



May 30, 2023

Re: Chafee Park Townhomes Rezoning Application

Adams County Planning Staff,

We are excited to present this rezoning application and work with you throughout the process. Given the great proximity to public transit and walkability to recreation and retail, we are seeking to rezone to the TOD zone district. We utilized the guidelines set forth in the Advancing Adams Comprehensive plan in order to guide our development. Thank you for your time and consideration of our project and please do not hesitate to reach out with any questions as you review this application.

Respectfully,

Nick Thomas

Bradbury Companies
Nick.thomas@bradburycompanies.com
720.599.3577

Chaffee Park Townhomes – Table of Contents

1. Development Application
2. Application Fees (To be provided)
3. Written Explanation of Project
4. Site Plan & Survey
5. Trip Generation Letter
6. Preliminary Drainage Analysis
7. Neighborhood Meeting Summary
8. Proof of Ownership
9. Proof of Water and Sewer Services
10. Legal Description
11. Certificate of Taxes Paid
12. Certificate of Notice to Mineral Estate Owners
13. Certificate of Service Development (N/A)

1. Development Application



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/>.

- ☒ 1. Development Application Form (pg. 4)
- ☒ 2. Application Fees (see table)
- ☒ 3. Written Explanation of the Project
- ☒ 4. Site Plan Showing Proposed Development, including:
 - a. Proposed Building Envelope
 - b. Parking Areas
 - c. Site Access
 - d. Landscape Areas
- ☒ 5. Trip Generation Letter
- ☒ 6. Preliminary Drainage Analysis
- ☒ 7. Neighborhood Meeting Summary
- ☒ 8. Proof of Ownership (warranty deed or title policy)
- ☒ 9. Proof of Water and Sewer Services
- ☒ 10. Legal Description
- ☒ 11. Certificate of Taxes Paid
- ☒ 12. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 6)
- ☒ 13. Certificate of Surface Development (pg. 7)

Applications Fees	Amount	Due
Application	\$1,600	After complete application received



Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input checked="" type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address:	2590 W. 56th Avenue; 2600 W. 56th Avenue; 2571 W. 55th Avenue; 2601 W. 55th Avenue
City, State, Zip:	Denver, Colorado 80221
Area (acres or square feet):	2.41 AC
Tax Assessor Parcel Number	PN: 0182517102024; 0182517102025; 0182517102039; 0182517102008
Existing Zoning:	Adams County: R-2
Existing Land Use:	Residential - Single Family Detached
Proposed Land Use:	Residential Townhome Units - Transit-Oriented Development (TOD)

Have you attended a Conceptual Review? YES ☒ NO ☐

If Yes, please list PRE#: PRE2022-00041

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

Name: Thomas H. Brabdry, Manager, BP Chaffee, LLC

Date: 05/25/23

Owner's Printed Name

Name: 

Owner's Signature

2. Application Fees

3. Written Explanation of Project

BP CHAFFEE, LLC
5050 S SYRACUSE STREET, #785
DENVER, COLORADO 80237
303-708-1105
303-708-8819 (FAX)

May 25, 2023

Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

APPLICATION FOR REZONE - PROJECT NARRATIVE

BP Chaffee, LLC ("BP Chaffee") has unconditional contracts to purchase the following parcels (collectively, the "Property") at the election of BP Chaffee:

- 1) Parcel #1 – Fee Owner: Bradbury Properties, Inc.

THE WEST 100 FEET OF THE SOUTH 312.62 FEET OF THE NORTH 327.62 FEET OF PLOT 3, WESTMOORLAND, COUNTY OF ADAMS, STATE OF COLORADO; and

- 2) Parcel No. 2 – Fee Owner: Awol Holdings, LLC

THE EAST 93 FEET OF PLOTS 34 AND 35 EXCEPT THE NORTH 15 FEET OF PLOT 34, RE-SUBDIVISION OF BLOCK 4, WESTMOORLAND, ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF ADAMS, STATE OF COLORADO

- 3) Parcel No. 3 – Fee Owner: Mark D. Williams and Rachel L. Thompson

WEST 100 FEET OF THAT PORTION OF THE SOUTH ONE-HALF OF PLOT 3, WESTMORELAND, REMAINING AFTER DEDUCTING FROM SAID PLOT 3 A 15 FOOT STRIP ALONG THE NORTHERN BOUNDARY THEREOF HERETOFORE CONVEYED TO ADAMS COUNTY FOR ROAD PURPOSES, COUNTY OF ADAMS, STATE OF COLORADO; EXCEPT ANY PORTION LYING WITHIN WEST 55TH AVENUE. ALSO KNOWN AS 2571 W. 55TH AVENUE, DENVER, COLORADO 80221

- 4) Parcel No. 4 – Fee Owner: Pamela K. Tanner

WESTMOORLAND RESUBDIVISION, BLOCK 4, LOT 40, CITY AND
COUNTY OF ADAMS, STATE OF COLORADO ALSO KNOWN AS 2601
W. 55TH AVENUE, DENVER, COLORADO 80221

Pursuant to the letters of authorization of the fee title owners of record attached hereto as **Exhibit A**, BP Chaffee hereby applies for a rezoning of the Property to allow for 34 townhomes consistent with the Conceptual Site Plan prepared by Redland as such may be revised to respond to comments made in the rezoning process. The Property is currently zoned R-2 and the majority of the Property is located within the County's planning area for transit-oriented development. The Property is currently bordered by single family residential uses. The proposed townhome development is consistent with the surrounding uses and is the type of development that is contemplated within the TOD area. BP Chaffee is requesting a waiver from the side setback and rear setback from adjacent residential and is also requesting a waiver of the 12 DU/AC minimum gross dwelling unit requirement for TOD.

A copy of the Conceptual Site Plan is submitted simultaneously for your convenience. We look forward to working with staff on this application. Please feel free to contact me should you need any additional information with this submittal.

Very truly yours,



Stephanie M. Stewart, Esq.

BRADBURY PROPERTIES, INC.
5050 S SYRACUSE STREET, #785
DENVER, COLORADO 80237
303-708-1105
303-708-8819 (FAX)

March 28, 2023

Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

APPLICATION FOR REZONING – LETTER OF AUTHORIZATION

Bradbury Properties, Inc. (“BPI”) as fee title owner of the following parcel:

THE WEST 100 FEET OF THE SOUTH 312.62 FEET OF THE NORTH 327.62
FEET OF PLOT 3, WESTMOORLAND, COUNTY OF ADAMS, STATE OF
COLORADO (the “Property”)

hereby consents to the inclusion of the Property in an application for rezoning submitted by BP Chaffee, LLC and further hereby authorizes Susan Wade and Travis Frazier of Redland and its employees and contractors, Stephanie Stewart, and/or Nick Thomas to act on behalf of BPI in submitting and processing the application for rezoning of the Property (Presubmittal No. PRE2022-00041). Please feel free to contact me should you have any questions regarding this authorization.

Very truly yours,



Thomas H. Bradbury, Jr.,
President

**AWOL HOLDINGS, LLC
20 WEDGE WAY
LITTLETON, COLORADO 80123
(303) 229-0427**

April 14, 2023

Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

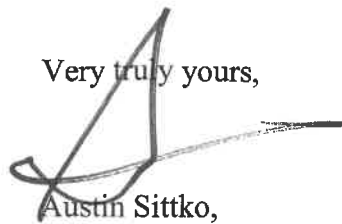
APPLICATION FOR REZONING – LETTER OF AUTHORIZATION

Awol Holdings, LLC (“Awol Holdings”) as fee title owner of the following parcel:

THE EAST 93 FEET OF PLOTS 34 AND 35 EXCEPT THE NORTH 15 FEET
OF PLOT 34, RE-SUBDIVISION OF BLOCK 4, WESTMOORLAND,
ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF
ADAMS, STATE OF COLORADO (the “Property”)

hereby consents to the inclusion of the Property in an application for rezoning submitted by BP Chaffee, LLC and further hereby authorizes Susan Wade and Travis Frazier of Redland and its employees and contractors, Stephanie Stewart, and/or Nick Thomas to act on behalf of Awol Holdings in submitting and processing the application for rezoning of the Property (Presubmittal No. PRE2022-00041). Please feel free to contact me should you have any questions regarding this authorization.

Very truly yours,



Austin Sittko,
Manager

PAMELA K TANNER
28947 CLOVERLANE
EVERGREEN, CO 80439

March 23, 2023

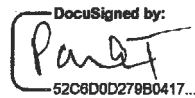
Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

Re: Conceptual Site Plan

I, Pamela K. Tanner, as fee title owner of real property described as follows: BLOCK 4, LOT 40, WESTMOORLAND SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO also commonly known as 2601 W. 55th Avenue, Denver, Colorado 80221 (the "Property") that is part of the assemblage included in the Conceptual Site Plan for Chaffee Park prepared by Redland, hereby authorize Redland and its employees and contractors, Stephanie Stewart, Austin Sittko and/or Nick Thomas to act on behalf of me in submitting and processing the above mentioned Conceptual Site Plan with Adams County. Please feel free to contact me should you have any questions regarding this authorization.

Very truly yours,

Pamela K. Tanner

DocuSigned by:

52C8D0D279B0417...

MARK D WILLIAMS & RACHEL L. THOMPSON
2571 W. 55TH AVE
DENVER, CO 80221

March 23, 2023

Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

Re: Conceptual Site Plan

Mark D. Williams and Rachel L. Thompson, as fee title owners of real property described as follows: LOT 1, BECAY SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO also commonly known as 2571 W. 55th Avenue, Denver, Colorado 80221 (the "Property") that is part of the assemblage included in the Conceptual Site Plan for Chaffee Park prepared by Redland, hereby authorize Redland and its employees and contractors, Stephanie Stewart, Austin Sittko and/or Nick Thomas to act on behalf of us in submitting and processing the above mentioned Conceptual Site Plan with Adam County. Please feel free to contact me should you have any questions regarding this authorization.

Very truly yours,

Mark D. Williams

DocuSigned by:
Mark Williams
70C737B0BA3240F...

Rachel L. Thompson

DocuSigned by:
Rachel Williams
22CAAF4D94BE411...

4. Site Plan

CONCEPT PLAN 34 UNITS
30 TOWNHOMES (3 TO 5 PLEX BLDGS WITH 3-STORY) + 4 DUPLEX UNITS (3-STORY)
2.41 AC +/- 14.11 DU/AC

TOD LOT TYPICALS - NTS

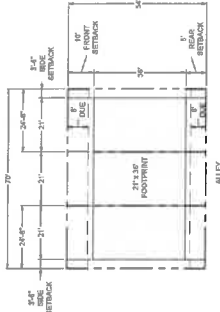
TRANSIT-ORIENTED DEVELOPMENT (TOD) - TWO FAMILY / DUPLEX / TOWNHOME
MINIMUM DENSITY - GROSS: 12 DU/AC (proposed 34 units on 2.41 ac = 14.11 du/ac)

TOWNHOMES

ADAMS COUNTY ZONE DISTRICT DIMENSIONAL REQUIREMENTS:
MINIMUM SETBACKS FOR PRINCIPAL STRUCTURE:

FRONTING LOCAL OR COLLECTOR STREET (MIN/MAX): 5/10 FEET
SIDE OR REAR ADJACENT TO RESIDENTIAL (MIN): 25 FEET
(WATER TO 3'-6" SIDE SETBACK AND 10' ADJACENT TO EXISTING RESIDENTIAL LOTS)

SIDE OR REAR, INTERIOR TO DEVELOPMENT (MIN): 0 FEET
MAXIMUM DWELLING UNIT HEIGHT: 45 FEET - 3-Story 45 ft max height proposed

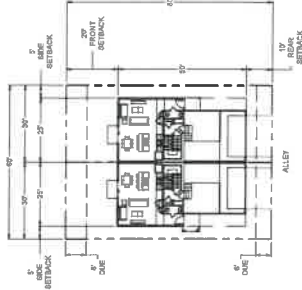


DUPLEX - TO BE ZONED TOD BUT FOLLOW R-3 ZONE STANDARDS AS REQUESTED BY COUNTY STAFF

ADAMS COUNTY ZONE DISTRICT DIMENSIONAL REQUIREMENTS:
RESIDENTIAL MODERATE DENSITY (R-3)

