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	e :		
Sub	ceptual Review Preliminary PUD division, Preliminary Final PUD division, Final Rezone Correction/ Vacation Special Use	Tempor Variance Condition Other:	e onal Use
PROJECT NAME	3680 W 64th Ave Subdivisi	on Minor	/ Final
APPLICANT			
Name(s):	DevCo LLC	Phone #:	(425)-453-9556
Address:	PO Box 4108		
City, State, Zip:	Bellevue, WA 98009-4108		
2nd Phone #:		Email:	Chase.Huber@devcous.com
OWNER			
Name(s):	Laura Jean Drapeau and The Barabara A. Iacovetta Trust	Phone #:	
Address:	4280 Harlan St		
City, State, Zip:	Wheat Ridge, CO 80033-5120		
2nd Phone #:		Email:	
TECHNICAL RE	PRESENTATIVE (Consultant, Engin	neer, Surve	yor, Architect, etc.)
Name:	Kimley-Horn and Associates, Inc	Phone #:	(303)-263-4370
Address:	380 Interlocken Crescent, S	Suite 100	
City, State, Zip:	Broomfield, CO 80021		
2nd Phone #:		Email:	Karl.Barton@kimley-horn.com

DESCRIPTION OF SITE

Address:	3680 W 64th Ave
City, State, Zip:	Arvada, CO 80003
Area (acres or square feet):	5.834
,	
Tax Assessor Parcel Number	0182500710044 and 0812507101003
E 1 0	
Existing Zoning:	R-1-C (0182500710044) and C-4 (0812507101003)
	Г
Existing Land Use:	Single family residential and agricultural / vacant
Proposed Land Use:	As allowed in R-4, generally multi-family residential
Have you attende	d a Conceptual Review? YES X NO NO
If Yes, please list	PRE#: 2023-00002
under the author pertinent requirem Fee is non-refund	at I am making this application as owner of the above described property or acting ity 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 my knowledge and belief.
Name:	Karl Barton Date: 03/23/23
	Owner's Printed Name
Name:	The later

Owner's Signature



Memorandum

From: Kimley-Horn and Associates, Inc

To: Adams County Community & Economic Development

Date: March 23, 2023

Subject: 64th and Lowell Subdivision

Hello,

Please accept this application for a Minor Subdivision for property located at the southwest corner of W 64th Ave and Lowell Blvd, addressed as 3680 W 64th Avenue. The property currently consists of two parcels which will be combined into one and designated as the 64TH AND LOWELL SUBDIVISION.

APPLICANT TEAM

Role	Company	Contact	Phone	Email
Applicant	DevCo LLC	Chase Huber Andrew Hunt Sam Buckingham Ronen Velarde David Ratliff	425.453.9556	chase.huber@devcous.com andrew.hunt@devcous.com sam.buckingham@devcous.com ronen.velarde@devcous.com David.ratliff@devcous.com
Primary Contact & Civil Engineer	Kimley-Horn & Associates, Inc	Chris Miller Kevin Barney Karl Barton	303.263.4370	chris.miller@kimley-horn.com kevin.barney@kimley-horn.com karl.barton@kimley-horn.com
Surveyor	Kimley-Horn & Associates, Inc	Darren Wolterstorff	720.739.3134	Darren.wolterstorff@kimley- horn.com
Architect	Johnson Braund	Seth Terry	206.204.0512	setht@johnsonbraund.com
Entitlements	McCool Development Solutions	Carrie McCool	303.378.4540	carrie@mccooldevelopment.com

WRITTEN EXPLANATION OF THE PROJECT

This application for Subdivision - Minor / Final proposes to combine two parcels 018250710044 and 0182507101003 generally located at the southwest corner of W 64th Avenue and addressed as 3680 W 64th Ave, Arvada CO 80003. This subdivision is required due to a concurrent application for a zone district change on both parcels to the Residential-



4 district. Parcel 0182507101003 does not meet the minimum lot size requirement for the R-4 zone district and therefore must be combined with parcel 018250710044 to create a lot that conforms to this dimensional requirement. The resulting lot will conform to all applicable dimensional standards of the R-4 zone district. While the applicant generally intends to pursue multi-family development or other uses allowed under the R-4 zone district, the development proposal has not been finalized or designed as of the time of this submittal.

The site plan submitted with this application assumes a waiver to the Section Line Setback has been granted. The application for this waiver is currently under review.

Community & Economic Development Department www.adcogov.org



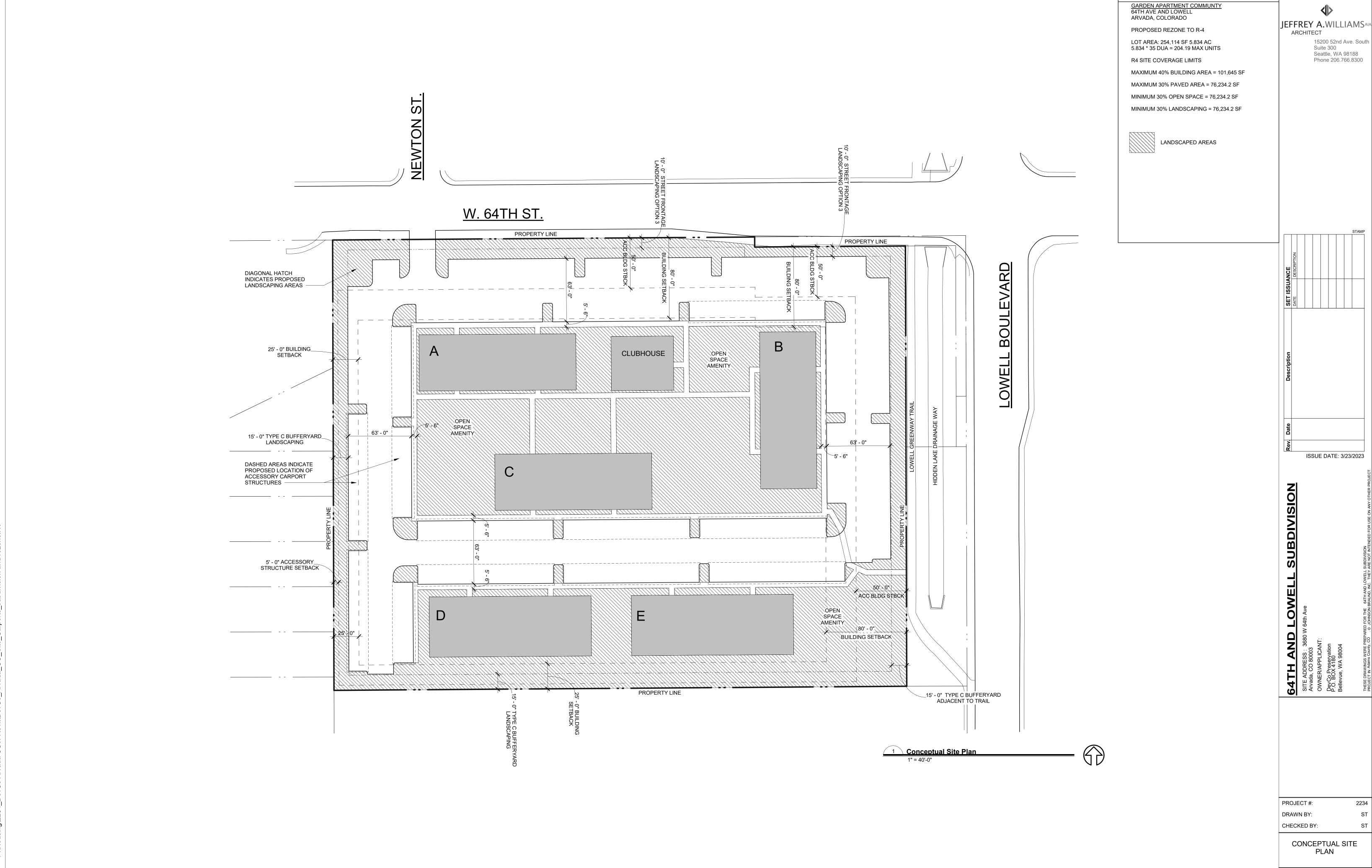
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

SUBDIVISION-MINOR / FINAL

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 3) included in this packet for more information on each submittal item.

All applications shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked 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 https://permits.adcogov.org/CitizenAccess/.

√ 1.	Development Application Form (pg. 5)
✓ 2.	Application Fees (pg. 2)
✓ 3.	Written Explanation of the Project
√ 4.	Site Plan Showing Proposed Development
√ 5.	Copy of Plat prepared by Registered Land Surveyor (pg. 7)
6.	Subdivision Improvement Agreement (SIA) Application
7.	School Impact Analysis (contact applicable District)
8.	Fire Protection Report (required prior to public hearing)
√ 9.	Proof of Ownership
1 0	Proof of Water and Sewer Services
√ 11	.Proof of Utilities
1 2	Legal Description
13	.Statement of Taxes Paid
<u> </u>	Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12)
<u> </u>	Certificate of Surface Development (pg. 13)
<u> </u>	Subdivision Engineering Review application (2 hard copies)
co	ontinued on next page



PROJECT INFORMATION

15200 52nd Ave. South Suite 300

AQ2
MINOR SUBDIVISION
APPLICATION

64TH AND LOWELL SUBDIVISION

SITUATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO

OWNERSHIP CERTIFICATE

KNOW ALL PEOPLE BY THESE PRESENTS THAT

BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7. TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS. STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "COLORADO - ILC T3S R68W S6|S5 S7|S8 2021 PLS 36070", 1' BELOW GRADE, IN RANGE BOX, FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 7, AS MONUMENTED BY A FOUND 2" ALUMINUM CAP STAMPED "AZTEC T3S R68W 1/4 S7|S8 2018 PLS 38158", 1' BELOW GRADE, IN RANGE BOX, BEARS S00°10'18"E FOR A DISTANCE OF 2633.02 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 S89°35'26"W, A DISTANCE OF 240.13 FEET:

THENCE DEPARTING SAID NORTH LINE, S00°24'34"E, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST 64TH AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S00°10'18"E, A DISTANCE OF 10.00 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°35'26"E, A DISTANCE OF 150.00

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF PARCEL H AND PARCEL I AS DESCRIBED IN THE RULE, ORDER, JUDGEMENT AND DECREE AS RECORDED IN BOOK 2833, PAGE 346, S00°10'18"E, A DISTANCE OF 438.40 FEET;

THENCE DEPARTING SAID WEST LINE OF PARCEL H, S89°35'26"W, A DISTANCE OF 570.05 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, AND THE EAST LINE OF ARLINGTON MEADOWS III SUBDIVISION AS RECORDED AT RECEPTION NO. 1987020716555;

THENCE ALONG SAID WEST LINE N00°10'27"W, A DISTANCE OF 448.40 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE:

THENCE DEPARTING SAID WEST LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°35'26"E, A DISTANCE OF 420.07 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 254,113 SQ. FT. OR 5.834 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO A LOT AND A BLOCK AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF 64TH AND LOWELL SUBDIVISION.

