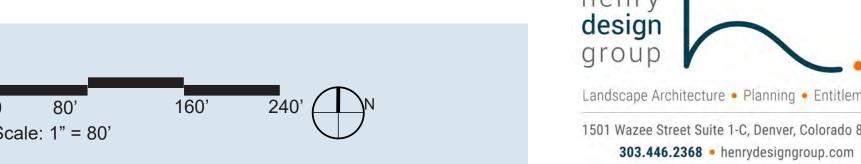
4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

Application Type:										
Conceptual Review Preliminary PUD Temporary Use Subdivision, Preliminary Final PUD Variance Subdivision, Final Review Preliminary PUD Temporary Use Conditional PUD Variance Subdivision, Final Review Conditional Use Plat Correction/ Vacation Special Use Other:  PROJECT NAME: 6535 York, LLC Rezoning										
PROJECT NAME: 6535 York, LLC Rezoning										
APPLICANT										
Name(s):	Christine Francescani	Phone #:	303-894-4435							
Address:	1801 California St, Suite 2600									
City, State, Zip:	Denver, CO 80202									
2nd Phone #:		Email:	cfrancescani@fwlaw.com							
OWNER										
Name(s):	6535 York, LLC c/o Mark Goodman	Phone #:	720-440-6270							
Address:	789 Sherman Street, Suite 660	-Carles								
City, State, Zip:	Denver, CO 80203									
2nd Phone #:		Email:	mgoodman@goodmancommre.com							
TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)										
Name:		Phone #:								
Address:										
City, State, Zip:										
2nd Phone #:		Email:								

## **DESCRIPTION OF SITE**

Address:	6495-6535 York Street
City, State, Zip:	Denver, CO 80229
Area (acres or square feet):	1.00, 1.10, 0.58
Tax Assessor Parcel Number	0182502403015, 0182502403014, 0182502403028
Existing Zoning:	A-1
Existing Land Use:	Industrial vehicle tow yard, industrial vehicle tow yard, vacant
Proposed Land Use:	Proposed rezoning to I-2. No development or change in land use anticipated. Purpose of project is to bring current uses into harmony with surrounding uses and zoning.
Have you attende	d a Conceptual Review? YES X NO NO
If Yes, please list	PRE#: PRE2022-00042
under the author pertinent requirent Fee is non-refund	at I am making this application as owner of the above described property or acting rity of the owner (attached authorization, if not owner). I am familiar with all nents, procedures, and fees of the County. I understand that the Application Review dable. All statements made on this form and additional application materials are f my knowledge and belief.
Name:	Christine Francescani, Fairfield and Woods On behalf of Owner, 6535 York, LLC
Name:	
	Calgnature





## REPLAT OF A PORTION OF HARVEST ACRES

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

## **OWNERSHIP CERTIFICATE**

Know all men by these presents that the undersigned, being the owner of the following described tract of land:

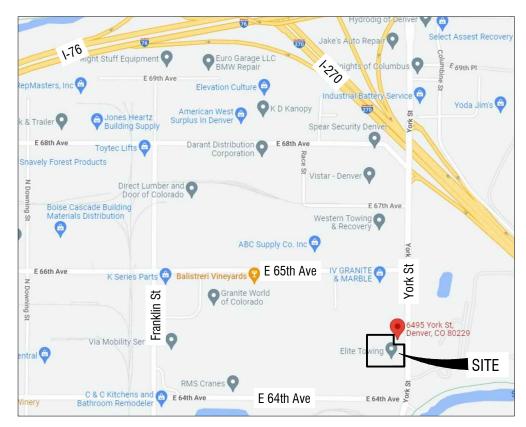
Commencing at the northeast corner of Block 20 of Harvest Acres at the found #3 rebar; Thence S 89°54' 41"W coincident with the north line of of Harvest Acres, a distance of 100.00 feet to the Point of Beginning; Thence continuing S89°54' 41"W coincident with said north line, a distance of 277.00 feet; Thence departing said north line S00°05' 19" E, a distance of 330.00 feet; Thence N 89° 54' 41" E, a distance of 387.00 feet to the east line of Harvest Acres and the west R.O.W. of York Street; Thence N 00° 05' 10" W coincident with said east line and R.O.W., a distance of 230.00 feet; Thence departing said line and R.O.W. S 89°54' 41"W, a distance of 110.00 feet; Thence N 00° 05' 10" W, a distance of 100.00 feet to the point of beginning.

Have by these presents laid out, platted and subdivided the same in to lots as shown on this plat under the name and style of REPLAT OF A PORTION OF HARVEST ACRES

My commission expires: 20	
	Notary Pub
WITNESS MY HAND AND OFFICIAL SEAL.	
BY Mark Goodman on behalf of 6535 York, LLC	
day of20,	
The foregoing instrument was acknowledged before me this	
STATE OF COLORADO)	
COUNTY OF ADAMS) ss:	
by Mark Goodman on behalf of 6535 York, LLC	
OWNER:	

## FILING CERTIFICATION:

DEPOSITED THIS	DAY OF	, 20	, AT	M.		
IN BOOK	OF THE COUNTY SURVEYOR'S LAI	ND SURVE	Y/RIGHTS-0	F-WAY SURVEY		
AT PAGE	, RECEPTION NUMBER					
COUNTY SURVEYOR						
BY DEPUTY COUNTY SURVEYOR						