MINIMUM LOT WIDTH: 25 FEET
MINIMUM SETBACKS FOR PRINCIPAL STRUCTURE:

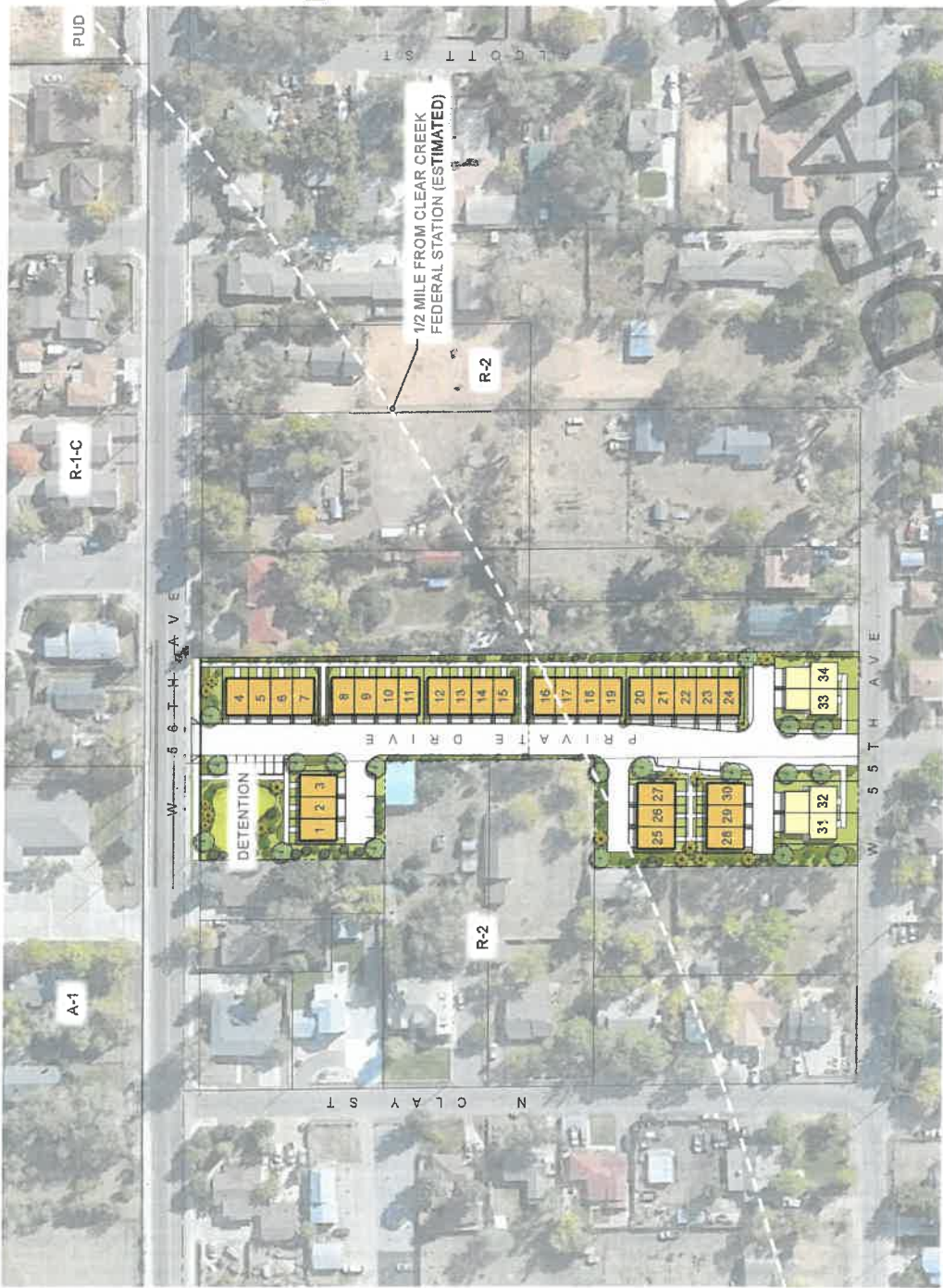
FRONT: 20 FEET
FRONT CORNER: 20 FEET
SIDE: 0 FEET ALONG WALLS OF ADJOINING DWELLING UNITS.
5 FEET FROM END UNIT WHEN UNITS ARE LOCATED ON REAR: 20 FEET (WALKER TO 10 FEET)
R.O.W. FOR LOCAL OR COLLECTOR ROAD: 20 FEET
MAXIMUM DWELLING UNIT HEIGHT: 35 FEET - 3-story 35 ft max height proposed



PARKING REQUIRED.

Section 4-12.04-03 Parking Space Required - Multi-family assumes all 3-bedroom units with 2 spaces + 15% of required spaces for guests = Requires 68 spaces and 11 guest spaces = 79 total spaces req.
Each unit shall provide 2 garage spaces plus 12 apron spaces = total of 80 spaces provided for the TOD District.

OPEN SPACE REQUIRED PER TOD DISTRICT REGULATIONS:
20% MIN. (0.482 AC) REQUIRED
23.94% (0.577 AC) OPEN SPACE PROVIDED



CONCEPTUAL SITE PLAN

CHAFFEE PARK
ADAMS COUNTY, COLORADO

DATE: APRIL 19, 2023 (V6)
CLIENT: BRADBURY COMPANIES
PROJECT NO: 22017.001
AUTHOR: SW



5. Trip Generation Letter



SM ROCHA, LLC

TRAFFIC AND TRANSPORTATION CONSULTANTS

April 19, 2023

Austin Sittko
Renovar Inc.
2401 S Downing Street
Denver, CO 80210

**RE: W 56th Townhomes / Traffic Generation Analysis
Adams County, Colorado**

Dear Austin,

SM ROCHA, LLC is pleased to provide traffic generation information for the development entitled W 56th Townhomes. This development is located between W 56th Avenue and W 55th Avenue and east of Clay Street in Adams County, Colorado.

The intent of this analysis is to present traffic volumes likely generated by the proposed development, provide a traffic volume comparison to the existing land uses, and consider potential impacts to the adjacent roadway network.

The following is a summary of analysis results.

Site Description and Access

Land for the development is currently occupied by four single-family homes and is surrounded by residential land uses. The proposed development is understood to entail the new construction of a townhome community, supporting 34 dwelling units.

Proposed access to the development is provided at the following locations: one full-movement access onto W 56th Avenue (referred to as Access A) and one full-movement access onto W 55th Avenue (referred to as Access B).

General site and access locations are shown on Figure 1.

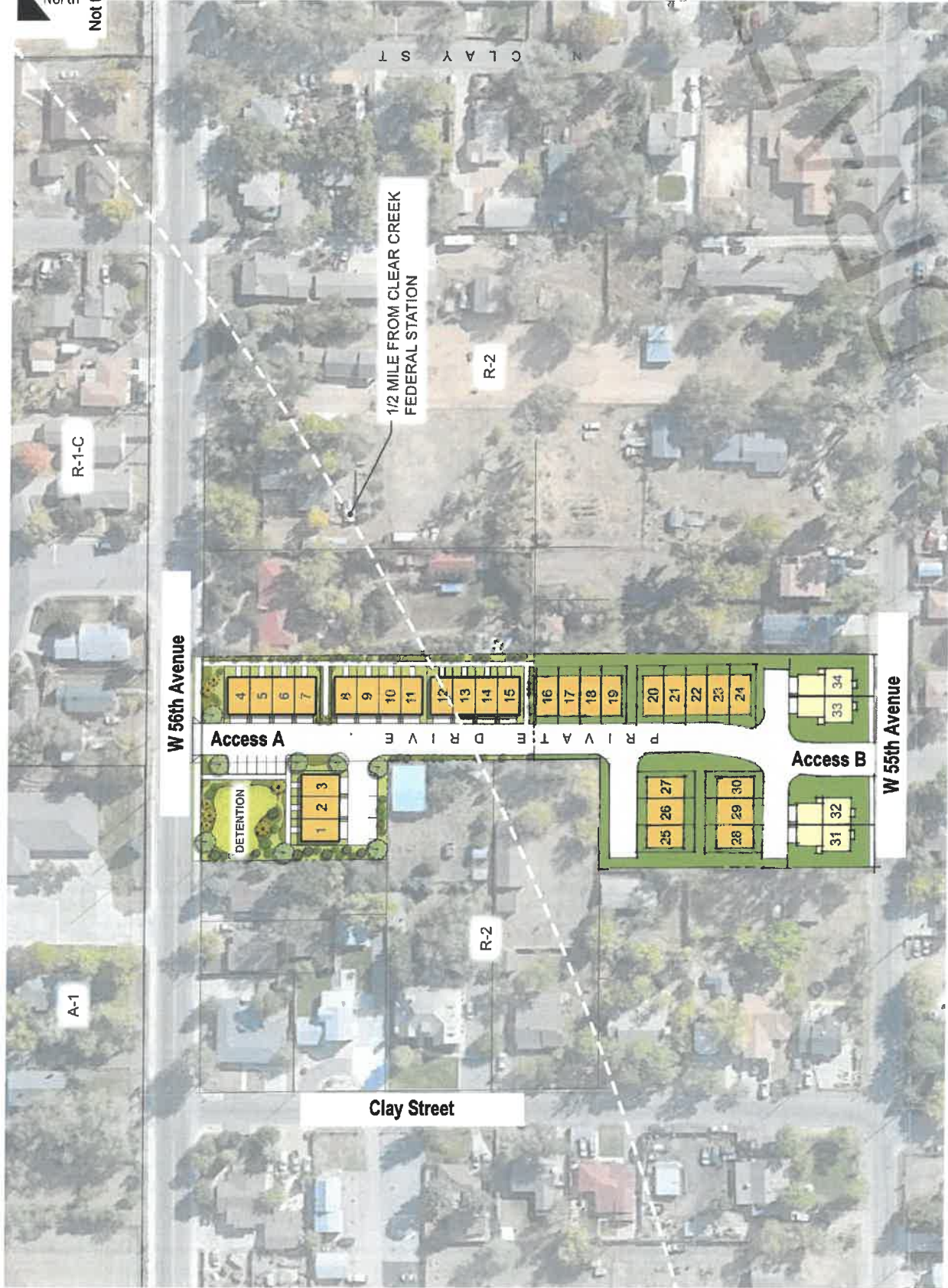
A conceptual site plan, as prepared by Redland, is shown on Figure 2. This plan is provided for illustrative purposes only.



W 56TH TOWNHOMES
Traffic Generation Analysis

SM ROCHA, LLC
Traffic and Transportation Consultants

Figure 1
SITE LOCATION
April 2023
Page 2



W 56TH TOWNHOMES
Traffic Generation Analysis

SM ROCHA, LLC
Traffic and Transportation Consultants

Figure 2
CONCEPTUAL SITE PLAN

April 2023
Page 3

Vehicle Trip Generation

Standard traffic generation characteristics compiled by the Institute of Transportation Engineers (ITE) in their report entitled Trip Generation Manual, 11th Edition, were applied to the existing and proposed land uses in order to estimate the average daily traffic (ADT) and peak hour vehicle trips. A vehicle trip is defined as a one-way vehicle movement from point of origin to point of destination.

Table 1 presents average trip generation rates for the existing and proposed development areas. Use of average trip generation rates presents a conservative analysis. ITE land use codes 210 (Single-Family Detached Housing) and 215 (Single-Family Attached Housing) were used for analysis because of their best fit to the existing and proposed land uses.

Table 1 – Trip Generation Rates

ITE CODELAND USEUNIT			TRIP GENERATION RATES						
			24 HOUR	AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
210	Single-Family Detached Housing	DU	9.43	0.18	0.52	0.70	0.59	0.35	0.94
215	Single-Family Attached Housing	DU	7.20	0.15	0.33	0.48	0.32	0.25	0.57

Key: DU = Dwelling Units.

Note: All data and calculations above are subject to being rounded to nearest value.

Table 2 summarizes the projected ADT and peak hour traffic volumes likely generated by the land use area proposed and provides comparison to traffic volume estimates for the existing land use.