OWNER	
OWNER	
BY:	
NAME:	_
TITLE:NOTARIAL: STATE OF	,
COUNTY OF THE FOREGOING INSTRUMENT) WAS ACKNOWLEDGED BEFORE ME THIS DAY OFA.D.,
BY(NAME)	AS(TITLE)
OFA	N AUTHORIZED SIGNATORY.
BY W NOTARY PUBLIC	/ITNESS MY HAND AND SEAL
MY COMMISSION EXPIRES: ADDRESS: CITY, STATE AND ZIP CODE:	

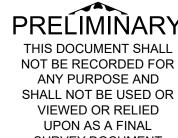
SURVEYOR'S CERTIFICATE

DARREN R. WOLTERSTORFF, PLS 38281

DARREN.WOLTERSTORFF@KIMLEY-HORN.COM

FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

I HEREBY CERTIFY I WAS IN RESPONSIBLE CHARGE OF THE SURVEY WORK USED IN THE PREPARATION OF THIS PLAT, IT IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



SURVEY DOCUMENT

VICIN	IITY MAP	NORTH	N.T.S.
W 68TH AVE	W 66TH AVENUE	W 64TH AVENUE	FEDERAL BLVD

NOTES

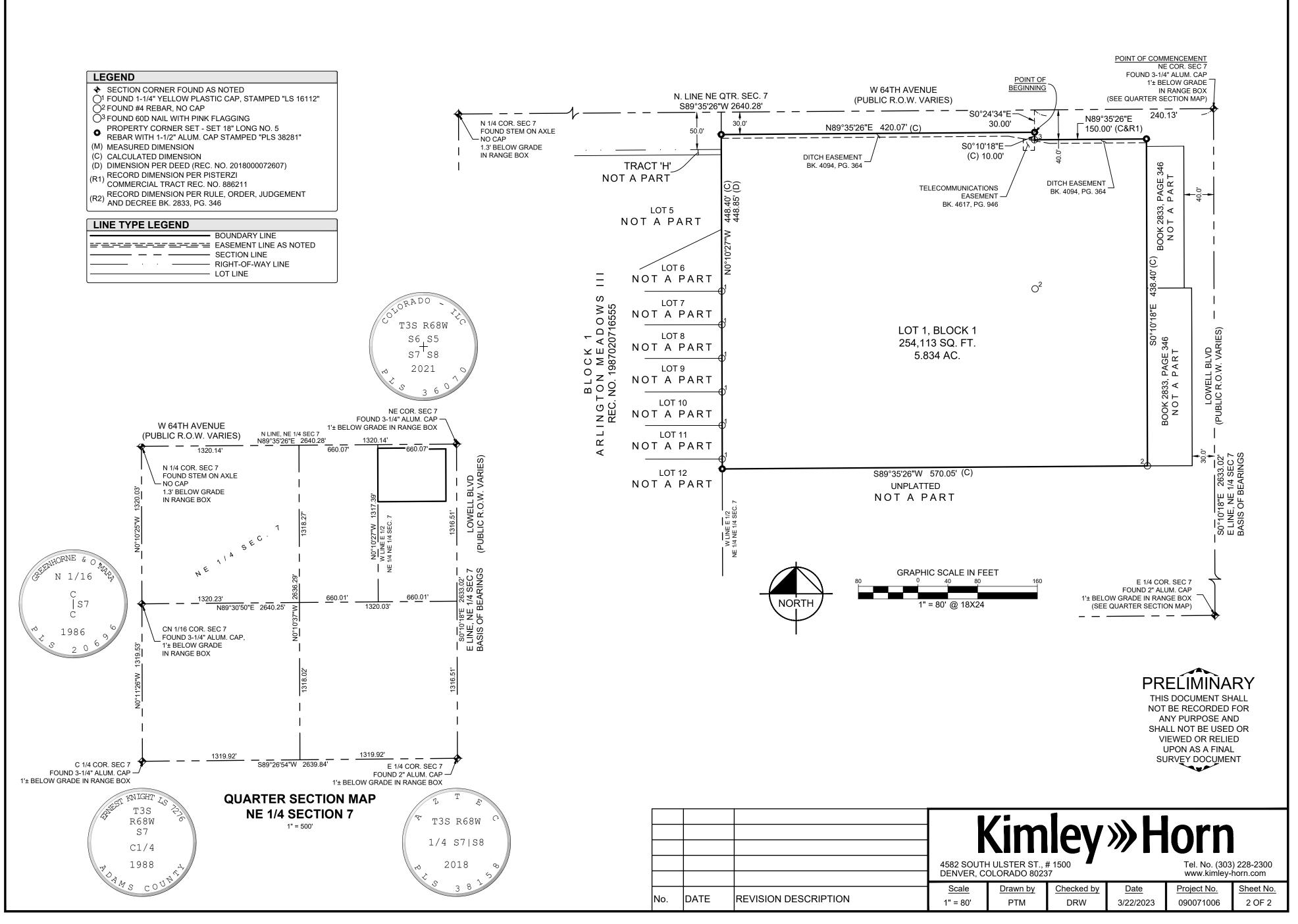
- 1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- 2. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 7. BEARING S 00°10'18" E, A DISTANCE OF 2633.02 FEET, AS MONUMENTED AT THE NORTHEAST CORNER OF SAID SECTION 7 BY A FOUND 3-1/4" ALUMINUM CAP, STAMPED "COLORADO - ILC T3S R68W S6|S5 S7|S8 2021 PLS 36070", IN RANGE BOX 1' BELOW GRADE AND AT THE EAST QUARTER CORNER OF SAID SECTION 7 BY A FOUND 2" ALUMINUM CAP, STAMPED "AZTEC T3S R68W 1/4 S7|S8 2018 PLS 38158", IN RANGE BOX 1' BELOW GRADE.
- 3. SIX-FOOT (6') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES OF EACH LOT IN THE SUBDIVISION. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES, UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.
- 4. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES. THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

REFER	TO	THE	OPERATION	AND	MAINTENANCE	MANUEL	RECORDED
			AT RECEP	TION NO		FOR	ADDITIONAL
DRAINAG	E GUID	ELINES.					

- 5. THIS PROPERTY IS LOCATED WITHIN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR COUNTY OF ADAMS. COMMUNITY PANEL NUMBER 08001C0591H, MAP EFFECTIVE DATE MARCH 05, 2007. THE ACCURACY OF ANY FLOOD HAZARD DATA SHOWN ON THIS SURVEY IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCED FLOOD INSURANCE RATE MAPS.
- 6. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- 7. THE PLAT WAS PREPARED USING THE TITLE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, FILE NO. NCS-1158562-WA1, EFFECTIVE DATE DECEMBER 9, 2022 AT 5:00 P.M., WHICH PROVIDED CONFIRMATION OF OWNERSHIP AND EASEMENTS AFFECTING THE SUBJECT PROPERTY.

			K	(im	ley	»»H	orn	
				H ULSTER ST., 7 OLORADO 8023			Tel. No. (303 www.kimley-	,
No.	DATE	REVISION DESCRIPTION	Scale N/A	<u>Drawn by</u> PTM	Checked by DRW	<u>Date</u> 3/22/2023	<u>Project No.</u> 090071006	Sheet No. 1 OF 2

64TH AND LOWELL SUBDIVISION SITUATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO





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

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104

Issuing Office's ALTA® Registry ID: 1153461 Commitment Number: NCS-1158562-WA1 Issuing Office File Number: NCS-1158562-WA1

Property Address: 3680 West 64th Avenue, Arvada, CO 80003

Revision Number:

SCHEDULE A

- 1. Commitment Date: December 09, 2022 at 5:00 P.M.
- 2. Policy to be issued:
 - a. ALTA® Owner's Policy (7-1-21)

Proposed Insured: DevCo Preservation, LLC, a Washington limited liability company

Proposed Amount of Insurance: \$7,500,000.00
The estate or interest to be insured: See Item 3 below

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

Fee Simple

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

Laura Jean Drapeau and The Barbara A. Iacovetta Trust, dated June 27, 1995

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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



Commitment No. NCS-1158562-WA1

EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

Parcel A:

The North 478.85 feet of the E1/2 NE1/4 NE1/4 Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado. Except the North 30.0 feet thereof and Except the East 30.0 feet thereof and Except that parcel described as beginning at a point 30.0 feet South and 30.0 feet West of the NE corner of Section 7, Township 3 South, Range 68 West of the 6th P.M.; thence West parallel to and 30.0 feet South of the North line of said Section 7, a distance of 160.0 feet; thence South parallel to the East line of said Section 7, a distance of 150.0 feet; thence South parallel to the East line of said Section 7, a distance of 150.0 feet; thence East a distance of 10.0 feet to a point 30.0 feet West of the East line of said Section 7; thence North parallel to the East line of said Section 7, a distance of 160.0 feet to the point of beginning, and Except the platted portion described as the PISTERZI COMMERCIAL TRACT.

And further excepting therefrom that portion taken in Rule, Order, Judgment and Decree recorded January 25, 1984 in Book 2833 at Page 346.

Parcel B:

PISTERZI COMMERCIAL TRACT, according to the plat thereof recorded March 11, 1970 at Reception No. 886211, County of Adams, State of Colorado.

Except that portion taken in Rule, Order, Judgment and Decree recorded January 25, 1984 in <u>Book 2833</u> at Page 346.

For informational purposes only: APN(s): 0182507100044 & 0182507101003

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Commitment No. NCS-1158562-WA1

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
 - NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.
- 6. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
- 7. Evidence that all assessments for common expenses, if any, have been paid.
- 8. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
- 9. Receipt by the Company of the following documentation for The Enrico E. Pisterzi Trust, dated June 7, 1995:
 - Trust Agreement, and all amendments thereto, if any.
- 10. Receipt by the Company of the following documentation for The Barbara A. Iacovetta Trust, dated June 27, 1995:

Trust Agreement, and all amendments thereto, if any.

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NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

- 11. Recordation of a Statement of Authority pursuant to C.R.S. 38-30-172, for The Barbara A. Iacovetta Trust, dated June 27, 1995, establishing the name of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity.
- 12. Receipt by the Company of the following documentation for DevCo Preservation, LLC, a Washington limited liability company:

Operating Agreement, and all amendments thereto, if any.