## VICINITY MAP 1" = 1000'

## **NOTES:**

- 1. The purpose of this Replat is for the combination of 3 existing parcels.
- 2. Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the
- Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) Misdemeanor pursuant to State Statute 18-4-508, C.R.S.
- 4. Basis of bearing North Line of Harvest Acres which bears S 89°54'41" W.
- The Legal Description(s) on this Replat were prepared by Joseph W. Stice, iii, PLS # 36072, for and on behalf of Timberline Boundary and Surveying, PO Box 2718822, Littleton, CO 80127 303 971-0955 timberlinesurveying@gmail.com
- Date of field work August 30, 2022
- 7. Bearings and distances in ( ) are as previously deeded or surveyed.
- Distances on this Minor Adjustment are expressed in U.S. survey feet and decimals thereof. A U.S. survey foot is defined as exactly 1200/3937 meters.
- All general notes, dedications, restrictions etc as shown on Harvest Acres (Rec No 39646) apply unless specifically amended and superseded hereby

## LEGAL DESCRIPTION :

Commencing at the northeast corner of Block 20 of Harvest Acres at the found #3 rebar; Thence S 89°54' 41"W coincident with the north line of of Harvest Acres. a distance of 100.00 feet to the Point of Beginning; Thence continuing S89°54' 41"W coincident with said north line, a distance of 277.00 feet; Thence departing said north line S00°05' 19" E, a distance of 330.00 feet; Thence N 89° 54' 41" E, a distance of 387.00 feet to the east line of Harvest Acres and the west R.O.W. of York Street; Thence N 00° 05′ 10″ W coincident with said east line and R.O.W., a distance of 230.00 feet; Thence departing said line and R.O.W. S 89°54' 41"W, a distance of 110.00 feet; Thence N 00° 05' 10" W, a distance of 100.00 feet to the point of beginning.

Parcel contains 116,710 Sq Ft or 2.679 Acres, more or less

# STREET REV DATE REVISIONS DIVISION.DWG 0 09/16/2022 ISSUED FOR REVIEW DMAN

# PROJECT: YORK STREET DRAWING: TL-22044-SUBDIVISION.DWG CLIENT: GOODMAN PROJECT MANAGER: AD DRAWN BY: KSS CHECKED BY: JWS

CUSTOM MAPPING AND LAND SURV P.O. BOX 271882 LITTLETON, COLORADO 80127 303-971-0955 timberlinesurveying@gmail.co

# TIMBERLINE BOUNDARY AND SURVEYIN

## SURVEYOR'S CERTIFICATION:

I, JOSEPH W. STICE iii BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, PLS 36072, DO HEREBY CERTIFY THAT ON SEPTEMBER 16, 2022, A SURVEY OF THE HEREIN DESCRIBED PARCEL WAS COMPLETED UNDER MY DIRECT SUPERVISION, AND THAT THIS IS A TRUE AND ACCURATE PLAT OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FOR AND ON BEHALF OF TIMBERLINE SURVEYING: JOSEPH W. STICE iii

PROJECT No.

22044

SHEET NUMBER

1 OF 1

## REPLAT OF A PORTION OF HARVEST ACRES A PORTION OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO REVISIONS ISSUED FOR REVIEW LOT 2 LOT 3 N 89°54'41" E 339.06' (M) \_\_\_ FD NO. 3 LOT 5 LOT 4 AINWORTH FND #3 REBAR REV 0 FND ORANGE S 89°54'41" W 110.00'-**ENTERPRISES INC** PLASTIC CAP FD IRON PIPE-0182502404007 S 89°54'41", W 277.00' (M)-**₽**-Ø 132' (R) 20' PSCO ESMT YORK STREET TL-22044-SUBDIVISION.DWG GOODMAN BK 1193, PG 128 15' ESMT BK 1270, PG 451 SFG RMS COLORADO LLC S 89°54'41" W 110.00' (M) 0182502403058 PROJECT: DRAWING: CLIENT: 330.00' (M) LAND SURVEYING 20 PIPELINE ESMT S 00°05'19" E SCALE: 1" = 20' BK 1270, PG 451 YORK ST. (50'R.O.W.) PARCEL 2 PARCEL 3 0182502403028 0.833 ACRES± PARCEL 4 0182502403014 1.098 ACRES± 01825202403015 1.009 ACRES± **TRAILER** LEGEND: PROPERTY BOUNDARY SUBDIVISION LINES KEY PAD GATE $\mathbf{c}$ FND REBAR AS SHOWN ELEC GATE SET 1 1/2" ORANGE PLASTIC CAP ON 18" #5 REBAR, PLS NO. 36072 ACCESS ESMT BK 1171, PG 437 132' (R) 110' (R) N 89°54'41" E 387.00' (M) 20 19 PSCO OF COLORADO PSCO OF COLORADO 0182502403010 0182502403012 PSCO OF COLORADO 0182502403011 Ø SHEET NUMBER PROJECT No. 22044 SCALE 1'' = 20'2 OF 2

## LSC TRANSPORTATION CONSULTANTS, INC.



1889 York Street Denver, CO 80206 (303) 333-1105 FAX (303) 333-1107 E-mail: lsc@lscdenver.com

October 14, 2022

Mr. Mark Goodman GCRE Management 789 Sherman Street, Suite 660 Denver, CO 80203

> Re: 6535 York Adams County, CO LSC #220990

## Dear Mr. Goodman:

Per your request, we have completed this trip generation letter for Parcels 2, 3, and 4 of the 6535 York proposed rezone in Adams County, Colorado. Parcel 1 is not a part of this application and will remain residential.

