



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 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:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature

5595 FEDERAL PLAT CORRECTION

A REPLAT OF PLOTS 1 AND 2, ROSEBUD GARDENS, AND A PORTION OF THE NORTHWEST 1/4 SECTION 17,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO
SHEET 1 OF 2

OWNERSHIP AND DEDICATION CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT ARMSTRONG COMMERCIAL SERVICES, LLC, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

PLOTS 1 AND 2, TOGETHER WITH THAT PORTION OF VACATED STRIP LYING NORTH OF AND BETWEEN THE EAST AND WEST LINES OF SAID PLOT 1, EXTENDED NORTHERLY TO THE NORTH LINE OF THE NW1/4 OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST, EXCEPT THE EAST 10 FEET THEREOF, ROSEBUD GARDENS, COUNTY OF ADAMS, STATE OF COLORADO.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF **5595 FEDERAL PLAT CORRECTION** AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE EASEMENTS AS SHOWN, FOR PUBLIC UTILITY, CABLE TV AND DETENTION POND AREAS, DRAINAGE AND OTHER PUBLIC PURPOSES AS DETERMINED BY THE COUNTY OF ADAMS.

OWNER:

ARMSTRONG COMMERCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

AS: _____

NOTARIAL CERTIFICATE

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING CERTIFICATION OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED

BEFORE ME THIS _____ DAY OF _____, A.D. 20____,

BY _____, AS _____ OF ARMSTRONG COMMERCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

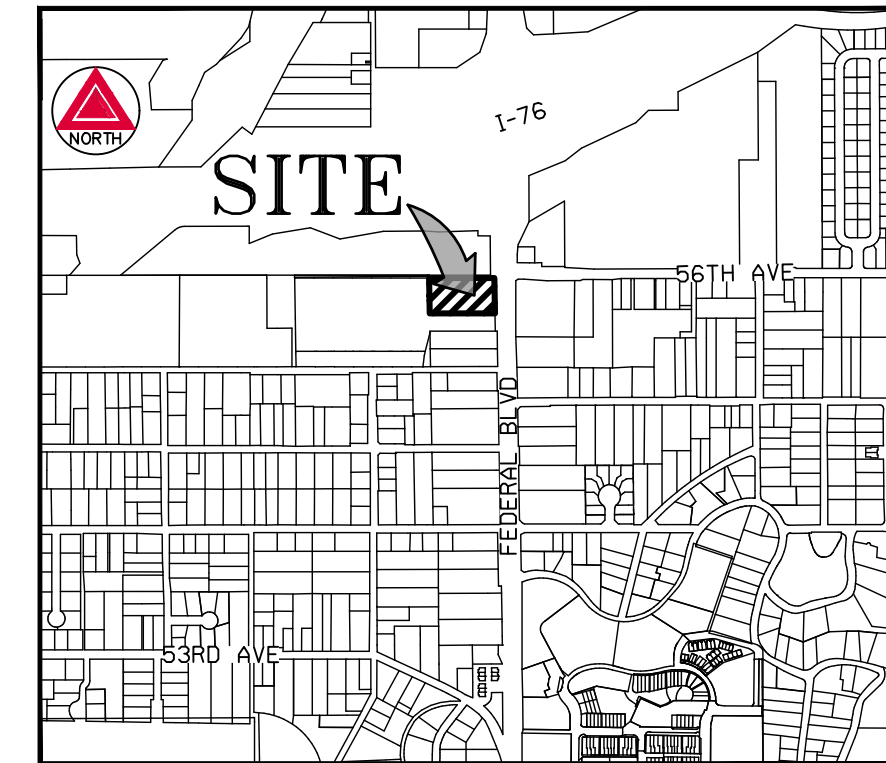
BY _____ WITNESS MY HAND AND SEAL
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