Certificate of Good Standing issued by the Washington Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

- 13. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Laura Jean Drapeau.
- 14. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by The Barbara A. Iacovetta Trust, dated June 27, 1995.
- 15. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by DevCo Preservation, LLC, a Washington limited liability company.

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



Commitment No. NCS-1158562-WA1

SCHEDULE B, PART II—Exceptions

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

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

- 1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 2. Easements, or claims of easements, not shown by the Public Records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
- 4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
- 5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
 - Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.
- 6. Any and all unpaid taxes, assessments and unredeemed tax sales.
- 7. Any water rights, claims of title to water, in, on or under the Land.
 - (a) Any past or future change in the Harry Holmes Ditch which forms the easterly boundary of the land.
 - (b) Any dispute arising over the location of the old bed.
 - (c) Any variance between the boundary line as originally conveyed and the current boundary thereof as now used or occupied.

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- (d) Rights of the upper or lower riparian owners in and to the free and unobstructed flow of water of said body of water.
- 8. Any existing leases or tenancies.
- 9. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded July 28, 1921 in Book 113 at Page 94.
- 10. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded November 15, 1973 in Book 1900 at Page 5 (affects Parcel A).
- 11. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded May 9, 1984 in Book 2870 at Page 535 (affects both Parcels).
- 12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Irrigation Ditch Easement as described in Resolution recorded June 18, 1993 in Book 4094 at Page 364 (affects both Parcels).
- 13. An easement for construct, reconstruct, operate, maintain and remove such telecommunications facilities and incidental purposes granted to US West Communications, Inc., a Colorado corporation, as set forth in an instrument recorded October 31, 1995 in Book 4617 at Page 946 (affects Parcel A).

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. 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
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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



- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

NOTE: Pursuant to CRS 10-1-128(6)(a), 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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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- **3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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



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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

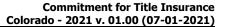
CLAIMS PROCEDURES

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

10. CLASS ACTION

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

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11. ARBITRATION

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

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Chase Huber DevCo Family of Companies PO Box 4108 Bellevue, WA 98009 December 29, 2022

RE: Water and Sanitary Sewer Service, 3680 W. 64th avenue, Arvada, CO 80003 Parcel #0182507100044 & #0182507101003

Will Serve Letter

Mr. Chase Huber:

Please be advised that Crestview Water and Sanitation District (Crestview) is willing to provide treated water and sanitary sewer service to 3680 W. 64th avenue and a possible future development on Adams County parcel nos. 0182507100044 & 0182507101003 in Adams County, Colorado that is wholly within the Crestview Water and Sanitation District boundaries.

Prior to creating a layout and filing a plat for any future development of these parcels, the petitioning owner/developer (developer) should have a pre-design meeting with Crestview, as the developer MUST allow for the installation of adequate water mains in strict accordance with Denver Water Engineering Standards and Crestview Rules and Regulations and engineering requirements. Crestview provides drinking water to its customers by means of a wholesale water purchasing contract with Denver Water. As part of the Contract, Denver Water requires Crestview to adhere to Denver Water's Engineering Standards.

Sanitary sewer mains must also be designed in accordance with Crestview Rules and Regulations and engineering requirements. For any future development of these parcels, the developer will be responsible for all costs related to the installation of required water and sewer mains and is responsible for all utility modeling, engineering studies and plan development/review costs. All water and sewer mains and appurtenances for the new development shall be installed at the developer's expense and deeded free and clear to Crestview prior to the issuance of any water or sewer taps.

Any required off-site improvements to Crestview's water distribution system and/or sanitary sewer collection system created by additional system demands from your proposed development will be the responsibility of the owner/developer both financially and physically.

Crestview requires a signature of acceptance of this Will Serve letter by the developer prior to scheduling a pre-design meeting with Crestview. Please provide a copy of this signed Will Serve

Date
ease contact our office.



WILL SERVE LETTER

March 21, 2023

DevCo LLC C/O Chase Huber P.O. Box 4108 Bellevue, WA 98004

Re: 3680 W 64th Ave Arvada, CO 80003

Dear Chase,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electric service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 3680 W 64th Ave Arvada, CO 80003. The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

Your utility service(s) will be provided after the following steps are completed:

- Application submitted to Xcel Energy's "Builders Call Line (BCL)" once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- *Utility design is completed* you must provide your design representative with the site plan, the one line diagrams, and panel schedules for electric and gas loads if applicable
- All documents provided by design representative are signed and returned
- **Payment is received** (Residential Service Laterals if applicable)
- Required easements are granted you must sign and return applicable easement documents to your Right-of-Way agent
- *Site is ready for utility construction* the site ready information can be found on our website at may be viewed at Construction and Inspection | Xcel Energy.

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at xcelenergy.com/InstallAndConnect.

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Jamin Aragon Xcel Energy Builder and Developer Representative

Mailing address: Public Service Company of Colorado 1123 W 3rd Ave Denver, CO 80223

64TH AND LOWELL SUBDIVISION LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "COLORADO - ILC T3S R68W S6|S5 S7|S8 2021 PLS 36070", 1' BELOW GRADE, IN RANGE BOX, FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 7, AS MONUMENTED BY A FOUND 2" ALUMINUM CAP STAMPED "AZTEC T3S R68W 1/4 S7|S8 2018 PLS 38158", 1' BELOW GRADE, IN RANGE BOX, BEARS S00°10'18"E FOR A DISTANCE OF 2633.02 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 S89°35'26"W, A DISTANCE OF 240.13 FEET;

THENCE DEPARTING SAID NORTH LINE, S00°24'34"E, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST 64TH AVENUE, SAID POINT BEING THE <u>POINT OF BEGINNING</u>;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S00°10'18"E, A DISTANCE OF 10.00 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°35'26"E, A DISTANCE OF 150.00 FEET;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF PARCEL H AND PARCEL I AS DESCRIBED IN THE RULE, ORDER, JUDGEMENT AND DECREE AS RECORDED IN BOOK 2833, PAGE 346, S00°10'18"E, A DISTANCE OF 438.40 FEET;

THENCE DEPARTING SAID WEST LINE OF PARCEL H, S89°35'26"W, A DISTANCE OF 570.05 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, AND THE EAST LINE OF ARLINGTON MEADOWS III SUBDIVISION AS RECORDED AT RECEPTION NO. 1987020716555;

THENCE ALONG SAID WEST LINE N00°10'27"W, A DISTANCE OF 448.40 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE;

THENCE DEPARTING SAID WEST LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°35'26"E, A DISTANCE OF 420.07 FEET TO THE <u>POINT OF BEGINNING</u>.

CONTAINING A CALCULATED AREA OF 254,113 SQ. FT. OR 5.834 ACRES, MORE OR LESS.

ACCOUNT# PARCEL# TAX DISTRICT #

R0102207 0182507100044 495

REAL ESTATE PROPERTY TAX NOTICE 2021 TAXES DUE IN 2022

LISA L. CULPEPPER, JD **ADAMS COUNTY TREASURER & PUBLIC TRUSTEE** 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, COLORADO 80601 (720) 523-8160

TAX LEVY	TEMPTAX CREDIT	GENERAL TAX	VALUATION	ACTUAL	ASSESSED
3.68900 3.08000 16.68600 27.06900 5.12300 0.00000	0.00000 0.00000 0.00000 0.00000 0.00000	\$200.53 \$167.43 \$907.05 \$1,471.47 \$278.49 \$0.00	LAND IMPROVEMENTS NET TOTAL	\$198,000 \$562,176 \$760,176	\$14,160 \$40,200 \$54,360
64.80000	0.00000	\$3,522.53		MESSAGES	
0.90000	0.00000	\$48.92 \$6,601.86			
Gi	RAND TOTAL	\$6,601.86	* osesAU	THORIZATION CODE	
Funding, vour sch	noo! mill levv would ha	ve baen: 136.378	exemptions and	E-Statement in	structions.
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N 961 FT OF E2 EXC PARC	NE4 NE4 EXC 30 FT 5/12A	ROW ON E		No	
			PAYMENT	DUE DATE	AMOUNT
			FIRST HALF	FEB 28, 2022	\$3,300.93
			SECOND HALF	JUN 15, 2022	\$3,300.93
			FULL PAYMENT	APR 30, 2022	\$6,601.86
			DAVISENT ODTA	ONS FOR CURRENT Y	EADTRES 3.9.
AVE			FAIMENT OF IT		END INVES
	3.68900 3.08000 16.68600 27.06900 5.12300 0.00000 64.80000 0.10000 0.90000 NET LEVY	3.68900 0.00000 3.08000 0.00000 16.68600 0.00000 27.06900 0.00000 5.12300 0.00000 0.00000 0.00000 64.80000 0.00000 0.10000 0.00000 0.90000 0.00000 NET LEVY-> 121,4470 GRAND TOTAL	3.68900 0.00000 \$200.53 3.08000 0.00000 \$167.43 16.68600 0.00000 \$907.05 27.06900 0.00000 \$1,471.47 5.12300 0.00000 \$278.49 0.00000 0.00000 \$0.00 64.80000 0.00000 \$3,522.53 0.10000 0.00000 \$5.44 0.90000 0.00000 \$48.92 NET LEVY-> 121.4470 \$6,601.86 GRAND TOTAL \$6,601.86	3.68900 0.00000 \$200.53 3.08000 0.00000 \$167.43 16.68600 0.00000 \$907.05 27.06900 0.00000 \$1,471.47 5.12300 0.00000 \$278.49 0.00000 0.00000 \$3,522.53 0.10000 0.00000 \$48.92 NET LEVY-> 121.4470 \$6,601.86 GRAND TOTAL \$6,601.86 GRAND TOTAL \$6,601.86 See insert for Seexemptions and Email Verification ESCRIPTION OF PROPERTY Unp N 961 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E NEXT PROPERTY Unp N 961 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 962 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 963 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 964 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 965 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 965 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 965 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 966 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 967 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 968 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E N 969 FT OF E2 NE4 N	3.68900 0.00000 \$200.53 3.08000 0.00000 \$167.43 16.68600 0.00000 \$907.05 27.06900 0.00000 \$1,471.47 5.12300 0.00000 \$278.49 0.00000 0.00000 \$0.00 64.80000 0.00000 \$3,522.53 0.10000 0.00000 \$3,522.53 0.10000 0.00000 \$48.92 NET LEVY-> 121.4470 \$6,601.86 GRAND TOTAL \$6,601.86 GRAND TOTAL \$6,601.86 GRAND TOTAL \$6,601.86 See insert for Senior/Disabled \ exemptions and E-Statement in Email Verification code: 0VHB3 ESCRIPTION OF PROPERTY N 961 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E DEXC PARC 5/12A PAYMENT DUE DATE FIRST HALF FEB 28, 2022 SECOND HALF JUN 15, 2022

R0102207

DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST WHEAT RIDGE, CO 80033-5120



Make Checks Payable To: Adams County Treasurer

POST DATED CHECKS ARE NOT ACCEPTED

If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold."