## INTRODUCTION

The purpose of this letter is to estimate the trip generation potential for the currently proposed I-2 zoning for Parcels 2, 3, and 4.

## LAND USE AND ACCESS

The applicant currently uses Parcels 3 and 4 as an industrial vehicle tow yard and Parcel 2 is currently vacant. The proposed use is to utilize Parcels 2 through 4 as an industrial vehicle tow yard and to keep the existing zoning for Parcel 1 which includes an existing residence. The improvements survey plat is attached.

## TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the a land use with a relatively high trip generation potential allowed by the proposed I-2 zoning based on the rates from Trip Generation, 11<sup>th</sup> Edition, 2021 by the Institute of Transportation Engineers (ITE).

The proposed I-2 zoning has the potential to generate an average of about 2,701 vehicle-trips on the average weekday, with about half entering and half exiting the site during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 31 vehicles could enter and about 14 vehicles could exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:30 p.m., about 67 vehicles could enter and about 71 vehicles could exit the site.

\* \* \*

We trust this information will assist you in planning for the proposed 6535 York Parcels 2, 3, and 4 rezone to I-2.

Respectfully submitted,

LSC Transportation Consultants, Inc.

Christopher S. McGranahan, P.E., PTOE

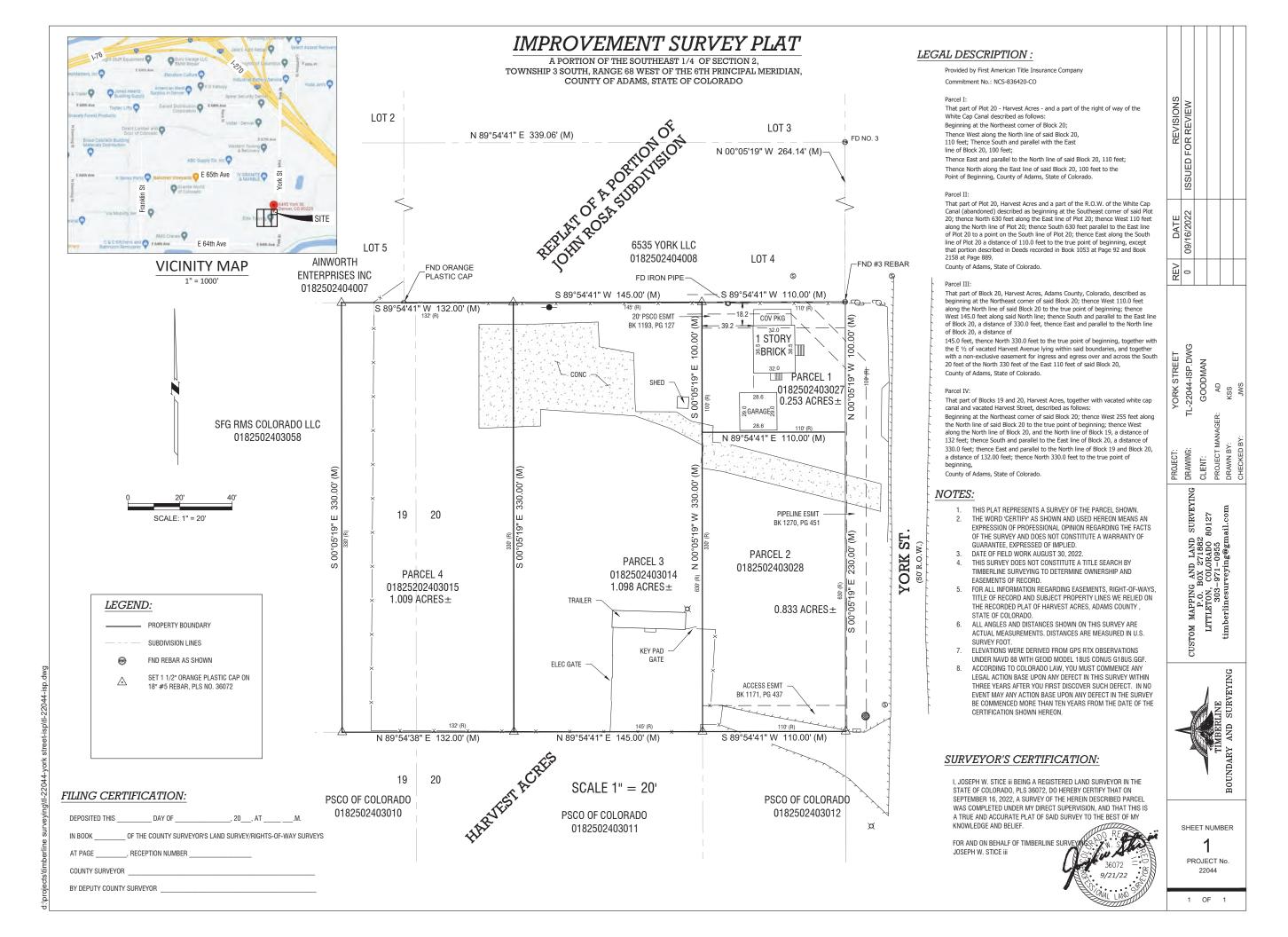
CSM/wc

10-14-22

Improvements Survey Plat Enclosure:

Table 1

W:\LSC\Projects\2022\220990-6535-York\Report\6535-York-101422.wpd



## Table 1 ESTIMATED TRAFFIC GENERATION 6535 York Adams County, CO LSC #220990; October, 2022

		7	Trip Generation Rates (1)				Vehicle-Tri	ps Gene	erated		
		Average	AM Pea	ak-Hour	PM Pea	ak-Hour	Average	AM Peak-	Hour	PM Peak	-Hour
Trip Generating Category	Quantity	Weekday	ln	Out	ln	Out	Weekday	ln	Out	ln	Out
ALLOWABLE LAND USE PER F	ALLOWABLE LAND USE PER PROPOSED I-2 ZONING WITH RELATIVELY HIGH TRIP GENERATION POTENTIAL										
Shopping Plaza (2)	40.000 KSF (3)	67.52	1.073	0.657	2.543	2.647	2,701	43	26	102	106
				F	Passby T	rips <sup>(4)</sup> =	918	12	12	35	35
				Ne	t Externa	ıl Trips =	1,783	31	14	67	71

## **EXISTING/PROPOSED LAND USE**

The applicant currently uses Parcels 3 and 4 as an industrial vehicle tow yard and Parcel 2 is currently vacant. The proposed use is to utilize Parcels 2 through 4 as an industrial vehicle tow yard and to keep the existing zoning for Parcel 1 which includes an existing residence.

## Notes:

- (1) Source: Trip Generation, Institute of Transportation Engineers, 11th Edition, 2021
- (2) ITE Land Use No. 821 Shopping Plaza (40-150K) No Supermarket
- (3) KSF = 1,000 square feet
- (4) Passby trips are assumed to be 34% based on the ITE Handbook.



PO Box 200662, Denver, Co. 80220 Phone (303)388-1867 Cell (303)929-0833 edjennings@comcast.net

Matt Emmens Development Services Engineering 4430 South Adams County Parkway Brighton, Colorado 80601

## Request of Waiver

Date: 11/07/22

File: VR122104

Dear Matt:

This is a request for a waiver of Adams County's requirement for a drainage report submittal to accompany the rezoning application for the property described in the attachment to this request.

The owner of this property wishes to rezone this property from A-1 to I-2. Since, at this time, there are no improvements planned for this property and, since a variety of uses and coverages of this site are permitted in I-1 zoning, it is not possible to develop a drainage plan that would work for all types of possible developments.

Attached is a copy of an improvement survey that shows the subject property and the property description.

Sincerely,

Ed Jennings PE&PLS

BELLIS JENNA RABELLIS JENNA RABELLIS JENNA 11619

\* 119/22

\* 11619

\* 1/9/22

\* COLORA

OF COLORA

OF COLORA

\* COLORA

\*

## **Property Description**

## Parcel II:

That part of Plot 20, Harvest Acres and a part of the R.O.W. of the White Cap Canal (abandoned) described as beginning at the Southeast corner of said Plot 20; thence North 630 feet along the East line of Plot 20; thence West 110 feet along the North line of Plot 20; thence South 630 feet parallel to the East line of Plot 20 to a point on the South line of Plot 20; thence East along the South line of Plot 20 a distance of 110.0 feet to the true point of beginning, except that portion described in Deeds recorded in Book 1053 at Page 92 and Book 2158 at Page 889, County of Adams, State of Colorado.