NOTARY I.D. NUMBER

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 CENTRAL ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR SOUTH 89°59'50" WEST, A DISTANCE OF 2,651.15 FEET.
2. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION IMPROVEMENTS AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNERS.
3. ANY PERSON WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY PUBLIC LAND SURVEY MONUMENT, AS DEFINED BY SECTION 38-53-103 (18), C.R.S., OR CONTROL CORNER, AS DEFINED IN SECTION 38-53-103 (6), C.R.S., OR A RESTORATION OF ANY SUCH MONUMENT OR WHO KNOWINGLY REMOVES OR KNOWINGLY CAUSES TO BE REMOVED ANY BEARING TREE KNOWING SUCH IS A BEARING TREE OR OTHER ACCESSORY, AS DEFINED BY SECTION 38-53-103 (1), C.R.S., EVEN IF SAID PERSON HAS TITLE TO THE LAND ON WHICH SAID MONUMENT OR ACCESSORY IS LOCATED, COMMITS A CLASS 2 MISDEMEANOR UNLESS, PRIOR TO SUCH REMOVAL, SAID PERSON HAS CAUSED A COLORADO PROFESSIONAL LAND SURVEYOR TO ESTABLISH AT LEAST TWO WITNESS CORNERS OR REFERENCE MARKS FOR EACH SUCH MONUMENT OR ACCESSORY REMOVED AND HAS FILED OR CAUSED TO BE FILED A MONUMENT RECORD PURSUANT TO ARTICLE 53 OF TITLE 38, C.R.S.
4. AZTEC CONSULTANTS, INC. HAS RELIED UPON THE PROPERTY INFORMATION BINDER ORDER NO. ABC70796385 PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DATED 01/27/2023 AT 5:00 P.M., FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHTS-OF-WAY ACROSS THESE PREMISES. THIS SURVEY AND PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY AZTEC CONSULTANTS, INC., TO DETERMINE OWNERSHIP OR APPLICABLE EASEMENTS AND RIGHTS-OF-WAY.
5. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
6. THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS - ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08001C0592H, MAP REVISED MARCH 5, 2007.
7. NOTICE IS HEREBY GIVEN THAT THIS SUBDIVISION MAY BE SUBJECT TO A RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. ADAMS COUNTY IS NOT RESPONSIBLE FOR ENFORCEMENT OF THESE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY BE FILED AGAINST THE SUBDIVISION PLAT.
8. THIS PLAN HAS BEEN APPROVED BY ADAMS COUNTY AND CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. 24-68-101, ET SEQ., AS AMENDED, AND THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS.
9. A RECIPROCAL ACCESS EASEMENT OVER LOT 1 IS HEREBY GRANTED TO THE OWNERS OF LOT 2 AND A RECIPROCAL ACCESS EASEMENT OVER LOT 2 IS HEREBY GRANTED TO THE OWNERS OF LOT 1.



VICINITY MAP
SCALE 1" = 1000'

SURVEYOR'S CERTIFICATE:

I, JAMES E. LYNCH, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN.

JAMES E. LYNCH
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO. 80122
(303) 713-1898

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF

_____ A.D., 20____

CHAIR


CLERK AND RECORDER'S CERTIFICATE:

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT _____ M. ON THE _____ DAY OF _____ A.D., 20____.