IF YOUR TAXES ARE PAID BY A MORTGAGE COMPANY. KEEP THIS NOTICE FOR YOUR RECORDS.

Please see reverse side of this form for additional information.

RETAIN TOP PORTION FOR YOUR RECORDS

2021 TAXES DUE IN 2022

Unpaid prior year taxes:

No

Check this box for mailing address correction. Make changes on reverse side.

RETURN THIS COUPON FOR SECOND HALF PAYMENTS (DUE BY JUNE 15TH)













Return this coupon with payment to: ADAMS COUNTY TREASURER P.O. BOX 889 BRIGHTON, COLORADO 80601-0868

ecoratos encara R0102207

R0102207 122229*326**G50**0.8781**1/4******AUTO5-DIGIT 80021 DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST

PROPERTY OWNER

WHEAT RIDGE CO 80033-5120

OF RECORD ուՄլիլեվուհերի լինրել էլիլություրոների հիմի հիմի հիմի դիրերուն

SECOND HALF DUE BY JUN 15, 2022

\$3,300.93

PAYMENTS MUST BE IN U.S. FUNDS

ACCOUNT# PARCEL# TAX DISTRICT #

R0102212 0182507101003 495

REAL ESTATE PROPERTY TAX NOTICE LISAL, CULPEPPER, JD 2021 TAXES DUE IN 2022

ADAMS COUNTY TREASURER & PUBLIC TRUSTEE 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, COLORADO 80601 (720) 523-6160



TAX AUTHORITY	TAX LEVY	TEMPENAMEN		DINGITION, COLUMNI		-6160 YOUNG
RANGEVIEW LIBRARY DISTRIC		TEMP TAX CREDIT	GENERAL TAX	VALUATION	ACTUAL	ASSESSED
CRESTVIEW WATER & SANITAT	3.68900 3.08000	0.00000	\$176.85	NET TOTAL	\$165,308	\$47,940
ADAMS COUNTY FIRE PROTECT	16.68600	0.00000	\$147.65		•	777,010
ADAMS COUNTY	27.06900	0.00000 0.0000	\$799.93			[
HYLAND HILLS PARK & RECRE	5.12300	0.00000	\$1,297.69 \$245.60			
RTD	0.00000	0.00000	\$0.00			
SD 50	64.80000	0.00000	\$3,106.50			
URBAN DRAINAGE SOUTH PLAT	0.10000	0.00000	\$4.79		MESSAGES	
URBAN DRAINAGE & FLOOD CO TOTAL	0.90000 NET LEXA	0.00000	\$43.15		file file and a second	
	NET LEVY	-> 121.4470	\$5,822.16		Go Paperless	ا لنٽ
	GR	AND TOTAL	\$5,822.16		NoticesOnline	com
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				exemptions and	E-Statement in	structions
SB 25 - In absence of State Legislative F	unding, your scho	ool mill levy would have	heen: 136 378			Į.
			2 Decir. 100,070	Email Verification	on code: 0VHB3	CVX
LEGAL DE	SCRIPTION OF PR	OPERTY		Uni	paid prior year taxes:	
SUB:PISTERZI COMMERCIAL TRACT I	DESC: ALL EXC E	50FT				
					No	
			Į.	PAYMENT	DUE DATE	AMOUNT
				FIRST HALF	FFD 22 2000	
					FEB 28, 2022	\$2,911.08
				SECOND HALF	JUN 15, 2022	\$2,911.08
				FULL PAYMENT	APR 30, 2022	\$5,822.16
PROPERTY LOCATION: 3680 W 64TH A	AVE			PAYMENT OPTI	ONS FOR CURRENT Y	EAR FAXES
			1			سر المستهمين
				VISA	DISCOVER	ELECTRONIC 1021

R0102212

DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST WHEAT RIDGE, CO 80033-5120



Make Checks Payable To: Adams County Treasurer

POST DATED CHECKS ARE NOT ACCEPTED

If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold."

IF YOUR TAXES ARE PAID BY A MORTGAGE COMPANY, KEEP THIS NOTICE FOR YOUR RECORDS.

Please see reverse side of this form for additional information.

RETAIN TOP PORTION FOR YOUR RECORDS

2021 TAXES DUE IN 2022



Unpaid prior year taxes:

No

Check this box for mailing address correction. Make changes on reverse side.

RETURN THIS COUPON FOR SECOND HALF PAYMENTS (DUE BY JUNE 15TH)









Return this coupon with payment to: ADAMS COUNTY TREASURER

P.O. BOX 869 BRIGHTON, COLORADO 80801-0889 CONTRACTOR STORES R0102212

R0102212

DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST

PROPERTY

WHEAT RIDGE CO 80033-5120

OWNER OF

RECORD

SECOND HALF DUE BY JUN 15, 2022

\$2,911.08

PAYMENTS MUST BE IN U.S. FUNDS

E0000001401022124 00002911049 00000000000

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):
Subo	ceptual Review Preliminary PUD Temporary Use division, Preliminary Final PUD Variance division, Final X Rezone Conditional Use Correction/ Vacation Special Use Other:
PROJECT NAME	: 3680 W 64th Ave Amendment to Zoning Map
APPLICANT	
Name(s):	DevCo LLC Phone #: (425)-453-9556
Address:	PO Box 4108
City, State, Zip:	Bellevue, WA 98009-4108
2nd Phone #:	Email: Chase.Huber@devcous.com
OWNER	
Name(s):	Laura Jean Drapeau and The Barabara A. Iacovetta Trust Phone #:
Address:	4280 Harlan St
City, State, Zip:	Wheat Ridge, CO 80033-5120
2nd Phone #:	Email:
TECHNICAL REF	PRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)
Name:	Kimley-Horn and Associates, Inc Phone #: (303)-263-4370
Address:	380 Interlocken Crescent, Suite 100
City, State, Zip:	Broomfield, CO 80021
2nd Phone #:	Email: Karl.Barton@kimley-horn.com

DESCRIPTION OF SITE

Address:	3680 W 64th Ave				
City, State, Zip:	Arvada, CO 80003				
Area (acres or square feet):	5.834				
,					
Tax Assessor Parcel Number	0182500710044 and 0812507101003				
E 1 0					
Existing Zoning:	R-1-C (0182500710044) and C-4 (0812507101003)				
	Г				
Existing Land Use:	Single family residential and agricultural / vacant				
Proposed Land Use:	ed Land As allowed in R-4, generally multi-family residential				
Have you attende	d a Conceptual Review? YES X NO NO				
If Yes, please list	PRE#: 2023-00002				
under the author pertinent requirem Fee is non-refund	at I am making this application as owner of the above described property or acting ity 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 my knowledge and belief.				
Name:	Karl Barton Date: 03/23/23				
	Owner's Printed Name				
Name:	The later				

Owner's Signature



Memorandum

From: Kimley-Horn and Associates, Inc

To: Adams County Community & Economic Development

Date: March 24, 2023

Subject: 3680 W 64th Ave Amendment to Zoning Map Application

Hello,

Please accept this application for an Amendment to the Zoning Map for property located at the southwest corner of W 64th Ave and Lowell Blvd, addressed as 3680 W 64th Avenue. The property is currently zoned R-1-C and C-4 and the proposal seeks to rezone the property to R-4 to support a multi-family development.

APPLICANT TEAM

Role	Company	Contact	Phone	Email
Applicant	DevCo LLC	Chase Huber	425.453.9556	chase.huber@devcous.com
		Andrew Hunt		andrew.hunt@devcous.com
		Sam		sam.buckingham@devcous.com
		Buckingham		ronen.velarde@devcous.com
		Ronen Velarde		David.ratliff@devcous.com
		David Ratliff		
Primary Contact	Kimley-Horn &	Chris Miller	303.263.4370	chris.miller@kimley-horn.com
& Civil Engineer	Associates, Inc	Kevin Barney		kevin.barney@kimley-horn.com
		Karl Barton		karl.barton@kimley-horn.com
Architect	Johnson	Seth Terry	206.204.0512	setht@johnsonbraund.com
	Braund	-		-
Entitlements	McCool	Carrie McCool	303.378.4540	carrie@mccooldevelopment.com
	Development			·
	Solutions			

WRITTEN EXPLANATION OF THE PROJECT

This application for an amendment to the Adams County Zoning Map proposes to zone two parcels generally located at the southwest corner of West 64th Avenue and Lowell Boulevard and addressed as 3680 W 64th Ave to RESIDENTIAL-4 DISTRICT (R-4). The two parcels currently carry Residential-1-C and Commercial-4 (C-4) zone district designations. The intent is for the subject site to be developed with uses consistent with Residential-4 zone district including multi-family residential.



The site plan submitted with this application assumes a waiver to the Section Line Setback has been granted. The application for this waiver is currently under review.