## Parcel III:

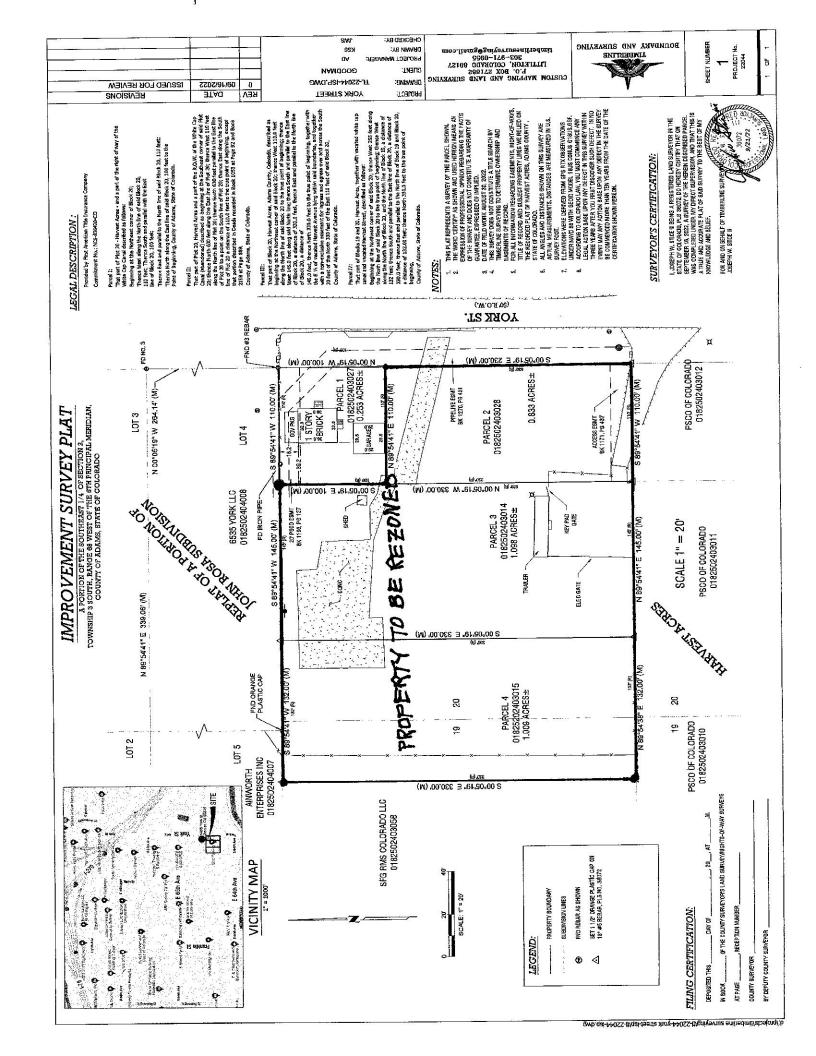
That part of Block 20, Harvest Acres, Adams County, Colorado, described as beginning at the Northeast corner of said Block 20; thence West 110.0 feet along the North line of said Block 20 to the true point of beginning; thence West 145.0 feet along said North line; thence South and parallel to the East line of Block 20, a distance of 330.0 feet, thence East and parallel to the North line of Block 20, a distance of 145.0 feet, thence North 330.0 feet to the true point of beginning, together with the E  $\frac{1}{2}$  of vacated Harvest Avenue lying within said boundaries, and together with a non-exclusive easement for ingress and egress over and across the South 20 feet of the North 330 feet of the East 110 feet of said Block 20, County of Adams, State of Colorado.

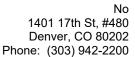
## Parcel IV:

That part of Blocks 19 and 20, Harvest Acres, together with vacated white cap canal and vacated Harvest Street, described as follows:

Beginning at the Northeast corner of said Block 20; thence West 255 feet along the North line of said Block 20 to the true point of beginning; thence West along the North line of Block 20, and the North line of Block 19, a distance of 132 feet; thence South and parallel to the East line of Block 20, a distance of 330.0 feet; thence East and parallel to the North line of Block 19 and Block 20, a distance of 132.00 feet; thence North 330.0 feet to the true point of beginning, County of Adams,

State of Colorado.







**DATE:** August 30, 2022

**FILE NUMBER:** 100-N0039770-030-TH

PROPERTY ADDRESS: 6495 York Street, Denver, CO 80229-7406

BUYER/BORROWER: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

OWNER(S): 6535 York LLC, a \_\_\_\_\_\_ limited liability company

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0098200//0182502403027 R0098201//0182502403028 R0098191//0182502403014 R0098192//0182502403015

## PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO:	Escrow Officer	ATTN: PHONE: FAX: E-MAIL:	Teresa Hott (303) 291-9984 (303) 628-1671 teresa.hott@fnf.com
	Escrow Assistant	ATTN: PHONE: E-MAIL:	Jess Mosher (303) 942-2200 jess.mosher@fnf.com
	Title Officer	ATTN: PHONE: E-MAIL:	Noreen Behringer (303) 889-8094 nbehringer@fnf.com
	Sales Executive	ATTN: E-MAIL:	Katie Picone katie.picone@fnf.com
TO:	6535 York LLC, a limited liability company	ATTN: PHONE: FAX: E-MAIL:	
TO:	Goodman Commercial Real Estate, LLC 789 Sherman St. Suite 660 Denver, CO 80203	ATTN: PHONE: FAX: E-MAIL:	Mark Goodman (720) 440-6271 (720) 440-6275 mgoodman@goodmancommre.com
TO:	Goodman Commercial Real Estate, LLC 789 Sherman St. Suite 660 Denver, CO 80203	ATTN: PHONE: FAX: E-MAIL:	Drew Goodman (720) 440-6270 (720) 440-6275 dgoodman@GoodmanCommRE.com
TO:	Goodman Commercial Real Estate, LLC 789 Sherman St. Suite 660 Denver, CO 80203	ATTN: PHONE: FAX: E-MAIL:	Matthew Sachs (720) 440-6270 (720) 440-6275 msachs@GoodmanCommRE.com

## **Commitment Transmittal** (Continued)

TO: **National Commercial Services Downtown** ATTN: Teresa Hott

1401 17th St PHONE: (303) 942-2200 (303) 628-1671 teresa.hott@fnf.com #480 FAX:

Denver, CO 80202 E-MAIL:

**END OF TRANSMITTAL** 



## COMMITMENT FOR TITLE INSURANCE

Issued by

## Fidelity National Title Insurance Company NOTICE

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

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

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

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

John Miller

Authorized Signature

Fidelity National Title Insurance Company

Michael J. Nol. President

ATTEST: Mayou Memofica

Marjorie Nemzura

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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## COMMITMENT CONDITIONS