COUNTY CLERK AND RECORDER

RECEPTION NO. _____

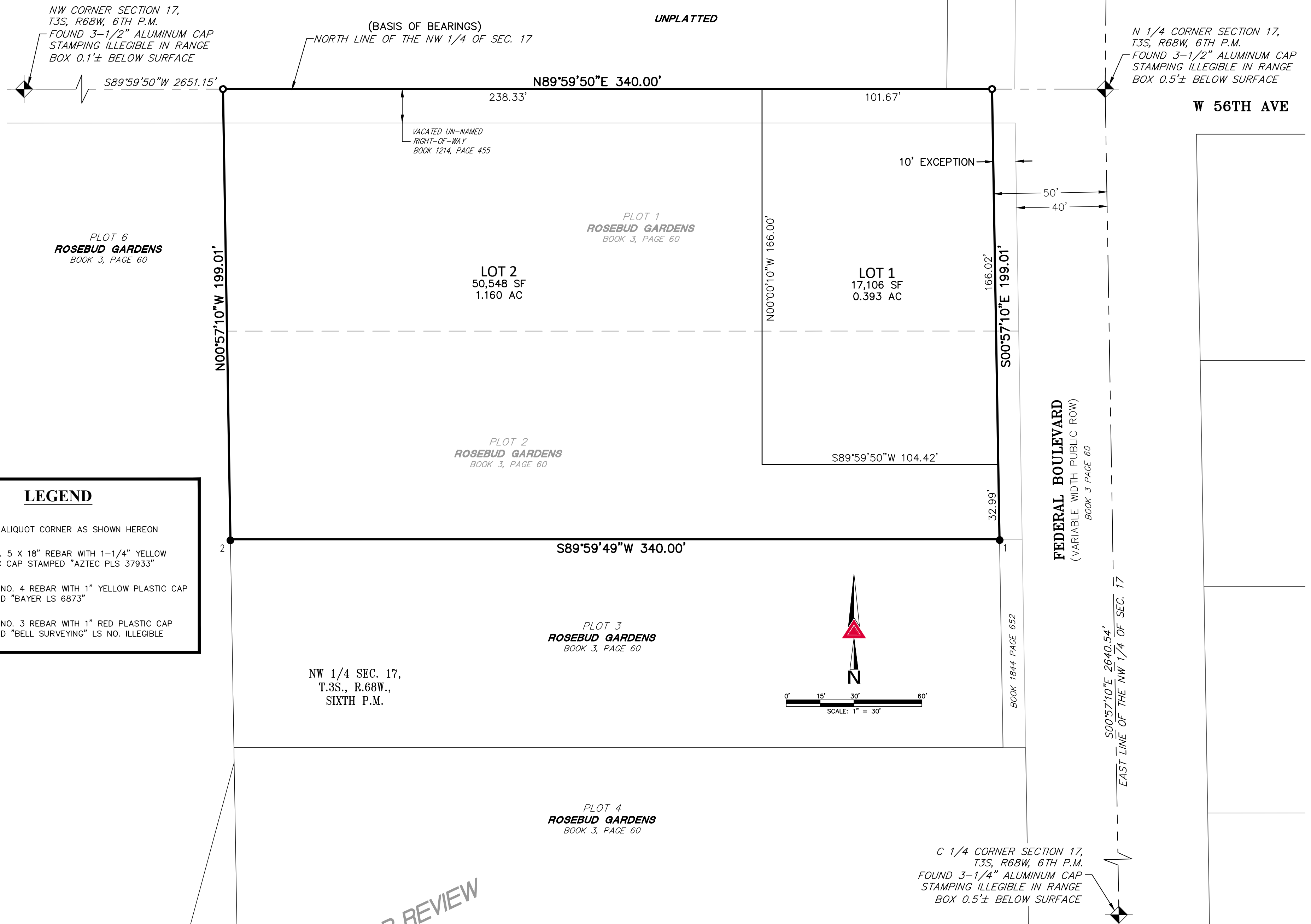
BY: _____
DEPUTY

 AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com AzTec Proj. No.: 135223-01 Drawn By: JEL	DATE OF PREPARATION:	6/7/2023
	SCALE:	N/A
SHEET 1 OF 2		

5595 FEDERAL PLAT CORRECTION

A REPLAT OF PLOTS 1 AND 2, ROSEBUD GARDENS, AND A PORTION OF THE NORTHWEST 1/4 SECTION 17,
TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF ADAMS, STATE OF COLORADO