Table 2 – Trip Generation Summary

ITE CODELAND USESIZE			TOTAL TRIPS GENERATED						
			24 HOUR	AM PEAK HOUR			PM PEAK HOUR		
				ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
<u>Site Development - Existing</u>									
210	Single-Family Detached Housing	4 DU	38	1	2	3	2	1	4
Existing Total:			38	1	2	3	2	1	4
<u>Site Development - Proposed</u>									
215	Single-Family Attached Housing	34 DU	245	5	11	16	11	8	19
Proposed Total:			245	5	11	16	11	8	19
Difference Total:			207	4	9	14	9	7	16

Note: All data and calculations above are subject to being rounded to nearest value.

As Table 2 shows, the proposed development area has the potential to generate approximately 245 daily trips with 16 of those occurring during the morning peak hour and 19 during the afternoon peak hour.

Adjustments to Trip Generation Rates

A development of this type is not likely to attract trips from within area land uses nor pass-by or diverted link trips from the adjacent roadway system, therefore no trip reduction was taken in this analysis.

Trip Generation Distribution and Assignment

Overall directional distribution of site-generated traffic was determined based on existing area land uses, the site location within the County, and the available roadway network. Site-generated traffic is anticipated to be distributed through the proposed access drives. Distribution along W 56th Avenue and W 55th Avenue is general and assumed to be 30 percent to/from the west and 20 percent to/from the east, for each roadway.

Traffic assignment is how the site-generated and distributed trips are expected to be loaded on the roadway network. Applying assumed trip distribution patterns to site-generated traffic provides the peak hour trip volume assignments for the proposed accesses. These volumes are then divided further upon travel through adjacent roadways serving the overall development area. Table 3 below uses the trip generation volumes from Table 2 and denotes projected traffic volumes at the proposed accesses.

Table 3 – Site Generated Trip Assignment

DEVELOPMENT ACCESS TURNING MOVEMENTS	AM PEAK HOUR		PM PEAK HOUR	
	Inbound Volume	Outbound Volume	Inbound Volume	Outbound Volume
Access A / W 56 th Avenue				
Eastbound Right	2	-	3	-
Westbound Left	1	-	3	-
Northbound Left	-	3	-	2
Northbound Right	-	3	-	2
Access B / W 55 th Avenue				
Eastbound Left	2	-	3	-
Westbound Right	0	-	2	-
Southbound Left	-	3	-	2
Southbound Right	-	2	-	2

Development Impacts

As Tables 2 and 3 show, there is an increase in peak hour traffic volumes anticipated for the proposed development. However, these volumes are considered minor and are not likely to negatively impact operations of W 56th Avenue, W 55th Avenue, or other adjacent roadways or intersections.

Conclusion

This analysis assessed traffic generation for the W 56th Townhomes development, provided a traffic volume comparison to the existing land use, and considered potential impacts to the adjacent roadway network.

It is our professional opinion that the proposed site-generated traffic resulting from the development is expected to create no negative impact to traffic operations for the surrounding roadway network and proposed site accesses. Analysis of site-generated traffic concludes that proposed development traffic volumes are minor.

We trust that our findings will assist in the planning and approval of the W 56th Townhomes development. Please contact us should further assistance be needed.

Sincerely,

SM ROCHA, LLC
Traffic and Transportation Consultants



Stephen Simon, EIT
Traffic Engineer



Fred Lantz, PE
Traffic Engineer

6. Preliminary Drainage Study



720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

March 17, 2023

Adams County
Community and Economic Development Department
4430 S. Adams County Pkwy, 1st Floor Suite W 2000
Brighton, CO 80601

**Re: Chaffee Park
Preliminary Drainage Analysis**

Community and Economic Development Department:

The proposed site drains from north to south. Currently drainage sheet flows to W 56th Avenue where it is directed to storm sewer within the ROW. There are no existing storm drainage facilities on-site.

The proposed subdivision would increase the site imperviousness and thus run-off. As a result, an on-site full spectrum detention and water quality pond would be required to capture the excess runoff. This excess runoff would be treated to remove sediment and debris and released at a historic rate the existing storm sewer in 56th Avenue. This would maintain the existing drainage patterns and ensure no negative impacts to downstream properties or infrastructure.

Sincerely,

Travis Frazier, PE
Sr. Project Manager

7. Neighborhood Meeting Summary

Chaffee Park – Neighborhood Meeting Minutes

Meeting Topic: Chaffee Park Neighborhood Meeting

Date of Meeting: April 26, 2023

Date of Minutes: April 27, 2023

Location: Dayton Memorial Library Room 112

Attendees: Nick Thomas – Bradbury Companies
Austin Sittko – Zera Development

Distribution: Adams County Planning Department

By: Nick Thomas – Bradbury Companies
5050 S. Syracuse St., Suite 785
Denver, CO 80237
Nick.thomas@bradburycompanies.com
720.599.3577

The following is a synopsis of the major point of discussion and the direction/conclusions related to the discussion points:

- 1) Four residents attended the neighborhood meeting on Wednesday, April 26th, 2023. See attached sign-in sheet.
- 2) Nick Thomas presented the attached project slides.
- 3) Attendee's comments:
 - a) The proposed concept plan is similar to the existing neighborhoods to the north and the proposed neighborhood to the west.
 - b) Understanding Adams County medium density residential allows between 6 to 20 du/acre, the proposed plan feels appropriate with approximately 14 du/acre.
 - c) Comments were made that this would help alleviate drainage concerns with the flow of the property.
 - d) Concern regarding the impact of mosquitos/bugs in the detention pond area.
 - e) All four attendees supported the project.

Previously, we held a neighborhood meeting for a smaller size development on February 22, 2023. See attached sign-in sheet. Neighbors were supportive of our plans, and as a result, we increased the acreage of our proposed development to create a better connected plan.

This constitutes the writer's understanding of the items discussed and agreements reached at the aforementioned meeting. Any correction and/or additions to this memorandum should be sent to the writer within five (5) business days of receipt of this memorandum.

PLEASE SIGN IN

Chaffee Park Neighborhood Meeting

April 26, 2023

	NAME	EMAIL	PHONE NUMBER
1	Austin Sittko	Austin@Zera Developments.com	(303) 229-0727
2	Jeff Cyth	jeffrey.cyth@gmail.com	3.547.8741
3	Bill Wiese	bullkid@sbglobal.net	(816) 719-3659
4	Mark Williams	grandpacJunk@aol.com	720-278-6003
5	Rachel Williams	hercsma@gmail.com	720-217-5796
6	NICK THOMAS	nick.thomas@bradburycompany.com	720-599-3577
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PLEASE SIGN-IN

Chaffee Park Property Neighborhood Meeting

February 22, 2023

	Name	Email	Phone number
1.	Austin Shingo	AUSTIN@ZERADUCKPHOTOS.COM	(303) 229-0927
2.	Tina Frazer	tfrazer@redland.com	303-875-7193
3.	NICK THOMAS	NICK.THOMAS@BRADLEYCONCRETE.COM	720-599-3577
4.	Susan Wade		720-711-2926
5.	Nicole Gibson	nicole.gibson@gmail.com	720-311-2455
6.	Rachel Williams	heresma@gmail.com	720-217-5796
7.	Mark Williams	grandpasjunk@aol.com	720-278-6003
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Chaffee Park Townhomes Neighborhood Meeting

April 26, 2023

Meet our Team

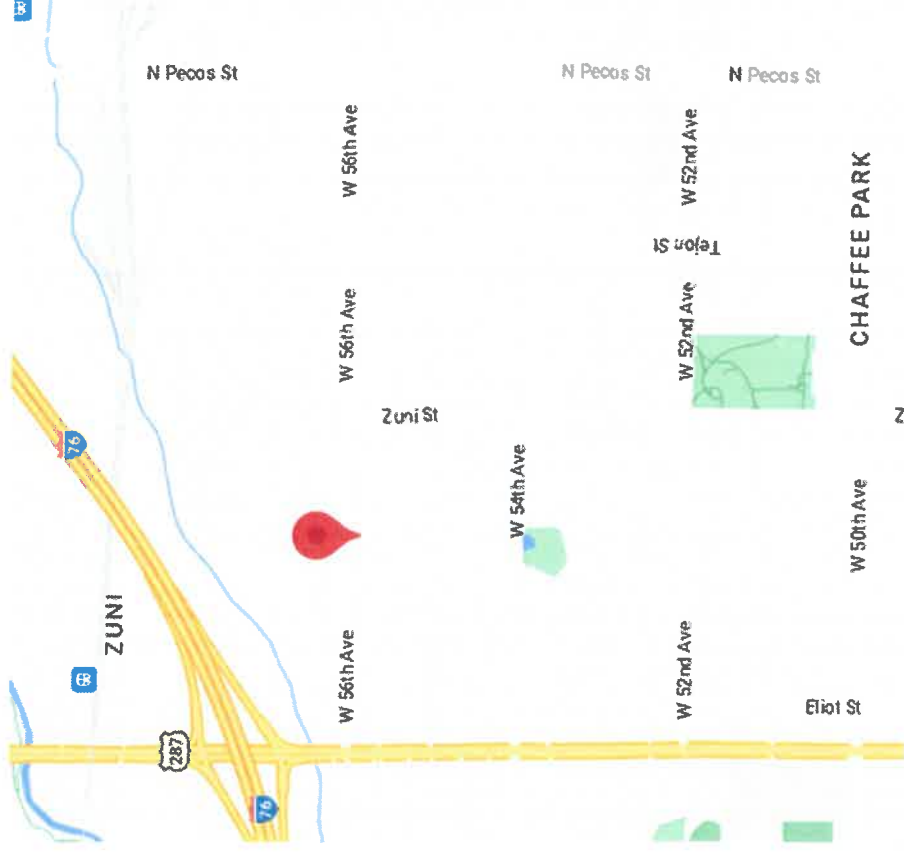


Site Location

Address: 2590 – 2600 West 56th Ave.
2571 -2601 West 55th Ave.
Denver, CO 80221

Current Use: Single-Family Residential

Proposed Use: Townhome/Duplex
(TOD Zoning)