Community & Economic Development Department www.adcogov.org

1. Development Application Form (pg. 4)



1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

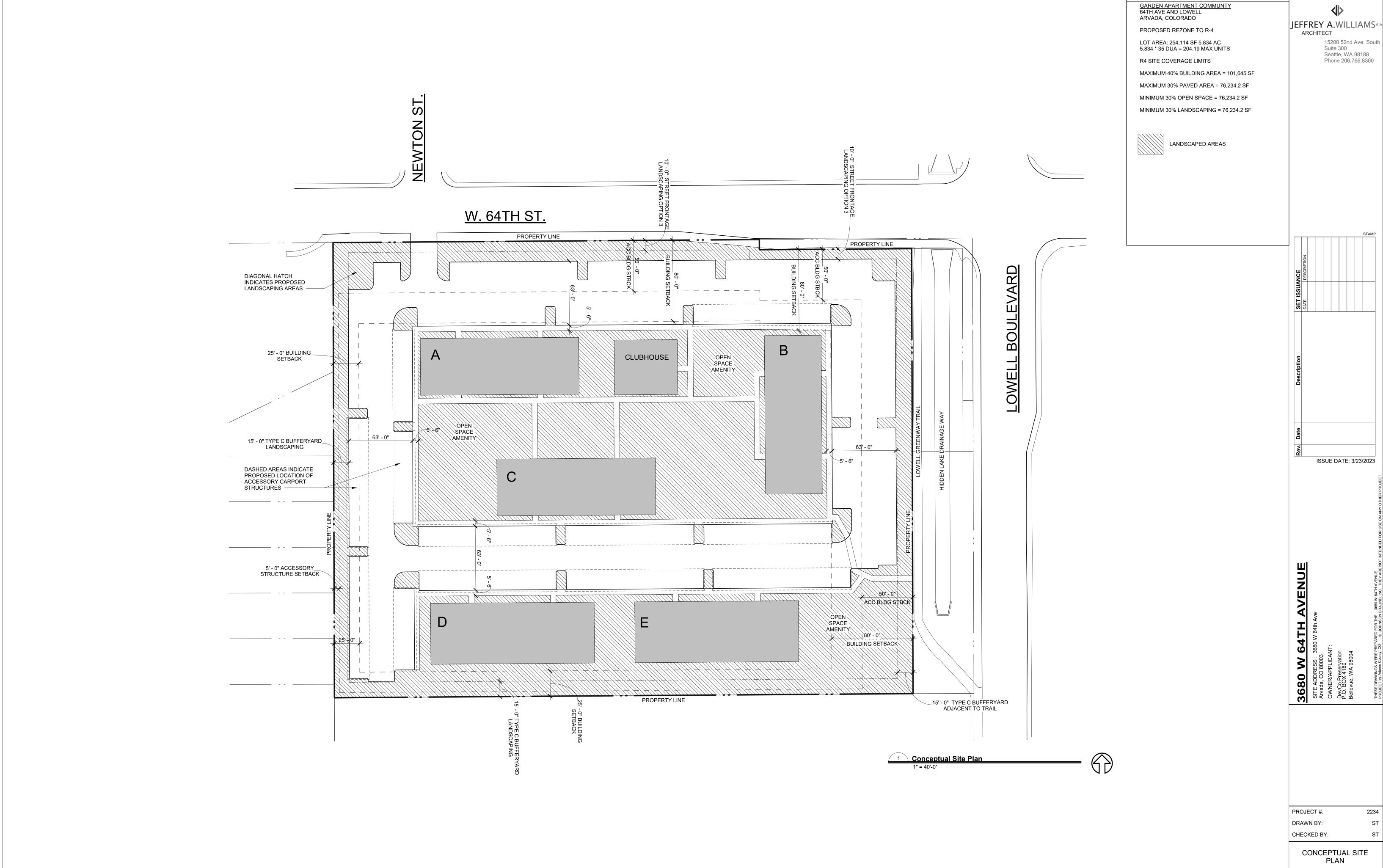
REZONING (Zoning Map Amendment)

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 epermitcenter@adcogov.org. 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 https://permits.adcogov.org/CitizenAccess/.

	App	lication	\$1,500	After complete application		
		Applications Fees	Amount	Due		
	13.Certificate of Surface Development (pg. 7)					
	12	12. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 6)				
✓	11	. Certificate of Taxes Paid				
	10. Legal Description					
✓	9.	Proof of Water and Sewer	Services			
✓	8.	Proof of Ownership (warra	anty deed or title policy)			
✓	7.	Neighborhood Meeting S	ummary			
✓	6.	Preliminary Drainage Ana	lysis			
✓	5.	Trip Generation Letter				
		d. Landscape Areas				
		c. Site Access				
		a. Proposed Building Ib. Parking Areas	Envelope			
	4.					
		Written Explanation of the Project Site Plan Showing Proposed Development, including:				
	2	Application Fees (see table	a)			

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



PROJECT INFORMATION

15200 52nd Ave. South Suite 300 Seattle, WA 98188 Phone 206.766.8300

3680 W 64TH AVENUE AMENDMENT TO THE ZONING MAP



March 22, 2023

Mr. Chase Huber DevCo Development PO Box 4108 Bellevue, Washington 98004

Re: 64th & Lowell Apartments

Trip Generation Letter Adams County, Colorado

Dear Mr. Huber.

This letter provides trip generation for the proposed 64th & Lowell Apartments project to be located on the southwest corner of the 64th Avenue and Lowell Boulevard intersection in Adams County, Colorado. The project is proposed to include between 185 and 199 affordable housing units. Therefore, 199 affordable housing units were assumed for this trip generation letter to provide a conservative analysis. A conceptual site plan is attached. The purpose of this letter is to provide project trip generation for the rezoning application. It should be noted that a Phase III Traffic Impact Study is intended to be subsequently submitted with the rezone application or no later than the change in use permit.

ACCESS

Regional access to the 64th & Lowell Apartments project will be provided by Interstate 25 (I-25), I-76, I-70, and US-36 while primary access to the site will be provided by 64th Avenue. Direct access to the site will be provided by one full movement private access along the south side of 64th Avenue to align with Newton Street.

TRIP GENERATION

Site-generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Manual*¹ published by the Institute of Transportation Engineers (ITE). ITE has established trip rates in nationwide studies of similar land uses. For this study, Kimley-Horn used the ITE Trip Generation Report average rates that apply to Affordable Housing (ITE Land Use Code 223), for traffic associated with the development.

The 64th & Lowell Apartments project is expected to generate approximately 958 weekday daily trips, with 72 of these trips occurring during the morning peak hour and 92 of these trips occurring during the afternoon peak hour. Calculations were based on the procedure and information provided in the ITE Trip Generation Manual, 11th Edition – Volume 1: User's Guide and Handbook, 2021. The table below summarizes the estimated trip generation for 64th & Lowell Apartments. The trip generation worksheet is attached.

kimley-horn.com

¹ Institute of Transportation Engineers, *Trip Generation Manual*, Eleventh Edition, Washington DC, 2021.



64th & Lowell Apartments Traffic Generation

	Daily Vehicle Trips	Weekday Vehicle Trips					
Use and Size		AM Peak Hour			PM Peak Hour		
		ln	Out	Total	ln	Out	Total
Affordable Housing (ITE 223) – 199 Dwelling Units	958	21	51	72	54	38	92

CONCLUSIONS

The currently proposed 64th & Lowell Apartments is anticipated to generate approximately 958 weekday daily trips with 72 of those trips occurring during the morning peak hour and 92 of those trips occurring during the afternoon peak hour. It is understood that a Phase III Traffic Impact Study will be required with the rezone application or no later than the change in use permit. If you have any questions or require anything further, please feel free to call me at (720) 943-9962.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Jeffrey R. Planck, P.E. Project Traffic Engineer

Trip Generation Worksheet



Project	64th & Lowell Apartn	nents					
Subject	Trip Generation for Affordable Housing (Income Limits)						
Designed by	TES	Date	March 17, 2023	Job No.	090071006		
Checked by				Sheet No.	of		

TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation Manual 11th Edition, Average Rate Equations

Land Use Code - Affordable Housing (Income Limits) (ITE 223)

Independent Variable - Dwelling Units (X)

X = 199

T = Average Vehicle Trip Ends

Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. (Page 342)

Average Weekday

T = 0.36 (X)

T = 0.36 * 199

Directional Distribution: 29% ent. 71% exit.

T = 72 Average Vehicle Trip Ends
21 entering 51 exiting

21 + 51 = 72

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. (Page 343)

Average Weekday Directional Distribution: 59% ent. 41% exit. (T) = 0.46 (X) T = 0.46 * 199 Directional Distribution: 59% ent. 41% exit. T = 92 Average Vehicle Trip Ends T = 0.46 * 199 T = 0.46 * 199

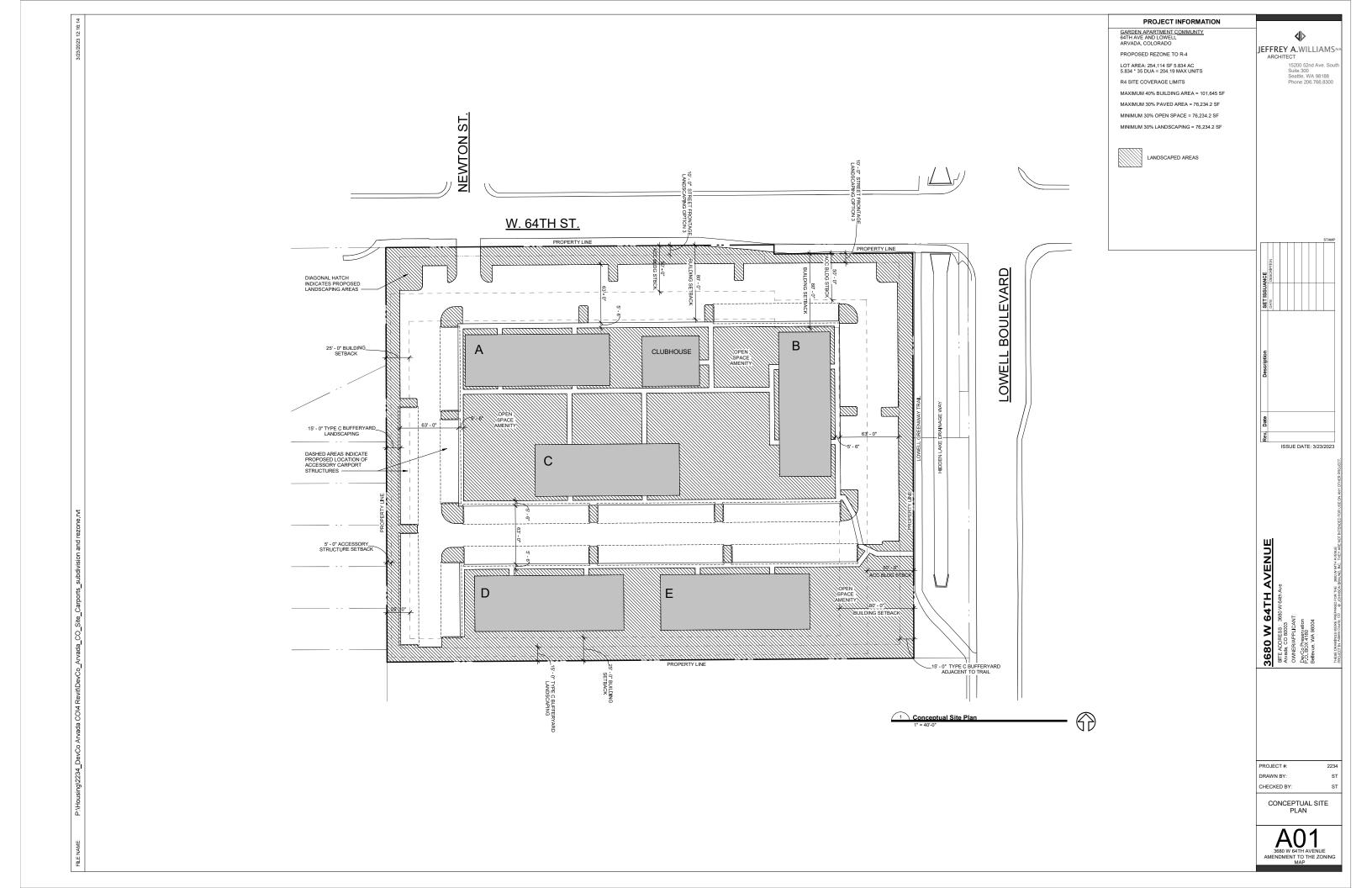
54 + 38 = 92

Weekday (Page 341)

Average Weekday Directional Distribution: 50% ent. 50% exit. (T) = 4.81 (X) T = 958 Average Vehicle Trip Ends T = 4.81 * 199479 entering 479 exiting

479 + 479 = 958

Conceptual Site Plan





March 22, 2023

Mr. Matt Emmens, PE Adams County Engineering 4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601

Subject: W. 64th & Lowell Apartments

Preliminary Drainage Letter

Mr. Emmens:

The purpose of this letter is to summarize our preliminary findings for the analysis of the existing and proposed drainage conditions for W. 64th & Lowell Apartments (the "Project" or "Site") in conjunction with the rezoning application to Adams County.