## 1. **DEFINITIONS**

- "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by (a) the Public Records.
- (b) "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 to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy (e) to be issued pursuant to this Commitment.
- "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy (f) Amount of each Policy to be issued pursuant to this Commitment.
- "Public Records": Records established under state statutes at the Commitment Date for the (g) purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- "Title": The estate or interest described in Schedule A. (h)
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice:
  - (b) the Commitment to Issue Policy;
  - the Commitment Conditions; (c)
  - (d) Schedule A:
  - Schedule B, Part I—Requirements; (e)
  - (f) Schedule B, Part II—Exceptions; and
  - a counter-signature by the Company or its issuing agent that may be in electronic form. (g)

## 4. **COMPANY'S RIGHT TO AMEND**

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

## 5. LIMITATIONS OF LIABILITY

- The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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27C165B Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

- The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured (b) requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- The Company will only have liability under Commitment Condition 4 if the Proposed Insured (c) would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense (d) incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- The Company shall not be liable for the content of the Transaction Identification Data, if any. (e)
- In no event shall the Company be obligated to issue the Policy referred to in this Commitment (f) unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT 6.

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

## 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## 8. PRO-FORMA POLICY

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

## 9. **ARBITRATION**

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237

Loan ID Number:

Issuing Office File Number: 100-N0039770-030-TH

Property Address: 6495 York Street, Denver, CO 80229-7406

Revision Number:

## **SCHEDULE A**

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: August 16, 2022

2. Policy to be issued:

(a) ALTA Owners Policy 6-17-06

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the

vested owner identified at Item 4 below

Proposed Policy Amount: \$100,000.00

(b) None

Proposed Insured:

Proposed Policy Amount: \$0.00

(c) None

Proposed Insured:

Proposed Policy Amount: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

## Fee Simple

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

6535 York, LLC, a Colorado limited liability company

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

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## **SCHEDULE A**

(Continued)

## PREMIUMS:

Owners Policy (minimum shown until liability	579.00
advised)	
Deletions of 1-4 upon requirement met and	75.00
provided there is no recent, ongoing or	
anticipated construction on the land	
Tax Cert (4)	72.00
ALTA 39-06 - Policy Authentication	0.00

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## EXHIBIT A LEGAL DESCRIPTION

## PARCEL I:

That part of Plot 20 – Harvest Acres – and a part of the right of way of the White Cap Canal described as follows: Beginning at the Northeast corner of Block 20;

Thence West along the North line of said Block 20, 110 feet;

Thence South and parallel with the East line of Block 20, 100 feet;

Thence East and parallel to the North line of said Block 20, 110 feet;

Thence North along the East line of said Block 20, 100 feet to the Point of Beginning,

County of Adams, State of Colorado.

For Informational Purposes Tax ID No.: R0098200

## PARCEL II:

That part of Plot 20, Harvest Acres and a part of the R.O.W. of the White Cap Canal (abandoned) described as beginning at the Southeast corner of said Plot 20;

Thence North 630 feet along the East line of Plot 20;

Thence West 110 feet along the North line of Plot 20;

Thence South 630 feet parallel to the East line of Plot 20 to a point on the South line of Plot 20;

Thence East along the South line of Plot 20 a distance of 110.0 feet to the True Point of Beginning,

EXCEPT that portion described in Deeds recorded in Book 1053 at Page 92 and Book 2158 at Page 889,

County of Adams, State of Colorado.

For Informational Purposes Tax ID No.: R0098201

## PARCEL III:

That part of Block 20, Harvest Acres, Adams County, Colorado, described as beginning at the Northeast corner of said Block 20:

Thence West 110.0 feet along the North line of said Block 20 to the True Point of Beginning;

Thence West 145.0 feet along said North line;

Thence South and parallel to the East line of Block 20, a distance of 330.0 feet;

Thence East and parallel to the North line of Block 20, a distance of 145.0 feet;

Thence North 330.0 feet to the True Point of Beginning,

TOGETHER WITH the E ½ of vacated Harvest Avenue lying within said boundaries, and TOGETHER WITH a

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## **EXHIBIT A**

(Continued)

non-exclusive easement for ingress and egress over and across the South 20 feet of the North 330 feet of the East 110 feet of said Block 20,

County of Adams, State of Colorado

For Informational Purposes Tax ID No.: R0098191

PARCEL IV:

That part of Blocks 19 and 20, Harvest Acres, together with vacated White Cap Canal and vacated Harvest Street, described as follows:

Beginning at the Northeast corner of said Block 20;

Thence West 255 feet along the North line of said Block 20 to the True Point of Beginning; Thence West along the North line of Block 20, and the North line of Block 19, a distance of 132 feet; Thence South and parallel to the East line of Block 20, a distance of 330.0 feet; Thence East and parallel to the North line of Block 19 and block 20, a distance of 132.00 feet; Thence North 330.0 feet to the True Point of Beginning,

County of Adams, State of Colorado.