Site Location

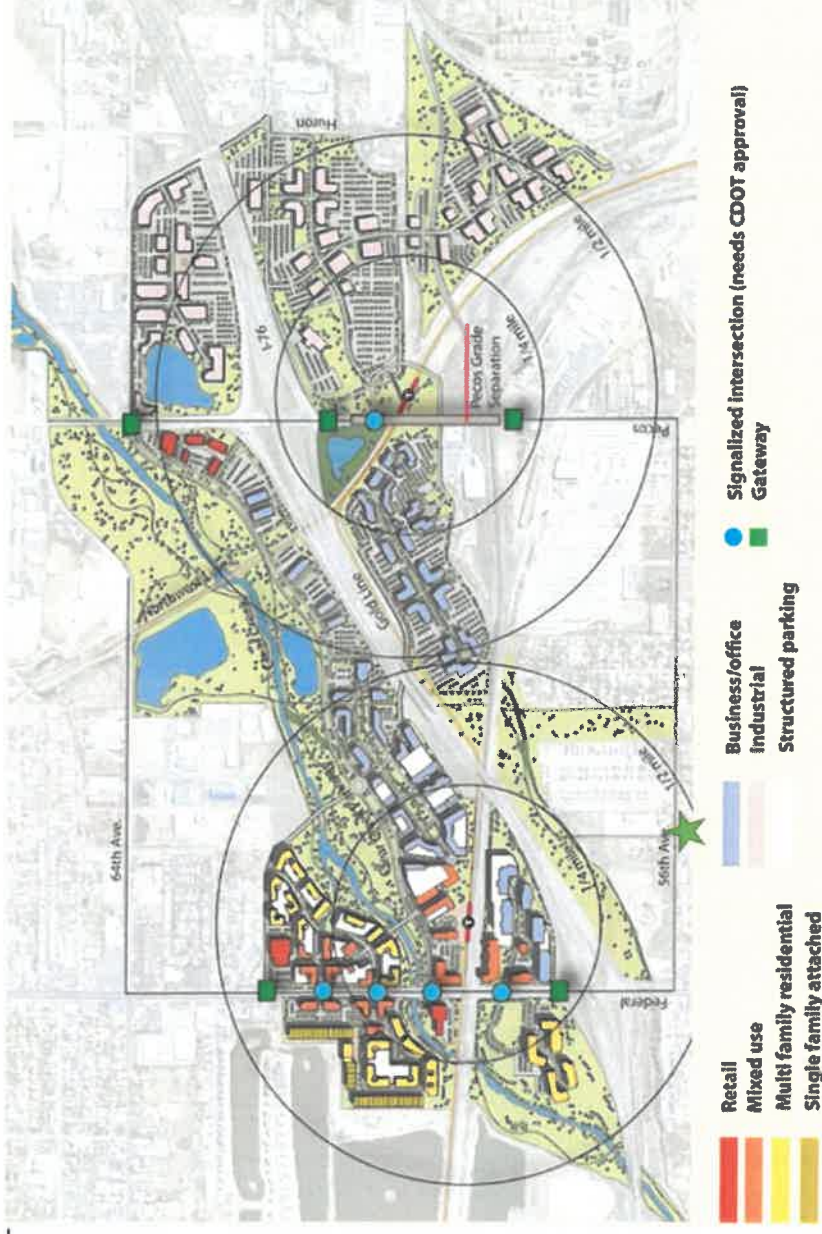


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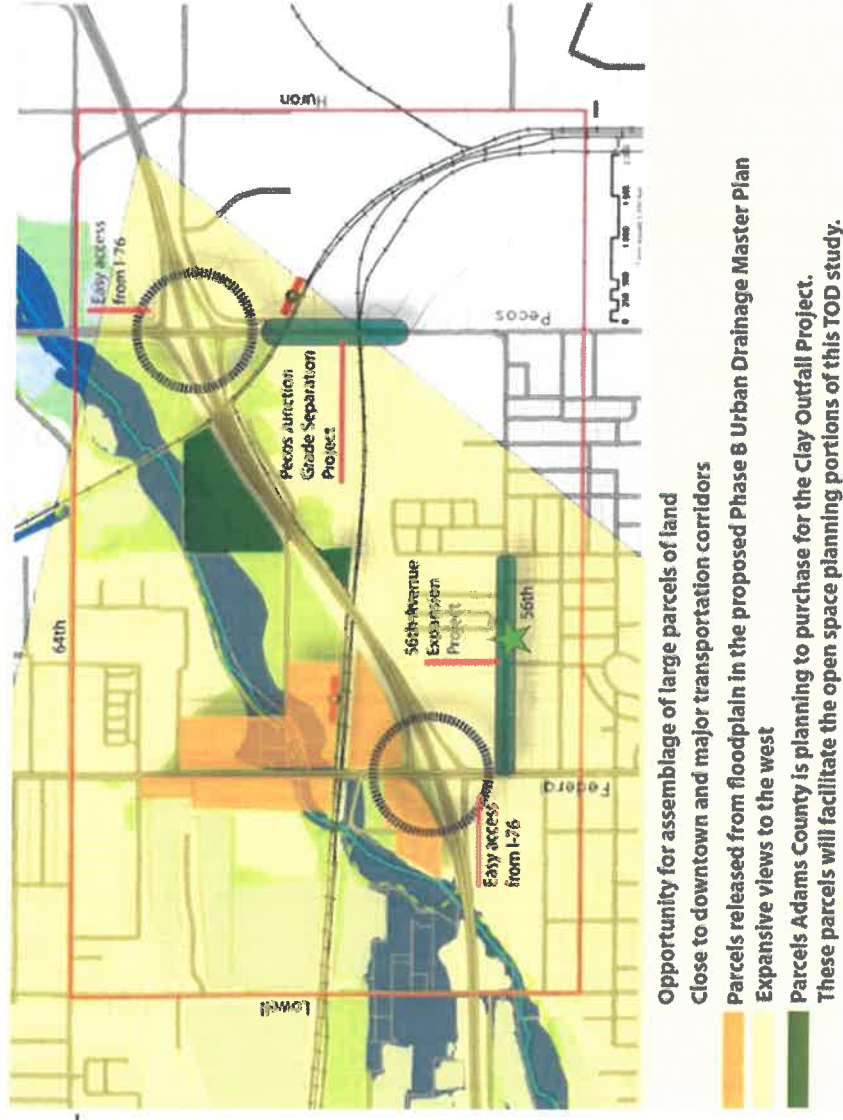
TOD Zone District

- **Clear Creek Valley TOD Plan:** Parcels are within 1/2 mile radius of Clear Creek Federal Station.
- **Purpose:** Per the Adams County Development Standards and Regulations last updated 11/9/21, TOD zone districts "encourage compact urban growth patterns, provide opportunities for increased transportation mode choice, reduce reliance on automobiles, and create a safe and pleasant pedestrian environment."
- **Permitted Uses:** Townhomes/Rowhomes and Duplexes are all permitted uses within TOD Zone district.
- **Density:** Minimum density identified as 12 DU/acre. Our proposed density is 14.1 DU/acre.

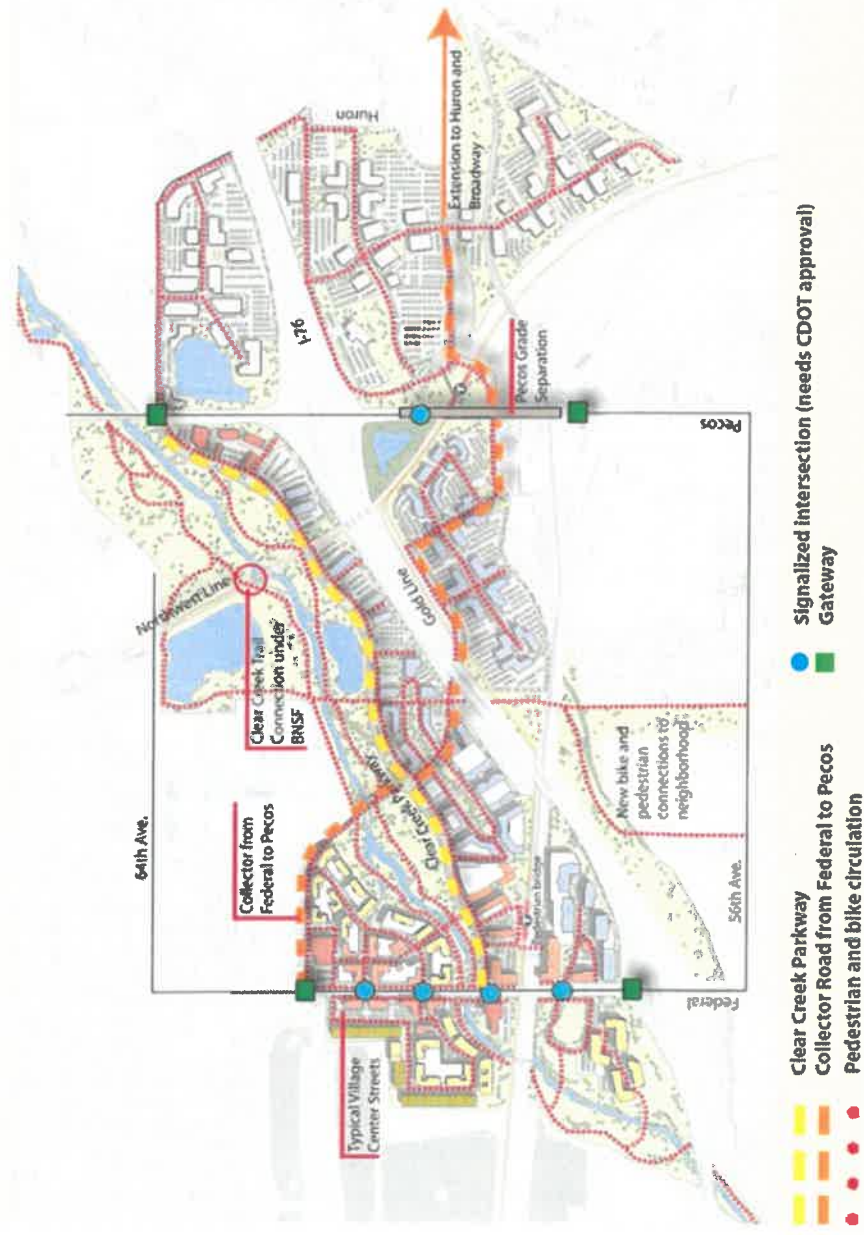


Adams County Clear Creek Valley TOD Plan

- 56th Avenue highlighted in the Clear Creek Transit Village Vision Plan as opportunity to assemble large parcels of land.
- Site specific development plans are supportive of the future connectivity plans identified on the next slide.



Adams County Clear Creek Valley TOD Plan





Adams County Comprehensive Plan

Residential Medium (RM)	Standards	
	Typical Zone Districts	R-1-C, R-2, R-3
	Dwelling Units per Acre	6-20
	Ideal Mobility	Frequent transit, protected, separated, or shared bicycle infrastructure, sidewalks with limited curb cuts, connected street pattern (local streets, collectors and limited on arterials).
	Land Use Adjacencies	Integrated with: <ul style="list-style-type: none"> • Commercial • Institutional • Mixed Use • Mixed Use Commercial (limited) • Parks and Open Space • Residential High • Residential Low
2012 Land Use Category		Urban Residential



The Residential Medium land use category functions as a transitional category between higher and lower density. Although some single-family housing may be located in this district, it is primarily reserved for lower density multifamily housing such as fourplexes, cottage courts, and small townhome complexes.

CONCEPT PLAN 34 UNITS
 30 TOWNHOMES (3 TO 5 PLEX BLDGS WITH 3-STORY) + 4 DUPLEX UNITS (3-STORY)
 2.41 AC +/- 14.11 DU/AC



Representative Projects



Thank you for your time this evening.
Any questions or comments?

nick.thomas@bradburycompanies.com
(720) 599-3577



8. Proof of Ownership

BRADBURY PROPERTIES, INC.
5050 S SYRACUSE STREET, #785
DENVER, COLORADO 80237
303-708-1105
303-708-8819 (FAX)

March 28, 2023

Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

APPLICATION FOR REZONING – LETTER OF AUTHORIZATION

Bradbury Properties, Inc. ("BPI") as fee title owner of the following parcel:

THE WEST 100 FEET OF THE SOUTH 312.62 FEET OF THE NORTH 327.62
FEET OF PLOT 3, WESTMOORLAND, COUNTY OF ADAMS, STATE OF
COLORADO (the "Property")

hereby consents to the inclusion of the Property in an application for rezoning submitted by BP Chaffee, LLC and further hereby authorizes Susan Wade and Travis Frazier of Redland and its employees and contractors, Stephanie Stewart, and/or Nick Thomas to act on behalf of BPI in submitting and processing the application for rezoning of the Property (Presubmittal No. PRE2022-00041). Please feel free to contact me should you have any questions regarding this authorization.

Very truly yours,



Thomas H. Bradbury, Jr.,
President

WHEN RECORDED RETURN TO:
Bradbury Properties, Inc.
5050 S. Syracuse St., Suite 785
Denver, CO 80237



First American

File Number: 5512-3841305

SPECIAL WARRANTY DEED

THIS DEED, Made this Fourteenth day of March, 2022, between **Rocky Top Investment Group, LLC, a Colorado limited liability company** duly organized and existing under and by virtue of the laws of the State of Colorado, grantor, and **Bradbury Properties, Inc., a Colorado corporation** whose legal address is 5050 S. Syracuse St., Suite 785, Denver, CO 80237 of the County of Adams and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of **FIVE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$520,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described as follows:

THE WEST 100 FEET OF THE SOUTH 312.62 FEET OF THE NORTH 327.62 FEET OF PLOT 3, WESTMOORLAND, COUNTY OF ADAMS, STATE OF COLORADO.

also known by street and number as: **2590 West 56th Avenue, Denver, CO 80221**

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


TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee his heirs, and assign forever. The grantor for his heirs and personal representatives or successors, does covenant and agree that this shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor except general taxes for the current year and subsequent years, and subject to statutory exceptions.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Doc Fee: \$52.00

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its **Managing Member**, and its corporate seal to be hereunto affixed, attested by its **Managing Member**, the day and year first above written.