SITE LOCATION

The proposed development is located at the southwest corner of Lowell Blvd. and W. 64th Ave. The property is bounded by W. 64th Ave. to the north, Lowell Blvd. and an existing drainage channel to the east, an existing business (Elliot Gardens) to the south, and an existing residential subdivision (Crystal Lakes) to the west. The proposed development is comprised of two existing parcels located in the northeast quarter of Section 7, Township 3 South, Range 68 West of the 6th Principle Meridian in the County of Adams, State of Colorado.

EXISTING CONDITIONS

The Site currently consists of 5.83 acres of mostly vacant land, with the exception of the northwest corner of the site, which has one residential single-story building, and two outbuildings. Ground cover on the Site consists of grass, weeds, trees, and barren ground. These properties are currently zoned as Residential-1-C District (R-1-C), and Commercial-4 District (C-4) and are anticipated to be rezoned to Residential-4 District (R-4) with the rezoning application through the County.

A topographic survey has been prepared for the Project, which demonstrates that the Site generally drains from the northwest to southeast at an average slope of 0.8%. The highest elevation on the Site is approximately 6264.5 and the lowest elevation on the Site is approximately 6258.5. The property generally sheet drains to the southeast corner of the Site where it enters an existing drainage channel (Hidden Lake Drainageway) and existing stormwater flows are then routed to the south and off the property. It is our understanding that there is not any significant off-site drainage flows that impact this Property.

PROPOSED CONDITIONS

Following initial conversations with the County, it is our understanding that both water quality and detention improvements will be required onsite and that existing regional detention is not available for this Project. Due to site constraints and the density allowed in the R-4 zone district, we anticipate that detention will be provided via an underground vault or chamber



system that may be located under the drive aisles and parking spaces. The water quality treatment for the Project will be provided above ground and is anticipated to be a rain garden or similar type of water quality treatment allowed by the County. The location, types, and exact sizes of these treatment measures will be provided within the civil construction documents for the Project, but is anticipated that they will generally be located in the southeast corner of the property to maintain existing drainage patterns to the extent practical. The detention system will discharge into the existing drainage channel at a controlled rate, per County requirements.

Preliminary calculations were performed to determine the approximate 100-year peak flow generated from the proposed development. Based on a maximum allowable imperviousness onsite of 70%, type C/D soils, and a five (5) minute time of concentration, the site will generate approximately 33.4 cfs of 100-year peak flow. Mile High Flood District ("MHFD") spreadsheets were used to determine preliminary detention and water quality volumes required for this Site. Those spreadsheets demonstrated a preliminary detention volume requirement of 0.72 ac-ft and a preliminary water quality volume requirement of 4,600 cubic feet. The detention and water quality improvements will be designed in accordance with County and Mile High Flood District requirements. On-site drainage swales, curb and gutter, inlets, and storm sewer will be proposed to route the majority of the on-site drainage to the proposed water quality and detention facilities prior to being released into the existing Hidden Lake drainage channel on the east end of the Site

CONCLUSION

Based on our preliminary review of the drainage for this Project, the on-site storm drainage design should adequately convey stormwater flow from the major and minor storm events from the proposed development to the on-site proposed detention pond and water quality facilities. Since the developed area detains onsite flows and ultimately releases the stormwater to the existing drainage channel at a controlled rate and consistent with current drainage patterns, this project should not negatively impact downstream developments.

Sincerely,

Kevin Barney, P.E. Project Manager





NEIGHBORHOOD MEETING SUMMARY

Project Name: W. 64th & Lowell Apartments

Project Number: PRE2023-00002

Neighborhood Meeting Date: March 16, 2023 - 6:00 p.m. to 7:30 p.m.

Meeting Location: Tennyson Knolls Preparatory School Gymnasium

6330 Tennyson St, Arvada, CO 80003

Subject: Rezone property addressed at 2680 W. 64th Avenue from Residential-1-C

(R-1-C) and Commercial-4 (C-4) to Residential-4 (R-4) to support multi-

family development

DevCo Development hosted a neighborhood meeting to discuss the W. 64th & Lowell Apartments project located at the southwest corner of W 64th Avenue and Lowell Boulevard, addressed as 3680 W 64th Avenue. The purpose of the meeting was to discuss development concepts and obtain feedback from citizens related to the development proposal. The meeting was held in open house format and began with a PowerPoint presentation to provide:

- A brief history and mission of DevCo Development.
- DevCo's demonstrated experience with multifamily and affordable housing development.
- Overview of Adams County's affordable housing needs, including the need for missing middle housing.
- Proposal overview and consistency with adopted County Plans.

Presentation boards were displayed that included maps of the development site with existing conditions and demographic information, a conceptual site plan, and representative building architecture, including interior and exterior amenities. Open group discussions were facilitated wherein the DevCo Development Team asked attendees to provide any feedback, share concerns, ask questions, and provide input on project amenities they felt would best complement the neighborhood. Below is a summary of the attendees' feedback:

- Concern with low-income housing and the possibility of Section 8 housing on site.
- Recognition that more housing development is needed in the larger area and single family development would not happen at the southwest corner of W 64th Avenue and Lowell.
- Concern that property taxes going up.
- Increase in crime.
 - Baker School Apartments is a "disaster." The neighborhood has experienced increased crime from the Baker School Apartments and receives numerous reverse 911 notifications.
- Traffic impacts
 - Increased traffic on Lowell

- o 64th Avenue truck traffic.
- o 64th Avenue corridor turning off of Federal out of Crystal Lakes.
- Tenants of the project would not utilize public transportation.
- Concern with the location of our access drive on 64th Avenue in relation to the future development to the north and the access to the existing subdivision to the west
- o Concern that there would be too many units utilizing a single access point.
- Concern that multiple development projects would be under construction at the same time.
- Infrastructure improvements promised by Adams County have not been installed, and infrastructure is not keeping up with development.
- Lack of water infrastructure in the neighborhood.
 - Concerns that there is insufficient water infrastructure in the area and insufficient water in general.
- Off-site parking impacts stemming from spillover parking.
 - Baker School Apartments residents and visitors park on streets in the neighborhood. Concern that developments supply insufficient parking
 - Concern with so many cars parking on the streets and through traffic colliding into parked vehicles on neighborhood streets.
 - o Concerns that on street parking limits visibility and decreases safety.
 - o Typical tenants of affordable housing projects need parking for their trucks and trailers.

Density

- o Too many units on a small piece of property.
- Keep the feel of the neighborhood in terms of separation (i.e., provide a minimum of 6-foot-tall non-deciduous trees for privacy and year-round screening on the project's west side adjacent to the existing single-family homes. Orient structures to protect privacy on adjacent lots).
- Support for single-family, duplexes, or townhomes.
- Would like to see landscaped setbacks.
- Desire for the addition of commercial uses (i.e., brewery, restaurants) within walking distance. However, traffic impacts that would come along with commercial uses were noted as a negative.
- Desire for outdoor space and aesthetically pleasing development.
- Desire for fiber optic.
- Amenities. Project amenities that attendees felt would best complement the neighborhood were:
 - A dog park
 - Community garden
 - Trail connection to the County trail system
 - Energy efficient design
 - Playgrounds

Neighborhood Meeting Notice: Written notice of the neighborhood meeting was mailed to 301 owners of record within seven hundred and fifty (750') feet of the property, along with designated representatives and homeowners associations within the area using the mailing list provided by the planning staff of the Community and Economic Development Department. The attached notice was mailed within ten (10) days prior to the meeting and included the date, time, place, and purpose of the neighborhood meeting with a map

of the property in accordance with the written notice requirements of Section 2-01-02-0401 of the Adams County Development Standards and Regulations.

Attendees:

A total of fifteen (15) people participated in the neighborhood meeting. The following attendees provided contact information with interest in receiving notice and/or updates on the progress of the subsequent rezoning application.

Phil Abeyta, Redeemer Temple Church

3701 W 64th Ave Arvada, CO 80003-6503

Email: Phil.Abeyta1@gmail.com

Barbara Iacovetta, Owner

4280 Harlan Street Wheat Ridge, CO 80033-5120

Email: cpeccia40@gmail.com

Phone: 303.429.6051

Andrew Drapeau

4280 Harlan Street

Wheat Ridge, CO 80033-5120 Email: adrapeau@msn.com

Phone:720.320.5885

Edward Kajko

6231 Osceola Way Arvada, CO 80003-6727

Email: zydecolds@gmail.com

Collin Wilson

3455 W 63rd Place

Denver, CO 80221-2043 Email: wilso2cf@gmail.com

Kevin & Jen Kellond, Homeowner, Crystal Lakes

6358 Newton CT

Arvada, CO 80003-6725

Email: jenniferKellond@comcast.net

Phone: 303.522.6146

Mark L Madsen and Janice Fortarel, Homeowners

6434 Newton Street Arvada, CO 80003

Email: mrmuiking@aol.com
Email: ifsiena@aol.com

Kirk McCoy

Email: kirkD84@gmail.com

Phone: 720.234.5785

Attachment:

• Neighborhood Meeting Notice

NEIGHBORHOOD MEETING NOTICE

W. 64th & Lowell Apartments

You are invited to attend a neighborhood meeting to discuss the W. 64th & Lowell Apartments project located at the southwest corner of W 64th Avenue and Lowell Boulevard, addressed as 3680 W 64th Avenue. The applicant, DevCo Development, plans to submit an application to rezone the property Residential-1-C (R-1-C) and Commercial-4 (C-4) to Residential-4 (R-4) to support multi-family development. The purpose of the meeting is to discuss development concepts and obtain feedback from citizens related to the development proposal.