For Informational Purposes Tax ID No.: R0098192

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## **SCHEDULE B**

## **PART I - REQUIREMENTS**

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: 6535 York, LLC, a Colorado limited liability company

- A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

f. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): 6535 York, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

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## SCHEDULE B PART I – Requirements

(Continued)

g. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$705,000.00 Dated: April 26, 2017

Trustor/Grantor: 6535 York, LLC, a Colorado limited liability company
Trustee: The Public Trustee of Adams County, Colorado

Beneficiary: 5Star Bank Loan No. None Shown Recording Date: April 28, 2017

Recording No: Reception No.2017000036971

Assignment of Rents:

Recording Date: April 28, 2017

Recording No: Reception No.2017000036972

- h. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- i. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- j. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: 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 able to close or insure any transaction involving Land that is associated with these activities.

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## SCHEDULE B PART I – Requirements

(Continued)

## **END OF REQUIREMENTS**

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## **SCHEDULE B** PART II - EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

- Any facts, rights, interests or claims that are not shown by the Public Records but which could be 1. 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 encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
- 4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the 5. Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
  - NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.
- 6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
- 7. All taxes and assessments, now or heretofore assessed, due or payable.
  - NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.
- 8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

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## **SCHEDULE B PART II – Exceptions**

(Continued)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mary Ann Rosa Purpose: Right of Way Recording Date: August 17, 1964

Recording No: Book 1171 at Page 437

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Metropolitan Denver Sewage Disposal District No. 1 Purpose: Construction and Maintenance of Sewer Lines

Recording Date: January 18, 1983 Recording No: Book 2710 at Page 704

11. Easements as shown in Deed recorded June 24, 1991 in Book 3790 at Page 214.

## **END OF EXCEPTIONS**

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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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services 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 unfiled 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, 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, 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.
  - o 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.



## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party
  who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions,
  use phone numbers you have called before or can otherwise verify. Obtain the phone number of relevant
  parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the
  email address may be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make
  your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same
  password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov

Wire Fraud Alert Original Effective Date: 5/11/2017 Current Version Date: 5/11/2017

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## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

## **Collection of 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);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- · domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

<u>Cookies</u>. When you visit an FNF 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. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

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

## When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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 bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

## **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<a href="https://fnf.com/pages/californiaprivacy.aspx">https://fnf.com/pages/californiaprivacy.aspx</a>) or call (888) 413-1748.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 714-2710 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.

<u>For Oregon Residents</u>: We will not share your Personal Information or 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.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

## **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

## **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

## Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

## **Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer

## **Legal Descriptions for 6495 York Street**

SUB:HARVEST ACRES DESC: BEG 300 FT N OF SE COR BLK 20 TH N 230 FT TH W 110 FT TH S 230 FT THE 110 FT TO POB

SUB:HARVEST ACRES DESC: PT OF BLK 20 BEG 110 FT W OF NE COR BLK 20 TH W 145 FT TH S 330 FT TH E 145 FT TH N 330 FT TO POB INC VAC HARVEST ST IN SD DESC

SUB:HARVEST ACRES DESC: PT OF BLK 19 AND 20 BEG AT PT 255 FT W OF NE COR BLK 20 TH W ALG N LN BLKS 20 AND 19 132 FT TH S 330 FT TH E 132 FT TH N 330 FT TO POB



## TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO

## **Certificate Of Taxes Due**

Account Number R0098192

Parcel 0182502403015

Assessed To

6535 YORK LLC 789 N SHERMAN ST STE 660 DENVER, CO 80203-3532 Certificate Number 2022-220249

Order Number CERT OF TAXES DUE - R0098192 CK 79287

Vendor ID

CHRISTINE FRANCESCANI / FAIRFIELD AND WOODS PC - CTD

R0098192

1801 CALIFORNIA ST STE 2600 DENVER CO 80202

Legal Description Situs Address

SUB:HARVEST ACRES DESC: PT OF BLK 19 AND 20 BEG AT PT 255 FT W OF NE COR BLK 20  $\,$  0 TH W ALG N LN BLKS 20 AND 19  $\,$  132 FT TH S 330 FT TH E 132 FT TH N 330 FT TO POB

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$1,602.22	\$0.00	\$0.00	(\$1,602.22)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 09/26/2022					

Tax Billed at 2021 Rates for Tax Area 085 - 085

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6890000	\$59.91	VACANT	\$56,000	\$16,240
ADAMS COUNTY FIRE PROTECTIO	16.6860000	\$270.98	RESIDENTIAL		
ADAMS COUNTY	27.0690000	\$439.60	Total	\$56,000	\$16,240
NORTH WASHINGTON WATER & SA	0.7750000	\$12.59			
SD 1	49.4400000	\$802.90			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$1.62			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$14.62			
Taxes Billed 2021	98.6590000	\$1,602.22			

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

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

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

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

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.

Culpepper, J.D.