Rocky Top Investment Group, LLC, a Colorado
limited liability company

By: 
Name: Graham Mueller
Title: Managing Member

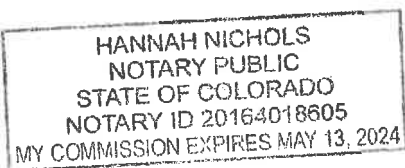
State of **Colorado**)
County of ARAPAHOE)ss
)

The foregoing instrument was acknowledged to before me this Fourteenth day of March, 2022 by **Graham Mueller**, the **Managing Member** of **Rocky Top Investment Group, LLC, a Colorado limited liability company**.

Witness my hand and official seal.

My commission expires: May 13, 2024


Notary Public



Fidelity National Title



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: March 31, 2023

FILE NUMBER: 100-N0042459-030-TE1

PROPERTY ADDRESS: 2590 W 56th Ave, Denver, CO 80221-1812

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

OWNER(S): Bradbury Properties, Inc. a Colorado corporation

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0104622 / 0182517102024

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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

TO: Escrow Officer

ATTN: Tammi Ellis
PHONE: (303) 942-2202
FAX: (303) 628-1671
E-MAIL: Tammi.Ellis@fnf.com

Escrow Assistant

ATTN:
PHONE:
E-MAIL:

Title Officer

ATTN: Heather Warren
PHONE: (303) 291-9853
E-MAIL: heather.warren@fnf.com

Sales Executive

ATTN: Erin Kelley
E-MAIL: Erin.Kelley@fnf.com

TO: National Commercial Services Downtown
1401 17th St
#480
Denver, CO 80202

ATTN: Tammi Ellis
PHONE: (303) 942-2200
FAX: (303) 628-1671
E-MAIL: Tammi.Ellis@fnf.com

END OF TRANSMITTAL



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

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

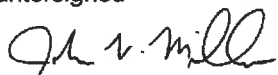
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

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

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 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.

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

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Page 1



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 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.

- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (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 HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 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.



Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 1401 17th Street, Suite 480, Denver, CO 80202
Loan ID Number:
Issuing Office File Number: 100-N0042459-030-TE1
Property Address: 2590 W 56th Ave, Denver, CO 80221-1812
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **March 28, 2023**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: **Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below**
Proposed Policy Amount: **\$TBD**
 - (b) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
 - (c) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
Bradbury Properties, Inc. a Colorado corporation
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 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 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.

SCHEDULE A
(Continued)

PREMIUMS:

ALTA Owners Policy 6-17-06	TBD
Owners Extended Coverage	95.00
39-06 Policy Authentication	0.00
Tax certificate	18.00

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EXHIBIT A
LEGAL DESCRIPTION

The West 100 Feet of the South 312.62 Feet of the North 327.62 feet of Plot 3,
[Westmoorland](#), County of Adams, State of Colorado

FOR INFORMATIONAL PURPOSES ONLY: Assessor Parcel No. R0104622 / 0812517102024

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- e. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Bradbury Properties, Inc. a Colorado corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

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

Party(s): Bradbury Properties, Inc. a Colorado corporation

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

- h. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

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SCHEDULE B
PART I – Requirements
(Continued)

i. Furnish for recordation a full release of deed of trust:

Amount: \$364,000.00
Dated: August 5, 2022
Trustor/Grantor: Bradbury Properties, Inc. a Colorado corporation
Trustee: Public Trustee of Adams County, Colorado
Beneficiary: Inbank
Recording Date: August 16, 2022
Recording No: [Reception No. 2022000069607](#)

Assignment of Rents

Recording Date: August 16, 2022
Recording No: [Reception No. 2022000069608](#)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Special Warranty Deed from Rocky Top Investment Group, LLC, a Colorado limited liability company to Bradbury Properties, Inc. a Colorado corporation recorded March 29, 2022 [Reception No. 2022000027567](#)

END OF REQUIREMENTS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 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.

SCHEDULE B

PART II – EXCEPTIONS

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: Upon satisfaction of all requirements of this commitment, Exception 7 will be amended to read as follows:

7. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

END OF EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 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.

27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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**AWOL HOLDINGS, LLC
20 WEDGE WAY
LITTLETON, COLORADO 80123
(303) 229-0427**

April 14, 2023

Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

APPLICATION FOR REZONING – LETTER OF AUTHORIZATION

Awol Holdings, LLC (“Awol Holdings”) as fee title owner of the following parcel:

THE EAST 93 FEET OF PLOTS 34 AND 35 EXCEPT THE NORTH 15 FEET
OF PLOT 34, RE-SUBDIVISION OF BLOCK 4, WESTMOORLAND,
ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF
ADAMS, STATE OF COLORADO (the “Property”)

hereby consents to the inclusion of the Property in an application for rezoning submitted by BP Chaffee, LLC and further hereby authorizes Susan Wade and Travis Frazier of Redland and its employees and contractors, Stephanie Stewart, and/or Nick Thomas to act on behalf of Awol Holdings in submitting and processing the application for rezoning of the Property (Presubmittal No. PRE2022-00041). Please feel free to contact me should you have any questions regarding this authorization.

Very truly yours,



Austin Sittko,
Manager



Order No.: 150-F06225-22

Doc Fee: \$54.50

SPECIAL WARRANTY DEED

THIS DEED, Made this 21st day of April, 2022, between

Panthera Group LLC

of the County of Douglas and State of Colorado, grantor(s),
and

AWOL Holdings, LLC

whose legal address is **2600 West 56th Avenue, Denver, CO 80221-1800**

of the County of Adams and State of COLORADO, grantees:

WITNESS, That the grantor(s), for and in consideration of the sum of **Five Hundred Forty-Five Thousand And No/100 Dollars (\$545,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the City of Denver, County of Adams, State of COLORADO, described as follows:

The East 93 feet of Plots 34 and 35 except the North 15 feet of Plot 34, Re-Subdivision of Block 4, Westmoorland, according to the recorded plat thereof,
County of Adams, State of Colorado.

also known by street and number as **2600 West 56th Avenue, Denver, CO 80221-1800**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), his heirs, and assigns forever. The grantor(s), for himself, his heirs and personal representatives or successors, does covenant and agree that he shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor(s).

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor(s) has executed this deed on the date set forth above.

GRANTOR:

Panthera Group LLC

BY: 

Scott Kimball, Owner

STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was acknowledged before me this 21st day of April, 2022, by Scott Kimball, Owner, of Panthera Group LLC, a Limited Liability Corporation.


Notary Public

My Commission Expires: _____

(SEAL)

GARRETT MICHAEL GOINGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154021259
MY COMMISSION EXPIRES MAY 29, 2023

Deed (Special Warranty - Legal)

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: March 31, 2023

FILE NUMBER: 100-N0042458-030-TE1

PROPERTY ADDRESS: 2600 West 56th Avenue, Denver, CO 80221-1800

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

OWNER(S): AWOL Holdings LLC, a Colorado limited liability company

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0104623

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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

TO: Escrow Officer

ATTN: Tammi Ellis
PHONE: (303) 942-2202
FAX: (303) 628-1671
E-MAIL: Tammi.Ellis@fnf.com

Escrow Assistant

ATTN:
PHONE:
E-MAIL:

Title Officer

ATTN: Heather Warren
PHONE: (303) 291-9853
E-MAIL: heather.warren@fnf.com

Sales Executive

ATTN: Erin Kelley
E-MAIL: Erin.Kelley@fnf.com

TO: National Commercial Services Downtown
1401 17th St
#480
Denver, CO 80202

ATTN: Tammi Ellis
PHONE: (303) 942-2200
FAX: (303) 628-1671
E-MAIL: Tammi.Ellis@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

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

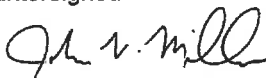
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

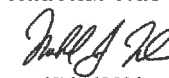
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 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.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

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

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- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (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 HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 1401 17th Street, Suite 480, Denver, CO 80202
Loan ID Number:
Issuing Office File Number: 100-N0042458-030-TE1
Property Address: 2600 West 56th Avenue, Denver, CO 80221-1800
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **March 28, 2023**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: **Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below**
Proposed Policy Amount: \$TBD
 - (b) None
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (c) None
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee simple
4. The Title is, at the Commitment Date, vested in:
AWOL Holdings LLC, a Colorado limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Owners Policy	TBD
Deletion of 1-4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	95.00
ALTA 39-06 - Policy Authentication	0.00
Tax Certificate	18.00

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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Page 2



EXHIBIT A
LEGAL DESCRIPTION

The East 93 feet of Plots 34 and 35 except the North 15 feet of Plot 34, Re-Subdivision of Block 4, Westmoorland, according to the recorded plat thereof, County of Adams, State of Colorado.

For Informational Purposes: APN: 0182517102025

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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Page 3



SCHEDULE B
PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: AWOL Holdings LLC, a Colorado limited liability company

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

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

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

Party(s): AWOL Holdings LLC, a Colorado limited liability company

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

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SCHEDULE B
PART I – Requirements
(Continued)

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

Amount:	\$539,000.00
Dated:	April 20, 2022
Trustor/Grantor:	AWOL Holdings LLC, a Colorado limited liability company
Trustee:	Public Trustee of Adams County, Colorado
Beneficiary:	Steven G. Sittko and Rochelle L. Sittko
Loan No.	None shown
Recording Date:	April 26, 2022
Recording No:	Reception No. 2022000036697

- h. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- i. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Special Warranty Deed from Panthera Group LLC to AWOL Holdings LLC recorded April 26, 2022 [Reception No. 2022000036695](#)

END OF REQUIREMENTS

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SCHEDULE B

PART II – EXCEPTIONS

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

7. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable law, as set forth in the document recorded in [Book 210 at Page 454](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part 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.



SCHEDULE B
PART II – Exceptions
(Continued)

9. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: January 4, 1928
Recording No.: Plat [Book 3 at Page 76](#)

END OF EXCEPTIONS

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PAMELA K TANNER
28947 CLOVERLANE
EVERGREEN, CO 80439

March 23, 2023

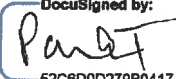
Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

Re: Conceptual Site Plan

I, Pamela K. Tanner, as fee title owner of real property described as follows: BLOCK 4, LOT 40, WESTMOORLAND SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO also commonly known as 2601 W. 55th Avenue, Denver, Colorado 80221 (the "Property") that is part of the assemblage included in the Conceptual Site Plan for Chaffee Park prepared by Redland, hereby authorize Redland and its employees and contractors, Stephanie Stewart, Austin Sittko and/or Nick Thomas to act on behalf of me in submitting and processing the above mentioned Conceptual Site Plan with Adams County. Please feel free to contact me should you have any questions regarding this authorization.

Very truly yours,

Pamela K. Tanner

DocuSigned by:

52C8D0D279B0417...

NO DOC FEE REQUIRED

P.T

RECORDED AS RECEIVED

Recording requested by: _____

Space above reserved for use by Recorder's Office

When recorded, mail to:

Document prepared by:

Name: Pamela K Tanner

Name: Don Tanner

Address: 2847 Clover Lane

Address: 2601 W 55th Ave

City/State/Zip: Golden CO 80439

City/State/Zip: Denver CO 80221

Property Tax Parcel/Account Number: SUB Westmoorland RESUBD BLK 4

R LOT 40

Quitclaim Deed

This Quitclaim Deed is made on 01/17/12, between Don and Barbara Tanner, Grantor, of 2601 W 55th Ave, City of Denver, State of Colorado 80221, and Pamela K. Tanner, Grantee, of 2847 Clover Lane, City of Evergreen, State of Colorado 80439.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 2601 West 55th Avenue - Adams County, City of unincorporated, State of Colorado 80221.

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.

Taxes for the tax year of 2012 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Dated: 1/17/12

Don Tanner (as Grantor) Barbara K Tanner
Signature of Grantor

Don Tanner Barbara Tanner
Name of Grantor

Tammy S. Campbell
Signature of Witness #1

Tammy S. Campbell
Printed Name of Witness #1

Robert V. Hackenberg
Signature of Witness #2

Robert V. Hackenberg
Printed Name of Witness #2

State of Colorado County of Adams
On 1/17/12, the Grantor, Don Tanner & Barbara Tanner
personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence.

Alan Crow
Notary Signature

Notary Public,
In and for the County of Adams State of Colorado
My commission expires: 4/7/15



Send all tax statements to Grantee.