When: March 16, 2023

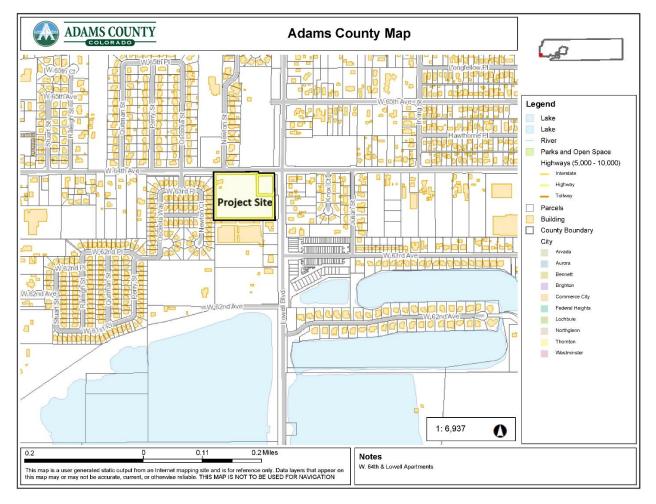
Time: 6:00 p.m. – 7:00 p.m.

Where: Tennyson Knolls Preparatory School Gymnasium

6330 Tennyson St, Arvada, CO 80003

If you will not be able to attend this neighborhood meeting but would like to submit questions or feedback, please contact Carrie McCool with McCool Development Solutions via email at carrie@mccooldevelopment.com or by calling 303.378.4540.







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

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104

Issuing Office's ALTA® Registry ID: 1153461 Commitment Number: NCS-1158562-WA1 Issuing Office File Number: NCS-1158562-WA1

Property Address: 3680 West 64th Avenue, Arvada, CO 80003

Revision Number:

SCHEDULE A

- 1. Commitment Date: December 09, 2022 at 5:00 P.M.
- 2. Policy to be issued:
 - a. ALTA® Owner's Policy (7-1-21)

Proposed Insured: DevCo Preservation, LLC, a Washington limited liability company

Proposed Amount of Insurance: \$7,500,000.00
The estate or interest to be insured: See Item 3 below

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

Fee Simple

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

Laura Jean Drapeau and The Barbara A. Iacovetta Trust, dated June 27, 1995

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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



Commitment No. NCS-1158562-WA1

EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

Parcel A:

The North 478.85 feet of the E1/2 NE1/4 NE1/4 Section 7, Township 3 South, Range 68 West of the 6th P.M., Adams County, Colorado. Except the North 30.0 feet thereof and Except the East 30.0 feet thereof and Except that parcel described as beginning at a point 30.0 feet South and 30.0 feet West of the NE corner of Section 7, Township 3 South, Range 68 West of the 6th P.M.; thence West parallel to and 30.0 feet South of the North line of said Section 7, a distance of 160.0 feet; thence South parallel to the East line of said Section 7, a distance of 150.0 feet; thence South parallel to the East line of said Section 7, a distance of 150.0 feet; thence East a distance of 10.0 feet to a point 30.0 feet West of the East line of said Section 7; thence North parallel to the East line of said Section 7, a distance of 160.0 feet to the point of beginning, and Except the platted portion described as the PISTERZI COMMERCIAL TRACT.

And further excepting therefrom that portion taken in Rule, Order, Judgment and Decree recorded January 25, 1984 in Book 2833 at Page 346.

Parcel B:

PISTERZI COMMERCIAL TRACT, according to the plat thereof recorded March 11, 1970 at Reception No. 886211, County of Adams, State of Colorado.

Except that portion taken in Rule, Order, Judgment and Decree recorded January 25, 1984 in <u>Book 2833</u> at Page 346.

For informational purposes only: APN(s): 0182507100044 & 0182507101003

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.



Commitment No. NCS-1158562-WA1

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
 - NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.
- 6. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
- 7. Evidence that all assessments for common expenses, if any, have been paid.
- 8. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
- 9. Receipt by the Company of the following documentation for The Enrico E. Pisterzi Trust, dated June 7, 1995:
 - Trust Agreement, and all amendments thereto, if any.
- 10. Receipt by the Company of the following documentation for The Barbara A. Iacovetta Trust, dated June 27, 1995:

Trust Agreement, and all amendments thereto, if any.

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



NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

- 11. Recordation of a Statement of Authority pursuant to C.R.S. 38-30-172, for The Barbara A. Iacovetta Trust, dated June 27, 1995, establishing the name of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity.
- 12. Receipt by the Company of the following documentation for DevCo Preservation, LLC, a Washington limited liability company:

Operating Agreement, and all amendments thereto, if any.

Certificate of Good Standing issued by the Washington Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

- 13. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Laura Jean Drapeau.
- 14. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by The Barbara A. Iacovetta Trust, dated June 27, 1995.
- 15. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by DevCo Preservation, LLC, a Washington limited liability company.

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Commitment No. NCS-1158562-WA1

SCHEDULE B, PART II—Exceptions

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

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

- 1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 2. Easements, or claims of easements, not shown by the Public Records.
- 3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
- 4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
- 5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
 - Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.
- 6. Any and all unpaid taxes, assessments and unredeemed tax sales.
- 7. Any water rights, claims of title to water, in, on or under the Land.
 - (a) Any past or future change in the Harry Holmes Ditch which forms the easterly boundary of the land.
 - (b) Any dispute arising over the location of the old bed.
 - (c) Any variance between the boundary line as originally conveyed and the current boundary thereof as now used or occupied.

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- (d) Rights of the upper or lower riparian owners in and to the free and unobstructed flow of water of said body of water.
- 8. Any existing leases or tenancies.
- 9. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded July 28, 1921 in Book 113 at Page 94.
- 10. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded November 15, 1973 in Book 1900 at Page 5 (affects Parcel A).
- 11. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution recorded May 9, 1984 in Book 2870 at Page 535 (affects both Parcels).
- 12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Irrigation Ditch Easement as described in Resolution recorded June 18, 1993 in Book 4094 at Page 364 (affects both Parcels).
- 13. An easement for construct, reconstruct, operate, maintain and remove such telecommunications facilities and incidental purposes granted to US West Communications, Inc., a Colorado corporation, as set forth in an instrument recorded October 31, 1995 in Book 4617 at Page 946 (affects Parcel A).

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title 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 filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. 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
- B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 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.

NOTE: Pursuant to CRS 10-1-128(6)(a), 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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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- **3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

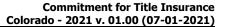
CLAIMS PROCEDURES

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

10. CLASS ACTION

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

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11. ARBITRATION

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

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Chase Huber DevCo Family of Companies PO Box 4108 Bellevue, WA 98009 December 29, 2022

RE: Water and Sanitary Sewer Service, 3680 W. 64th avenue, Arvada, CO 80003 Parcel #0182507100044 & #0182507101003

Will Serve Letter

Mr. Chase Huber:

Please be advised that Crestview Water and Sanitation District (Crestview) is willing to provide treated water and sanitary sewer service to 3680 W. 64th avenue and a possible future development on Adams County parcel nos. 0182507100044 & 0182507101003 in Adams County, Colorado that is wholly within the Crestview Water and Sanitation District boundaries.

Prior to creating a layout and filing a plat for any future development of these parcels, the petitioning owner/developer (developer) should have a pre-design meeting with Crestview, as the developer MUST allow for the installation of adequate water mains in strict accordance with Denver Water Engineering Standards and Crestview Rules and Regulations and engineering requirements. Crestview provides drinking water to its customers by means of a wholesale water purchasing contract with Denver Water. As part of the Contract, Denver Water requires Crestview to adhere to Denver Water's Engineering Standards.

Sanitary sewer mains must also be designed in accordance with Crestview Rules and Regulations and engineering requirements. For any future development of these parcels, the developer will be responsible for all costs related to the installation of required water and sewer mains and is responsible for all utility modeling, engineering studies and plan development/review costs. All water and sewer mains and appurtenances for the new development shall be installed at the developer's expense and deeded free and clear to Crestview prior to the issuance of any water or sewer taps.

Any required off-site improvements to Crestview's water distribution system and/or sanitary sewer collection system created by additional system demands from your proposed development will be the responsibility of the owner/developer both financially and physically.

Crestview requires a signature of acceptance of this Will Serve letter by the developer prior to scheduling a pre-design meeting with Crestview. Please provide a copy of this signed Will Serve

Crestview's engineer, Clarice O'Hanlor
Date
nation, please contact our office.

3680 W 64TH AVENUE AMENDMENT TO THE ZONING MAP LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AS MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP STAMPED "COLORADO - ILC T3S R68W S6|S5 S7|S8 2021 PLS 36070", 1' BELOW GRADE, IN RANGE BOX, FROM WHENCE THE EAST QUARTER CORNER OF SAID SECTION 7, AS MONUMENTED BY A FOUND 2" ALUMINUM CAP STAMPED "AZTEC T3S R68W 1/4 S7|S8 2018 PLS 38158", 1' BELOW GRADE, IN RANGE BOX, BEARS S00°10'18"E FOR A DISTANCE OF 2633.02 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION:

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 S89°35'26"W, A DISTANCE OF 240.13 FEET;

THENCE DEPARTING SAID NORTH LINE, S00°24'34"E, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST 64TH AVENUE, SAID POINT BEING THE <u>POINT OF</u> BEGINNING;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S00°10'18"E, A DISTANCE OF 10.00 FEET;

THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°35'26"E, A DISTANCE OF 150.00 FEET;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF PARCEL H AND PARCEL I AS DESCRIBED IN THE RULE, ORDER, JUDGEMENT AND DECREE AS RECORDED IN BOOK 2833, PAGE 346, S00°10'18"E, A DISTANCE OF 438.40 FEET;

THENCE DEPARTING SAID WEST LINE OF PARCEL H, S89°35'26"W, A DISTANCE OF 570.05 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, AND THE EAST LINE OF ARLINGTON MEADOWS III SUBDIVISION AS RECORDED AT RECEPTION NO. 1987020716555;

THENCE ALONG SAID WEST LINE N00°10'27"W, A DISTANCE OF 448.40 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE;

THENCE DEPARTING SAID WEST LINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE N89°35'26"E, A DISTANCE OF 420.07 FEET TO THE <u>POINT OF BEGINNING</u>.