4430 S. Adams County Parkway Brighton, CO 80601





## TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO

## **Certificate Of Taxes Due**

Account Number R0098191 Parcel 0182502403014 Assessed To 6535 YORK LLC 789 N SHERMAN ST STE 660

DENVER, CO 80203-3532

Certificate Number 2022-220250 Order Number CERT OF TAXES DUE - R0098191 - CK 79287 Vendor ID CHRISTINE FRANCESCANI / FAIRFIELD AND WOODS PC 1801 CALIFORNIA ST STE 2600 DENVER CO 80202

## Legal Description Situs Address

SUB:HARVEST ACRES DESC: PT OF BLK 20 BEG 110 FT W OF NE COR BLK 20 TH W 145 FT TH S 330 FT TH E  $\,$  145 FT TH N 330 FT TO POB INC VAC HARVEST ST IN SD DESC

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$1,762.04	\$0.00	\$0.00	(\$1,762.04)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 09/26/2022					

Tax Billed at 2021 Rates for Tax Area 085 - 085

Tail Billed at 2021 Tailed for Tail Tilea oob	002				
Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6890000	\$65.89	VACANT	\$61,600	\$17,860
ADAMS COUNTY FIRE PROTECTIO	16.6860000	\$298.01	COMMERCIAL LD		
ADAMS COUNTY	27.0690000	\$483.45	Total	\$61,600	\$17,860
NORTH WASHINGTON WATER & SA	0.7750000	\$13.84			
SD 1	49.4400000	\$882.99			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$1.79			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$16.07			
Taxes Billed 2021	98.6590000	\$1,762.04			

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

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

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

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

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.

Culpepper, J.D.

4430 S. Adams County Parkway Brighton, CO 80601





## TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO

## **Certificate Of Taxes Due**

Account Number R0098201 Parcel 0182502403028 Assessed To 6535 YORK LLC 789 N SHERMAN ST STE 660

DENVER, CO 80203-3532

Certificate Number 2022-220251 Order Number CERT OF TAXES DUE - R0098201 - CK 79287 Vendor ID CHRISTINE FRANCESCANI / FAIRFIELD AND WOODS PC 1801 CALIFORNIA ST STE 2600 DENVER CO 80202

Legal Description Situs Address

SUB:HARVEST ACRES DESC: BEG 300 FT N OF SE COR BLK 20 TH N  $\,$  230 FT TH W 110 FT TH  $\,$  0

S 230 FT THE 110 FT TO POB

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2021	\$398.58	\$0.00	\$0.00	(\$398.58)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 09/26/2022					\$0.00

Tax Billed at 2021 Rates for Tax Area 085 - 085

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6890000	\$14.90	UNIM LND UNDER	\$13,920	\$4,040
ADAMS COUNTY FIRE PROTECTIO	16.6860000	\$67.41	1AC		
ADAMS COUNTY	27.0690000	\$109.36	Total	\$13,920	\$4,040
NORTH WASHINGTON WATER & SA	0.7750000	\$3.13			
SD 1	49.4400000	\$199.74			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.40			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$3.64			
Taxes Billed 2021	98.6590000	\$398.58			

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

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

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

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

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.

Culpepper, J.D.

4430 S. Adams County Parkway Brighton, CO 80601



## CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

(the "Applicant") by signing below, hereby declare and certify as follows:
With respect to the property located at:
Physical Address: 6495 York Street Legal Description: SUB:HARVEST ACRES DESC: BEG 300 FT N OF SE COR BLK 20 TH N 230 FT TH W 110 FT TH S 230 FT THE 110 FT TO POB; SUB:HARVEST ACRES DESC: PT OF BLK 20 BEG 110 FT W OF NE COR BLK 20 TH W 145 FT TH S 330 FT TH E 145 FT TH N 330 FT TO POB INC VAC HARVEST ST IN SD DESC; SUB:HARVEST ACRES DESC: PT OF BLK 19 AND 20 BEG AT PT 255 FT W OF NE COR BLK 20 TH W ALG N LN BLKS 20 AND 19 132 FT TH S 330 FT TH E 132 FT TH N 330 FT TO POB
Parcel #(s): 0182502403028, 0182502403014, and 0182502403015
(PLEASE CHECK ONE):
On the day of, 20, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;
I have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.  Date: November 30, 2022 Applicant:
Print Name: Christine Francescani Address: 1801 California St Suite 2600
STATE OF COLORADO ) Denver, CO 80202
COUNTY OF ADAMS )
Subscribed and sworn to before me this 30th day of November, 2027, by  Christine Francesequi.  MELISSA RENSHAW NOTARY PUBLIC
Witness my hand and official seal.  STATE OF COLORADO NOTARY ID 20034029984
My Commission expires: 9/10/2023 Melussa My Commission Expires 06/10/2023 Notary Public
After Recording Return To: Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.

## **DESIGNATION OF AGENT**

I, Mark Goodman, owner of 6535 York, LLC, which owns parcel numbers 0182502403027, 0182502403028, 0182502403014, 0182502403015 in Adams County, Colorado, name Christine Francescani of Fairfield and Woods P.C. as my agent.

I grant my agent general authority to act for me with respect to making applications and performing all land entitlement activities required to complete a comprehensive plan amendment and rezoning of these properties in unincorporated Adams County.

This authorization is effective immediately.

Any person, including my agent, may rely upon the validity of this authorization or a copy of it unless that person knows it has terminated or is invalid.

Mark G. Goodman 789 Sherman Street, Suite 660 Denver, CO 80203	AGER
STATE OF <u>COLORADO</u> ) ss.  COUNTY OF <u>DENVER</u> )	
This document was acknowledged before me	by Mark G. Groodman, this, 2022.
WITNESS my hand and official seal.	
My Commission Expires:	Notary Public
[Seal]	

ANDREW THOMAS GOODMAN NOTARY PUBLIC - STATE OF COLORADO Notary ID #20154026716 My Commission Expires 7/8/2023