My Commission Expires: 04/07/2015

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: April 14, 2023

FILE NUMBER: 100-N0042613-030-TE1

PROPERTY ADDRESS: 2601 West 55th Avenue, Denver, CO 80221-1613

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

OWNER(S): Pamela K. Tanner

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0104609 / 0182517102008

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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

TO: Escrow Officer

ATTN: Tammi Ellis
PHONE: (303) 942-2202
FAX: (303) 628-1671
E-MAIL: Tammi.Ellis@fnf.com

Escrow Assistant

ATTN:
PHONE:
E-MAIL:

Title Officer

ATTN: Heather Warren
PHONE: (303) 291-9853
E-MAIL: heather.warren@fnf.com

Sales Executive

ATTN: Erin Kelley
E-MAIL: Erin.Kelley@fnf.com

TO: National Commercial Services Downtown
1401 17th St
#480
Denver, CO 80202

ATTN: Tammi Ellis
PHONE: (303) 942-2200
FAX: (303) 628-1671
E-MAIL: Tammi.Ellis@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

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

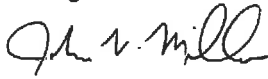
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY


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

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

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a 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 shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

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

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- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (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 HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 1401 17th Street, Suite 480, Denver, CO 80202
Loan ID Number:
Issuing Office File Number: 100-N0042613-030-TE1
Property Address: 2601 West 55th Avenue, Denver, CO 80221-1613
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **April 7, 2023**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: **Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below**
Proposed Policy Amount: \$100,000.00
 - (b) None
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (c) None
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
A Fee Simple
4. The Title is, at the Commitment Date, vested in:
Pamela K. Tanner
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Owners Policy	2,993.00
ALTA 39-06 - Policy Authentication	0.00
Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	95.00
Tax Certificate	13.50

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

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EXHIBIT A
LEGAL DESCRIPTION

Plot 40, Re-Subdivision of Block 4 Westmoorland, County of Adams, State of Colorado.

For Informational Purposes Only

Tax ID No.: R0104609 / 0182517102008

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Pamela K. Tanner

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

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Exception(s) number(ed) 1 - 4 will not appear on the Owner's Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

None.

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SCHEDULE B
PART I – Requirements
(Continued)

END OF REQUIREMENTS

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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Page 5



SCHEDULE B PART II – EXCEPTIONS

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

7. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.
8. Notes and reservations as shown on the plat of Westmoorland Subdivision:

Recording Date: November 18, 1920
Recording No.: [Plat Book 1 Page 70](#)

9. Notes and reservations as shown on the plat of Re-Subdivision of Block 4 Westmoorland:

Recording Date: January 4, 1928
Recording No.: [Plat Book 3 Page 76](#)

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MARK D WILLIAMS & RACHEL L. THOMPSON
2571 W. 55TH AVE
DENVER, CO 80221

March 23, 2023

Adams County
Community Development
4430 S. Adams County Parkway, Suite W2000
Brighton, Colorado 80601

Re: Conceptual Site Plan

Mark D. Williams and Rachel L. Thompson, as fee title owners of real property described as follows: LOT 1, BECAY SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO also commonly known as 2571 W. 55th Avenue, Denver, Colorado 80221 (the "Property") that is part of the assemblage included in the Conceptual Site Plan for Chaffee Park prepared by Redland, hereby authorize Redland and its employees and contractors, Stephanie Stewart, Austin Sittko and/or Nick Thomas to act on behalf of us in submitting and processing the above mentioned Conceptual Site Plan with Adam County. Please feel free to contact me should you have any questions regarding this authorization.

Very truly yours,

Mark D. Williams

DocuSigned by:
Mark Williams
70C737B0BA3240F...

Rachel L. Thompson

DocuSigned by:
Rachel Williams
22CAAF4D94BE411...

WARRANTY DEED

THIS DEED, Made this 17th day of March, 2003,
between Paula S. Boswell

of the County of Adams and State of Colorado
grantor, and Mark D. Williams and Rachel L. Thompson

whose legal address is 2571 W. 55th Avenue, Denver, CO 80221

of the County of Adams and State of Colorado, grantees:

WITNESS, That the grantor, for and in consideration of the sum of ONE HUNDRED NINETY SIX THOUSAND
AND NO/100-----

-----DOLLARS, (\$196,000.00), the receipt and
sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bar-
gain, sell, convey and confirm, unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy,
all the real property together with improvements, if any, situate, lying and being in the County of Adams
and State of Colorado, described as follows:

West 100 feet of that portion of the South one-half of Plot 3, Westmoorland
remaining after deducting from said Plot 3 a 15 foot strip along the Northern
boundary thereof heretofore conveyed to Adams County for road purposes,
County of Adams, State of Colorado

FIRST AMERICAN



HERITAGE TITLE

also known by street and number as 2571 West 55th Avenue, , Colorado

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

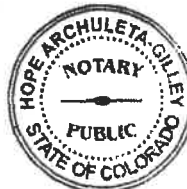
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their
heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and
agree to and with the grantees, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well
seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in
fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form
as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments,
encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due
and payable, and these specific Exceptions described by reference to recorded documents as reflected in the Title
Documents accepted by Buyer in accordance with section 8a [Title Review], of the contract dated

February 20, 2003, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable posses-
sion of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.


Paula S. Boswell

Date
\$19.60
State Doc. Fee



My Commission Expires June 27, 2006

STATE OF COLORADO

COUNTY OF ADAMS

} ss.

The foregoing instrument was acknowledged before me this 17th day of March, 2003, by
Paula S. Boswell

My Commission expires: 6-27-06

Witness my hand and official seal


Notary Public

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: April 14, 2023

FILE NUMBER: 100-N0042612-030-TE1, Amendment No. 1

PROPERTY ADDRESS: 2571 West 55th Avenue, Denver, CO 80221-1611

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

OWNER(S): Mark D. Williams and Rachel L. Thompson

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0104634 / 0182517102039

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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

TO: Escrow Officer

ATTN: Tammi Ellis
PHONE: (303) 942-2202
FAX: (303) 628-1671
E-MAIL: Tammi.Ellis@fnf.com

Escrow Assistant

ATTN:
PHONE:
E-MAIL:

Title Officer

ATTN: Heather Warren
PHONE: (303) 291-9853
E-MAIL: heather.warren@fnf.com

Sales Executive

ATTN: Erin Kelley
E-MAIL: Erin.Kelley@fnf.com

TO: National Commercial Services Downtown
1401 17th St
#480
Denver, CO 80202

ATTN: Tammi Ellis
PHONE: (303) 942-2200
FAX: (303) 628-1671
E-MAIL: Tammi.Ellis@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned

By:

John Miller
Authorized Signature

Fidelity National Title Insurance Company

By:

Michael J. Nolan
President

ATTEST:

Marjorie Nemzura
Secretary

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1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
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- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
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- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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

5. LIMITATIONS OF LIABILITY

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

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- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (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 HAS BEEN ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 100-N0042612-030-TE1, Amendment No. 1
Property Address: 2571 West 55th Avenue, Denver, CO 80221-1611
Revision Number: Amendment No. 1, Amendment Date: April 14, 2023

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **April 6, 2023**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: **Purchaser with contractual rights under a Purchase Agreement with the vested owner identified at Item 4 below**
Proposed Policy Amount: \$100,000.00
 - (b) None
Proposed Insured:
Proposed Policy Amount: \$0.00
 - (c) None
Proposed Insured:
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
A Fee Simple
4. The Title is, at the Commitment Date, vested in:
Mark D. Williams and Rachel L. Thompson
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A
(Continued)**PREMIUMS:**

Owners Policy	1,258.00
ALTA 39-06 - Policy Authentication	0.00
Deletion 1 - 3	95.00
Tax Certificate	13.50

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

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EXHIBIT A
LEGAL DESCRIPTION

West 100 feet of that portion of the South One-Half of Plot 3, Westmoorland, remaining after deducting from said Plot 3 a 15 foot strip along the Northern boundary thereof heretofore conveyed to Adams County for road purposes, County of Adams, State of Colorado;

EXCEPT any portion lying within West 55th Avenue.

For Informational Purposes Only

Tax ID No.: R0104634 / 0182517102039

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Mark D. Williams and Rachel L. Thompson

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

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

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

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

NOTE: The aforementioned Requirement is necessary due to historical errors; in particular as to the South 5 feet of subject property.

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B
PART I – Requirements
(Continued)

h. Furnish for recordation a full release of deed of trust:

Amount: \$192,971.00
Dated: March 17, 2003
Trustor/Grantor: Rachel L. Thompson and Mark D. Williams
Trustee: Adams
Beneficiary: National City Mortgage Co dba Commonwealth United Mortgage Company
Recording Date: March 21, 2003
Recording No.: [Reception No. C1113423](#)

Loan Modification Agreement (Deed of Trust):

Recording Date: October 9, 2014
Recording No.: [Reception No. 2014000069864](#)

i. Furnish for recordation a full release of deed of trust:

Amount: \$44,177.67
Dated: October 21, 2005
Trustor/Grantor: Mark D. Williams and Rachel L. Thompson aka Rachel L. Williams
Trustee: Adams
Beneficiary: Beneficial Mortgage Co. of Colorado
Recording Date: November 16, 2005
Recording No.: [Reception No. 20051116001264680](#)

Assignment of Deed of Trust:

Recording Date: February 10, 2015
Recording No.: [Reception No. 2015000009195](#)

For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Exception(s) number(ed) 1 – 3 will not appear on the Owner's Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

None.

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SCHEDULE B
PART I – Requirements
(Continued)

END OF REQUIREMENTS

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B

PART II – EXCEPTIONS

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.
9. The effect of Monumented Land Survey:

Recording Date: August 2, 1993
Recording No.: [Reception No. B1162521](#)

10. Easements and notes as shown on the plat of Becay Subdivision:

Recording Date: January 20, 1994
Recording No.: [Reception No. B1212715](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

11. Notes and reservations as shown on the plat of Westmoorland Subdivision:

Recording Date: November 18, 1920
Recording No.: [Plat Book 1 Page 70](#)

END OF EXCEPTIONS

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AMERICAN
LAND TITLE
ASSOCIATION



9. Proof of Water and Sewer Services

**BERKELEY WATER AND SANITATION DISTRICT
4455 WEST 58th AVENUE, UNIT A
ARVADA, COLORADO 80002
303-477-1914
Email: berkeleywater@gmail.com**

11/29/2022

Renovar Inc
ATTN: Austin Sittko
2401 S Downing St
Denver, CO 80210

Re: 2590 & 2600 W 56th Ave
Availability of sanitary sewer services

Dear Austin:

This conditional will serve letter confirms that Berkeley Water and Sanitation District ("District") has the capacity to provide sewer services to above described property (the "Property"), under the following terms and conditions:

1. If any of these conditions are not met, this "will serve" letter will be rescinded and the appropriate parties will be notified that the District can no longer provide sewer service to this property.
2. The District owns an 10" sewer main in W 56th. The property owner may be required to install sewer main extensions, feeding into this present system, to facilitate development, depending upon design.
3. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of any sewer service lines or tapping into any District sewer mains.
4. If a property is removing existing structures, the existing sewer service line(s) must be capped or plugged at the sewer main prior to demolition. The District must be called to observe and inspect this action before further construction begins.
5. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the District. The District may require a review deposit for District costs, including engineering and legal reviews, contract development, construction, observation and

inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

6. If the extension of sewer mains is required, the District's engineering firm must review and approve the designs. The District's review and approval of the construction contract for the extension is also required before the work can commence. A contract must be developed, appropriate Certificates of Insurance presented, and Warranty and Performance Bonds must be posted. In addition, the property owner will be required to dedicate easements for any public improvements.

7. The design specifications for the Project must comply with the District's Rules and Regulations, Adams County Fire Protection District regulations, and Adams County regulations. All sewer service will be subject to the District's Rules and Regulations.

8. Sewer tap fees will be payable to the District, which also collects Metro Water Recovery's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.

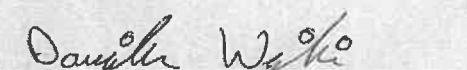
9. No representations are made regarding the availability of water service to the Property.