CONTAINING A CALCULATED AREA OF 254,113 SQ. FT. OR 5.834 ACRES, MORE OR LESS.

ACCOUNT# PARCEL# TAX DISTRICT #

R0102207 0182507100044 495

REAL ESTATE PROPERTY TAX NOTICE 2021 TAXES DUE IN 2022

LISA L. CULPEPPER, JD **ADAMS COUNTY TREASURER & PUBLIC TRUSTEE** 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, COLORADO 80601 (720) 523-8160

	TEMPTAX CREDIT	GENERAL TAX	VALUATION	ACTUAL	ASSESSED			
3.68900 3.08000 16.68600 27.06900 5.12300 0.00000	0.00000 0.00000 0.00000 0.00000 0.00000	\$200.53 \$167.43 \$907.05 \$1,471.47 \$278.49 \$0.00	LAND IMPROVEMENTS NET TOTAL	\$198,000 \$562,176 \$760,176	\$14,160 \$40,200 \$54,360			
64.80000	0.00000	\$3,522.53		MESSAGES				
0.90000	0.00000	\$48.92 \$48.92 \$6,601.86						
GF	RAND TOTAL	\$6,601.86	# COMMEAU	THORIZATION CODE				
'undina. vour sch	ool mill levv would ha	ve been: 136.378	exemptions and	E-Statement in	structions.			
			Unp		······································			
N 961 FT OF E2 EXC PARC	NE4 NE4 EXC 30 FT 5/12A	ROW ON E		No				
	\		PAYMENT	DUE DATE	AMOUNT			
			FIRST HALF	FEB 28, 2022	\$3,300.93			
			SECOND HALF	JUN 15, 2022	\$3,300.93			
			FULL PAYMENT	APR 30, 2022	\$6,601.86			
AVE			PAYMENT OPTIC	ONS FOR CURRENT Y	EARTAXES 3.9			
			VISA	DISCOVER ASSESSED	ELECTRONIC CASE			
	3.08000 16.68600 27.06900 5.12300 0.00000 64.80000 0.10000 0.90000 NET LEVY	3.08000 0.00000 16.68600 0.00000 27.06900 0.00000 5.12300 0.00000 0.00000 0.00000 64.80000 0.00000 0.10000 0.00000 NET LEVY-> 121.4470 GRAND TOTAL GRAND TOTAL SCRIPTION OF PROPERTY N 961 FT OF E2 NE4 NE4 EXC 30 FT EXC PARC 5/12A	3.08000 0.00000 \$167.43 16.68600 0.00000 \$907.05 27.06900 0.00000 \$1,471.47 5.12300 0.00000 \$278.49 0.00000 0.00000 \$0.00 64.80000 0.00000 \$3,522.53 0.10000 0.00000 \$5.44 0.90000 0.00000 \$48.92 NET LEVY-> 121,4470 \$6,601.86 GRAND TOTAL \$6,601.86	3.08000 0.00000 \$167.43 16.68600 0.00000 \$907.05 27.06900 0.00000 \$1,471.47 5.12300 0.00000 \$278.49 0.00000 0.00000 \$0.00 64.80000 0.00000 \$3,522.53 0.10000 0.00000 \$48.92 NET LEVY-> 121,4470 \$6,601.86 GRAND TOTAL \$6,601.86 GRAND TOTAL \$6,601.86 SCRIPTION OF PROPERTY Unp 1.961 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E EXC PARC 5/12A DAYE MYE LEVY - SCRIPTION OF PROPERTY AVE IMPROVEMENTS NET TOTAL SCRIPTION OF STRATE NET TOTAL MPROVEMENTS NET TOTAL FET TOTAL SEE insert for Se exemptions and Email Verification Excription of Property Unp PAYMENT FIRST HALF SECOND HALF FULL PAYMENT PAYMENT OPTICE PAYMENT O	3.08000 0.00000 \$167.43 16.68600 0.00000 \$907.05 27.06900 0.00000 \$1,471.47 5.12300 0.00000 \$278.49 0.00000 0.00000 \$3.522.53 0.10000 0.00000 \$48.42 0.90000 0.00000 \$48.92 NET LEVY-> 121.4470 \$6,601.86 GRAND TOTAL \$6,601.86 GRAND TOTAL \$6,601.86 GRAND TOTAL \$6,601.86 See insert for Senior/Disabled Vexemptions and E-Statement in Email Verification code: 0VHB3: SCRIPTION OF PROPERTY Unpaid prior year taxes: N 961 FT OF E2 NE4 NE4 EXC 30 FT ROW ON E EXC PARC 5/12A AVE MPROVEMENTS \$562,176 NET TOTAL \$760,176 STORING TOTAL \$6,601.86 MESSAGES ACT - LF6N847H See insert for Senior/Disabled Vexemptions and E-Statement in Email Verification code: 0VHB3: Unpaid prior year taxes: NO PAYMENT DUE DATE FIRST HALF FEB 28, 2022 SECOND HALF JUN 15, 2022 FULL PAYMENT APR 30, 2022 PAYMENT OPTIONS FOR CURRENTY			

R0102207

DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST WHEAT RIDGE, CO 80033-5120



Make Checks Payable To: Adams County Treasurer

POST DATED CHECKS ARE NOT ACCEPTED

If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold."

IF YOUR TAXES ARE PAID BY A MORTGAGE COMPANY. KEEP THIS NOTICE FOR YOUR RECORDS.

Please see reverse side of this form for additional information.

RETAIN TOP PORTION FOR YOUR RECORDS

2021 TAXES DUE IN 2022

Unpaid prior year taxes:

No

Check this box for mailing address correction. Make changes on reverse side.

RETURN THIS COUPON FOR SECOND HALF PAYMENTS (DUE BY JUNE 15TH)













Return this coupon with payment to: ADAMS COUNTY TREASURER P.O. BOX 889 BRIGHTON, COLORADO 80601-0868

ecoratos encara R0102207

R0102207 122229*326**G50**0.8781**1/4******AUTO5-DIGIT 80021 DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST

PROPERTY OWNER

WHEAT RIDGE CO 80033-5120

OF RECORD ուՄլիլեվուհինի կինականությունը հերականի հիմի հիմի կիր հուրերի հ

SECOND HALF DUE BY JUN 15, 2022

\$3,300.93

PAYMENTS MUST BE IN U.S. FUNDS

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ACCOUNT# PARCEL# TAX DISTRICT #

R0102212 0182507101003 495

REAL ESTATE PROPERTY TAX NOTICE LISAL, CULPEPPER, JD 2021 TAXES DUE IN 2022

ADAMS COUNTY TREASURER & PUBLIC TRUSTEE 4430 S. ADAMS COUNTY PARKWAY BRIGHTON, COLORADO 80601 (720) 523-6160



TAX AUTHORITY	TAX LEVY	TERRES AND A		DINGITION, COLUMAL		-6160 Yan
RANGEVIEW LIBRARY DISTRIC		TEMP TAX CREDIT	GENERAL TAX	VALUATION	ACTUAL	ASSESSED
CRESTVIEW WATER & SANITAT	3.68900 3.08000	0.00000	\$176.85	NET TOTAL	\$165,308	\$47,940
ADAMS COUNTY FIRE PROTECT	16.68600	0.00000	\$147.65			+,0.10
ADAMS COUNTY	27.06900	0.00000 0.0000	\$799.93			
HYLAND HILLS PARK & RECRE	5.12300	0.00000	\$1,297.69 \$245.60			[
RTD	0.00000	0.00000	\$0.00			
SD 50	64.80000	0.00000	\$3,106.50			
URBAN DRAINAGE SOUTH PLAT URBAN DRAINAGE & FLOOD CO	0.10000	0.00000	\$4.79		MESSAGES	
TOTAL	0.90000 NET LEXA	0.00000	\$43.15		Ga Barata	
.0	NET LEVY-> 121.4470		\$5,822.16	Go Paperless		
	GR	AND TOTAL	\$5,822.16		NoticesOnline	.com
	***		40,022.10		ACT-LF6N847H	
				•		
				See insert for S	enior/Disabled \	lataran
			ĺ	exemptions and	i E-Statement in	structions
SB 25 - In absence of State Legislative Ft	unding, your scho	ol mill levy would have	e been: 136.378			1
	,		,	Email Verificatio	on code: 0VHB3	CVX
	SCRIPTION OF PR			Uni	pald prior year taxes:	
SUB:PISTERZI COMMERCIAL TRACT D	No					
			I		NO	
			<u></u>	PAYMENT	DUE DATE	AMOUNT
			ľ			
			l	FIRST HALF	FEB 28, 2022	\$2,911.08
						1
				SECOND HALF	JUN 15, 2022	\$2,911.08
			AND THE PROPERTY OF THE PROPER			\$2,911.08
PROPERTY LOCATION: 3680 W 64TH A	VE			FULL PAYMENT	APR 30, 2022	\$5,822.16
PROPERTY LOCATION: 3680 W 64TH A	VE			FULL PAYMENT	APR 30, 2022	\$5,822.16
PROPERTY LOCATION: 3680 W 64TH A	VE			FULL PAYMENT		\$5,822.16

R0102212

DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST WHEAT RIDGE, CO 80033-5120



Make Checks Payable To: Adams County Treasurer

POST DATED CHECKS ARE NOT ACCEPTED

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IF YOUR TAXES ARE PAID BY A MORTGAGE COMPANY, KEEP THIS NOTICE FOR YOUR RECORDS.

Please see reverse side of this form for additional information.

RETAIN TOP PORTION FOR YOUR RECORDS

2021 TAXES DUE IN 2022



Unpaid prior year taxes:

No

Check this box for mailing address correction. Make changes on reverse side.

RETURN THIS COUPON FOR SECOND HALF PAYMENTS (DUE BY JUNE 15TH)

Projection









Return this coupon with payment to: ADAMS COUNTY TREASURER P.O. BOX 869 BRIGHTON, COLORADO 80801-0889

CONTRACTOR STORES R0102212

R0102212

DRAPEAU LAURA JEAN AND IACOVETTA BARBARA A TRUST THE 4280 HARLAN ST

PROPERTY OWNER

OF RECORD WHEAT RIDGE CO 80033-5120

SECOND HALF DUE BY JUN 15, 2022

\$2,911.08

PAYMENTS MUST BE IN U.S. FUNDS

E0000001401022124 00002911049 00000000000