To reiterate, all costs incurred by the District and fees charged by the District, including without limitation tap fees, review costs, contract development, construction, observation and inspections, are the responsibility of the property owner as a condition of receipt of sewer service. If expenses are incurred and no payment is made, no taps will be issued and a lien will be placed against the property until paid per the District's Rules and Regulations and current Fee Schedule.

This conditional will serve letter is valid through November 29, 2023. If tap fees are not paid by that date, this agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,



BERKELEY WATER AND SANITATION DISTRICT

**BERKELEY WATER AND SANITATION DISTRICT
4455 WEST 58th AVENUE, UNIT A
ARVADA, COLORADO 80002
303-477-1914
Email: berkeleywater@gmail.com**

3/22/2023

Renovar Inc
ATTN: Austin Sittko
2401 S Downing St
Denver, CO 80210

Re: 2571 & 2601 W 55th Ave
Availability of sanitary sewer services

Dear Austin:

This conditional will serve letter confirms that Berkeley Water and Sanitation District ("District") has the capacity to provide sewer services to above described property (the "Property"), under the following terms and conditions:

1. If any of these conditions are not met, this "will serve" letter will be rescinded and the appropriate parties will be notified that the District can no longer provide sewer service to this property.
2. The District owns an 8" sewer main in W 55th. The property owner may be required to install sewer main extensions, feeding into this present system, to facilitate development, depending upon design.
3. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of any sewer service lines or tapping into any District sewer mains.
4. If a property is removing existing structures, the existing sewer service line(s) must be capped or plugged at the sewer main prior to demolition. The District must be called to observe and inspect this action before further construction begins.
5. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the District. The District may require a review deposit for District costs, including engineering and legal reviews, contract development, construction, observation and

inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

6. If the extension of sewer mains is required, the District's engineering firm must review and approve the designs. The District's review and approval of the construction contract for the extension is also required before the work can commence. A contract must be developed, appropriate Certificates of Insurance presented, and Warranty and Performance Bonds must be posted. In addition, the property owner will be required to dedicate easements for any public improvements.

7. The design specifications for the Project must comply with the District's Rules and Regulations, Adams County Fire Protection District regulations, and Adams County regulations. All sewer service will be subject to the District's Rules and Regulations.

8. Sewer tap fees will be payable to the District, which also collects Metro Water Recovery's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.

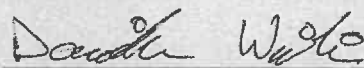
9. No representations are made regarding the availability of water service to the Property.

To reiterate, all costs incurred by the District and fees charged by the District, including without limitation tap fees, review costs, contract development, construction, observation and inspections, are the responsibility of the property owner as a condition of receipt of sewer service. If expenses are incurred and no payment is made, no taps will be issued and a lien will be placed against the property until paid per the District's Rules and Regulations and current Fee Schedule.

This conditional will serve letter is valid through March 22, 2024. If tap fees are not paid by that date, this agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,

A handwritten signature in dark ink, appearing to read "David W. Wyle", is written over a horizontal line.

BERKELEY WATER AND SANITATION DISTRICT



1600 West 12th Ave
Denver, CO 80204-3412
303.628.6000
denverwater.org

December 13, 2022

BP Chaffee, LLC
5050 S Syracuse St., Suite 785
Denver, CO 80237

RE: 2571, 2590, 2600, 2601 W 55th Ave

Dear Nick:

Denver Water has been asked to determine whether the property described on the attached layout Exhibit A is located within Denver Water's service area and eligible to receive water service from Denver Water. This letter verifies that the property is located within the City and County of Denver or one of Denver Water's Total Service Distributor service area.

This property is eligible to receive water. Any project located on the property will be subject to compliance with Denver Water's Operating Rules, Regulations, Engineering Standards and applicable charges. Prior to proceeding with the project, you should determine the regulations and charges that might apply. Please check the fire requirements for the proposed development with the Fire Prevention Bureau and the availability of fire flow from existing mains with Denver Water's Hydraulics Department.

If you have questions, or you would like to schedule a meeting to discuss the proposed project, please contact Denver Water Sales Administration at 303-628-6100 (Option 2).

Sincerely,

Wendy Sutherland

Wendy Sutherland
Sales Administration

Enclosure

CONCEPT PLAN 34 UNITS

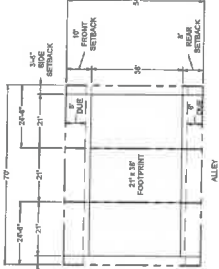
30 TOWNHOMES (3 TO 5 PLEX BLDGS WITH 3-STORY) + 4 DUPLEX UNITS (3-STORY)
2.41 AC +/- 14.11 DU/AC

TOD LOT TYPICALS - NTS

TRANSIT-ORIENTED DEVELOPMENT (TOD) - TWO FAMILY / DUPLEX / TOWNHOME
MINIMUM DENSITY - GROSS: 12 DU/AC (proposed 34 units on 2.41 ac = 14.11 du/ac)

TOWNHOMES

ADAMS COUNTY ZONE DISTRICT DIMENSIONAL REQUIREMENTS:
MINIMUM SETBACKS FOR PRINCIPAL STRUCTURE:
FRONTING LOCAL OR COLLECTOR STREET (MIN/MAX): 5/10 FEET
SIDE OR REAR ADJACENT TO RESIDENTIAL (MIN): 20 FEET
SIDE OR REAR ADJACENT TO RESIDENTIAL (MAX): 20 FEET
SIDE OR REAR ADJACENT TO DEVELOPMENT (MIN): 0 FEET
SIDE OR REAR ADJACENT TO DEVELOPMENT (MAX): 0 FEET
MAXIMUM DWELLING UNIT HEIGHT: 45 FEET - 3-story 45 ft max height proposed



DUPLEX - TO BE ZONED TOD BUT FOLLOW R-3 ZONE STANDARDS AS REQUESTED BY COUNTY STAFF

ADAMS COUNTY ZONE DISTRICT DIMENSIONAL REQUIREMENTS:
RESIDENTIAL MODERATE DENSITY (R-3)

MINIMUM LOT WIDTH: 25 FEET

MINIMUM SETBACKS FOR PRINCIPAL STRUCTURE:

FRONT: 20 FEET

FRONT CORNER: 20 FEET

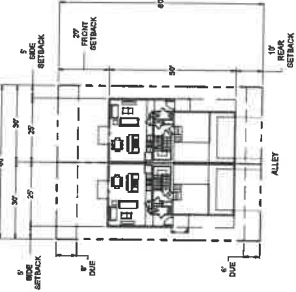
SIDE: 0 FEET ALONG WALLS OF ADJOINING DWELLING UNITS.

5 FEET FROM END UNIT WHEN UNITS ARE LOCATED ON INDIVIDUAL LOTS.

REAR: 20 FEET (WAVES TO 10 FEET)

R.O.W. FOR LOCAL OR COLLECTOR ROAD: 20 FEET

MAXIMUM DWELLING UNIT HEIGHT: 35 FEET - 3-story 35 ft max height proposed



PARKING REQUIRED:

Section 4-12-04-03 Parking Space Required - Multi-family assumes all 3-bedroom units with 2 spaces + 15% of required spaces for guests = Requires 68 spaces and 11 guest spaces = 79 total spaces req.
Each unit shall provide 2 garage spaces plus 12 apron spaces = total of 80 spaces provided for the TOD District.

OPEN SPACE REQUIRED PER TOD DISTRICT REGULATIONS:

20% MIN. (0.482 AC) REQUIRED
23.84% (0.577 AC) OPEN SPACE PROVIDED



CONCEPTUAL SITE PLAN

CHAFFEE PARK

ADAMS COUNTY, COLORADO

DATE: APRIL 18, 2023 (V.8)

CLIENT: BRADBURY COMPANIES

PROJECT NO: 22017.001

AUTHOR: SW





1600 West 12th Ave
Denver, CO 80204 3412
303.628.6000
denverwater.org

3-24-23

Adams County

4430 W Adams County Pkwy
Brighton, CO 80601

RE: 2571 W 55th Ave, Denver, CO 80221
BECAV SUBDIVISION LOT:1

Dear Adams County

Denver Water has been asked to determine whether the property described on the attached layout is located within a Distributor's service area and eligible to receive water service. This letter verifies that the property is located within Berkeley Water & Sewer Distributor service area. This property is eligible to receive water. Any project located on the property will be subject to compliance with Denver Water's Operating Rules, Regulations, Engineering Standards and applicable charges. Prior to proceeding with the project, verify with Berkeley Water & Sewer to determine Distributor's ability to serve, rules and regulations affecting service and an additional applicable charges. Please check the fire requirements for the proposed development with the Fire Prevention Bureau and the availability of fire flow from existing mains with the Distributor's Hydraulics Department or with Denver Water's Hydraulics Department.

If you have questions, or you would like to schedule a meeting to discuss the proposed project, please contact Denver Water Sales Administration at 303-628-6100 (Option 2).

Sincerely,

Jackson Marshall

Digitally signed by: Jackson Marshall
DN: CN = Jackson Marshall email = jackson.
marshall@denverwater.org C = US O = Denver Water
OU = Water Sales/Sales Admin
Date: 2021.05.14 12:43:42 -06'00'

Jackson Marshall
Sales Administration

CONCEPT PLAN 15 UNITS 15 TOWNHOMES (3 TO 4 PLEX BLDGS WITH 3-STORY) 1.5 AC +/- 10 DU/AC



CONCEPTUAL SITE PLAN CHAFFEE PARK ADAMS COUNTY, COLORADO

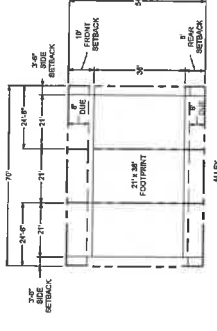
DATE: NOVEMBER 22, 2022 (V.6)
CLIENT: BRADBURY COMPANIES
PROJECT NO: 22017.001
AUTHOR: SW



TOD LOT TYPICAL - NTS

ADAMS COUNTY ZONE DISTRICT DIMENSIONAL REQUIREMENTS:
TRANSIT-ORIENTED DEVELOPMENT (TOD) - TWO FAMILY / DUPLEX / TOWNHOME
MINIMUM DENSITY - GROSS: 12 DU/AC (proposed 15 units on 1.5 ac = 10 du/ac)
MINIMUM SETBACKS FOR PRINCIPAL STRUCTURE:

- FRONTING LOCAL OR COLLECTOR STREET (MIN/MAX): 5/10 FEET
- FRONTING RESIDENTIAL: 10 FEET
- SIDE OR REAR, ADJACENT TO RESIDENTIAL (MIN): 20 FEET
(WAVES TO 3'-6" SIDE SETBACK AND 10' ADJACENT TO EXISTING RESIDENTIAL LOTS)
- SIDE OR REAR, INTERIOR TO DEVELOPMENT (MIN): 0 FEET
- MAXIMUM DWELLING UNIT HEIGHT: 45 FEET - 3-Story 45 ft max height proposed
- PARKING: Section 4-12.04-03 Parking Space Required - Multi-family assumes all 3-bedroom units with 2 spaces + 15% of requires spaces for guests = Requires 30 spaces and 5 guest spaces = 35 total spaces req. Each unit shall provide 2 garage spaces plus 5 apron spaces and 6 on-street spaces = total of 41 spaces provided for the TOD District.





1600 West 12th Ave
Denver, CO 80204-3412
303.628.6000
denverwater.org

3-24-23

Adams County

4430 W Adams County Pkwy
Brighton, CO 80601

RE: 2601 W 55th Ave, Denver, CO 80221
WESTMOORLAND RESUBD BLK 4 LOT:40

Dear Adams County

Denver Water has been asked to determine whether the property described on the attached layout is located within a Distributor's service area and eligible to receive water service. This letter verifies that the property is located within Berkeley Water & Sewer Distributor service area. This property is eligible to receive water. Any project located on the property will be subject to compliance with Denver Water's Operating Rules, Regulations, Engineering Standards and applicable charges. Prior to proceeding with the project, verify with Berkeley Water & Sewer to determine Distributor's ability to serve, rules and regulations affecting service and an additional applicable charges. Please check the fire requirements for the proposed development with the Fire Prevention Bureau and the availability of fire flow from existing mains with the Distributor's Hydraulics Department or with Denver Water's Hydraulics Department.

If you have questions, or you would like to schedule a meeting to discuss the proposed project, please contact Denver Water Sales Administration at 303-628-6100 (Option 2).

Sincerely,

Jackson Marshall

Digitally signed by: Jackson Marshall
DN: CN = Jackson Marshall email = jackson.
marshall@denverwater.org C = US O = Denver Water
OU = Water Sales/Sales Admin
Date: 2021.05.14 12:43:42 -05'00'

Jackson Marshall
Sales Administration

10:26

Kingdom Hall of
Jehovah's Witnesses
Busier than usual

W 56th Ave

W 56th Ave

Clay St

Bryant St

2601 W 55th Ave

GBG Con
& Constr

Cottonwood Customs

Clay St

Bryant St

Beach St

Alcott St

W 54th Ave

253 Apart

Berkeley
Hills Park

Columbine Ln

Centurylink Real Estate

outs

Google

Stowing

Columbine Ln

© 2014 Google

10. Legal Description

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

THE WEST 100 FEET OF THE SOUTH 312.62 FEET OF THE NORTH 327.62 FEET OF PLOT 3, WESTMOORLAND, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL 2:

THE EAST 93 FEET OF PLOTS 34 AND 35 EXCEPT THE NORTH 15 FEET OF PLOT 34 RESUBDIVISION OF BLOCK 4, WESTMOORLAND, ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF ADAMS, STATE OF COLORADO

PARCEL 3:

WEST 100 FEET OF THAT PORTION OF THE SOUTH ONE-HALF OF PLOT 3, WESTMORELAND, REMAINING AFTER DEDUCTING FROM SAID PLOT 3 A 15 FOOT STRIP ALONG THE NORTHERN BOUNDARY THEREOF HERETOFORE CONVEYED TO ADAMS COUNTY FOR ROAD PURPOSES, COUNTY OF ADAMS, STATE OF COLORADO; EXCEPT ANY PORTION LYING WITHIN WEST 55TH AVENUE.
ALSO KNOWN AS 2571 W. 55TH AVENUE, DENVER, COLORADO 80221

PARCEL 4:

WESTMOORLAND RESUBDIVISION, BLOCK 4, LOT 40, CITY AND COUNTY OF ADAMS, STATE OF COLORADO ALSO KNOWN AS 2601 W. 55TH AVENUE, DENVER, COLORADO 80221

11. Certificate of Taxes Paid



TREASURER & PUBLIC TRUSTEE

ADAMS COUNTY, COLORADO

Certificate Of Taxes Due

Account Number R0104609
Parcel 0182517102008
Assessed To
TANNER PAMELA K
2601 W 55TH AVE
DENVER, CO 80221-1613

Certificate Number 2023-230999
Order Number
Vendor ID
Nick Thomas

Legal Description				Situs Address	
SUB: WESTMOORLAND RESUBD BLK 4 LOT: 40				2601 W 55TH AVE	
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$3,329.62	\$33.30	\$0.00	\$0.00	\$3,362.92
Total Tax Charge					\$3,362.92
Grand Total Due as of 05/30/2023					\$3,362.92

Tax Billed at 2022 Rates for Tax Area 480 - 480

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$98.54	RES IMPRV LAND	\$115,000	\$7,990
BERKELEY WATER & SANITATION	3.1060000*	\$84.67	SINGLE FAMILY RES	\$277,276	\$19,270
ADAMS COUNTY FIRE PROTECTIO	17.5540000	\$478.52	Total	\$392,276	\$27,260
ADAMS COUNTY	26.9670000	\$735.13			
HYLAND HILLS PARK & RECREAT	5.1240000	\$139.68			
SD 50	64.7770000	\$1,765.82			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$2.73			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$24.53			
Taxes Billed 2022	122.1430000	\$3,329.62			

* Credit Levy

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

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

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

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

nullMay 30, 2023 9:54:57 AM

Page 1 of 2



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

I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY,
Alexander L Villagran

4430 S. Adams County Parkway
Brighton, CO 80601

A handwritten signature in black ink, appearing to read "Alexander L. Villagran", is written over the printed name.





TREASURER & PUBLIC TRUSTEE

ADAMS COUNTY, COLORADO

Certificate Of Taxes Due

Account Number R0104634
Parcel 0182517102039
Assessed To
WILLIAMS MARK D AND
C/O: THOMPSON RACHEL L
2571 W 55TH AVE
DENVER, CO 80221-1611

Certificate Number 2023-230998
Order Number
Vendor ID
Nick Thomas

Legal Description				Situs Address	
SUB: BECAY SUBDIVISION LOT: 1				2571 W 55TH AVE	
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$4,141.86	\$0.00	\$0.00	(\$2,070.93)	\$2,070.93
Total Tax Charge					\$2,070.93
First Half Due as of 05/30/2023					\$0.00
Second Half Due as of 05/30/2023					\$2,070.93

Tax Billed at 2022 Rates for Tax Area 480 - 480

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$122.58	RES IMPRV LAND	\$161,000	\$11,190
BERKELEY WATER & SANITATION	3.1060000*	\$105.32	SINGLE FAMILY RES	\$326,923	\$22,720
ADAMS COUNTY FIRE PROTECTIO	17.5540000	\$595.25	Total	\$487,923	\$33,910
ADAMS COUNTY	26.9670000	\$914.46			
HYLAND HILLS PARK & RECREAT	5.1240000	\$173.75			
SD 50	64.7770000	\$2,196.59			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$3.39			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$30.52			
Taxes Billed 2022	122.1430000	\$4,141.86			
* Credit Levy					

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

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

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

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real



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

property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY,
Alexander L Villagran

4430 S. Adams County Parkway
Brighton, CO 80601

A handwritten signature in cursive script, appearing to read "Alexander L. Villagran".





TREASURER & PUBLIC TRUSTEE

ADAMS COUNTY, COLORADO

Certificate Of Taxes Due

Account Number R0104623
Parcel 0182517102025
Assessed To
AWOL HOLDINGS LLC
2600 W 56TH AVE
DENVER, CO 80221-1800

Certificate Number 2023-225902
Order Number
Vendor ID
Stephanie Stewart

Legal Description

SUB: WESTMOORLAND RESUBD OF DESC: E 93 FT OF LOTS 34 AND 35 EXC N 15 FT OF LOT 34 RESUBD OF BLK 4

Situs Address

2600 W 56TH AVE

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$2,599.20	\$0.00	\$0.00	\$0.00	\$2,599.20
Total Tax Charge					\$2,599.20
Grand Total Due as of 02/09/2023					\$2,599.20

Tax Billed at 2022 Rates for Tax Area 480 - 480

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$102.05	RES IMPRV LAND	\$115,000	\$7,990
BERKELEY WATER & SANITATION	3.1060000*	\$87.68	SINGLE FAMILY RES	\$291,230	\$20,240
ADAMS COUNTY FIRE PROTECTIO	17.5540000	\$495.55	Total	\$406,230	\$28,230
ADAMS COUNTY	26.9670000	\$761.29			
HYLAND HILLS PARK & RECREAT	5.1240000	\$144.65			
SD 50	64.7770000	\$1,828.65			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$2.82			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$25.41			
Taxes Billed 2022	122.1430000	\$3,448.10			
Senior		(\$848.90)			
Net Taxes Billed for 2022		\$2,599.20			
* Credit Levy					

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

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

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

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



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

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.

Culpepper, J.D.

4430 S. Adams County Parkway

Brighton, CO 80601

A handwritten signature in cursive script, likely belonging to J.D. Culpepper.





TREASURER & PUBLIC TRUSTEE

ADAMS COUNTY, COLORADO

Certificate Of Taxes Due

Account Number R0104622

Parcel 0182517102024

Assessed To

BRADBURY PROPERTIES INC
5050 S SYRACUSE ST STE 785
DENVER, CO 80237-3378

Certificate Number 2023-225903

Order Number

Vendor ID

Stephanie Stewart

Legal Description

SUB:WESTMOORLAND DESC: W 100 FT OF THE S 312/62 FT OF THE N 327/62 FT OF PLOT 3

Situs Address

2590 W 56TH AVE

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$3,291.76	\$0.00	\$0.00	\$0.00	\$3,291.76
Total Tax Charge					\$3,291.76
Special Assessment: ADAMS COUNTY SPECIAL ASSESSMENTS - STORMWATER					
2022	\$86.06	\$0.00	\$0.00	\$0.00	\$86.06
Total Special Assessment: ADAMS COUNTY SPECIAL ASSESSMENTS - STORMWATER					\$86.06
Special Assessment: TREASURER'S FEE SWU					
2022	\$8.61	\$0.00	\$0.00	\$0.00	\$8.61
Total Special Assessment: TREASURER'S FEE SWU					\$8.61
GRAND TOTAL					\$3,386.43
Grand Total Due as of 02/09/2023					\$3,386.43

TREASURER'S FEE SWU

\$8.61

Tax Billed at 2022 Rates for Tax Area 480 - 480

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$97.42	RES IMPRV LAND	\$115,000	\$7,990
BERKELEY WATER & SANITATION	3.1060000*	\$83.71	SINGLE FAMILY RES	\$272,743	\$18,960
ADAMS COUNTY FIRE PROTECTIO	17.5540000	\$473.08	Total	\$387,743	\$26,950
ADAMS COUNTY	26.9670000	\$726.76			
HYLAND HILLS PARK & RECREAT	5.1240000	\$138.09			
SD 50	64.7770000	\$1,745.74			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$2.70			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$24.26			
Taxes Billed 2022	122.1430000	\$3,291.76			

* Credit Levy

ADAMS COUNTY SPECIAL ASSESSMENTS - STORMWATER

\$86.06

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

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

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

nullFeb 9, 2023 9:50:16 AM

Page 1 of 2



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

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.
Culpepper, J.D.

4430 S. Adams County Parkway
Brighton, CO 80601

Lisa L. Culpepper



12. Certificate of Notice to Mineral Estate Owners

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, BP Chaffee, LLC
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:

Physical Address: 2590 W. 56th Avenue; 2600 W. 56th Avenue; 2571 W. 55th Avenue; 2601 W. 55th Avenue, Denver, CO 80221

Legal Description: See Attached Exhibit

Parcel #(s): 0182517102024; 0182517102025; 0182517102039; 0182517102008

(PLEASE CHECK ONE):

_____ On the _____ day of _____, 20____, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

X _____ or
I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: 5/25/23

Applicant: BP Chaffee, LLC

By: _____

Print Name: Thomas H. Bradbury, Jr. - Manager

Address: 5050 S. Syracuse St., Ste 785

Denver, CO 80237

STATE OF COLORADO)

)

COUNTY OF ADAMS)

Subscribed and sworn to before me this 25 day of May, 2023, by
Thomas H. Bradbury Jr.

Witness my hand and official seal.

My Commission expires: 7/8/2025

Karla Stratton
Notary Public

KARLA STRATTON NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19934007976 MY COMMISSION EXPIRES JULY 08, 2025
--

After Recording Return To:

Name and Address of Person Preparing Legal Description:

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

13. Certificate of Surface Development

NOT APPLICABLE

APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT,
PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

I/We, _____,
_____, (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:

Physical Address: 2590 W. 56th Ave.; 2600 W. 56th Ave.; 2571 W. 55th Ave; 2601 W. 55th Ave., Denver, CO 80221

Legal Description: _____

Parcel #(s): 0182517102024; 0182517102025; 0182517102039018; 0182517102008

With respect to qualifying surface developments, that (PLEASE CHECK ONE):

_____ No mineral estate owner has entered an appearance or filed an objection to the proposed application for development within thirty days after the initial public hearing on the application; or

_____ The Applicant and any mineral estate owners who have filed an objection to the proposed application for development or have otherwise filed an entry of appearance in the initial public hearing regarding such application no later than thirty days following the initial public hearing on the application have executed a surface use agreement related to the property included in the application for development, the provisions of which have been incorporated into the application for development or are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located so as to provide notice to transferees of the Applicant, who shall be bound by such surface use agreements; or

_____ The application for development provides:

- (i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;
- (ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and
- (iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: _____ Applicant: _____

After Recording Return To:

By: _____
Print Name: _____
Address: _____