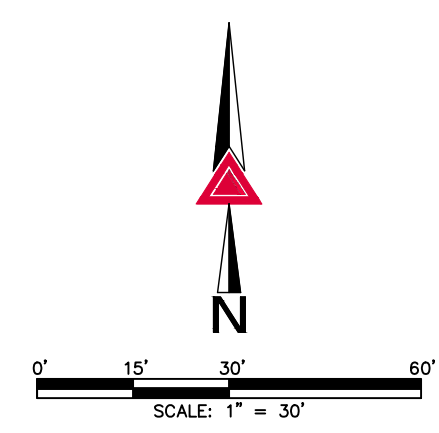
SHEET 2 OF 2



LEGEND	
	FOUND ALIQUOT CORNER AS SHOWN HEREON
	SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
1	FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "BAYER LS 6873"
2	FOUND NO. 3 REBAR WITH 1" RED PLASTIC CAP STAMPED "BELL SURVEYING" LS NO. ILLEGIBLE

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 135223-01
Drawn By: JEL

DATE OF PREPARATION:	6/7/2023
SCALE:	1"=30'
SHEET 2 OF 2	



TREASURER & PUBLIC TRUSTEE

ADAMS COUNTY, COLORADO

Certificate Of Taxes Due

Account Number R0104852
 Parcel 0182517201015
 Assessed To
 GREBB WEST 1 LLC
 5595 FEDERAL BLVD
 DENVER, CO 80221-6574

Certificate Number 2023-225475
 Order Number
 Vendor ID 35
 BLACK KNIGHT FINANCIAL SERVICE
 601 RIVERSIDE AVE.
 JACKSONVILLE, FL 32204

Legal Description **Situs Address**
 SUB:ROSEBUD GARDENS DESC: PLOT 1 AND VAC STRIP ON N TOG WITH PLOT 2 EXC E 10 FT SD PLOTS 5595 FEDERAL BLVD

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2022	\$28,701.08	\$0.00	\$0.00	\$0.00	\$28,701.08
Total Tax Charge					\$28,701.08
Grand Total Due as of 02/01/2023					\$28,701.08

Tax Billed at 2022 Rates for Tax Area 495 - 495

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$847.18	COMM LND	\$23,650	\$6,860
CRESTVIEW WATER & SANITATIO	3.4340000	\$804.76	MERCHANDIS		
ADAMS COUNTY FIRE PROTECTIO	17.5540000	\$4,113.78	COMM LND	\$330,550	\$95,860
ADAMS COUNTY	26.9670000	\$6,319.70	WHSE/STORAG		
HYLAND HILLS PARK & RECREAT	5.1240000	\$1,200.81	MERCHANDISING	\$154,326	\$44,750
SD 50	64.7770000	\$15,180.49	WAREHOUSE/STG	\$299,574	\$86,880
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$23.44	Total	\$808,100	\$234,350
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$210.92			
Taxes Billed 2022	122.4710000	\$28,701.08			

* 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, Lisa L. Culpepper,
 J.D.

4430 S. Adams County Parkway
 Brighton, CO 80601





Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABC70796385**

Date: **02/06/2023**

Property Address: **5595 FEDERAL BLVD, DENVER, CO 80221**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Leigh Renfro
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 572-7894 (Work)
(303) 393-4774 (Work Fax)
lrenfro@ltgc.com
Contact License: CO273524
Company License: CO44565

Closer's Assistant

Tim McGill
102 S TEJON #760
COLORADO SPRINGS, CO 80903
(719) 381-0240 (Work)
(877) 261-1664 (Work Fax)
tmcgill@ltgc.com
Company License: CO44565

For Title Assistance

Scott Bennetts
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4175 (Work)
sbennetts@ltgc.com

Buyer/Borrower

ARMSTRONG COMMERCIAL SERVICES, LLC, A
COLORADO LIMITED LIABILITY COMPANY
Attention: BRYAN ARMSTRONG
4643 SOUTH ULSTER ST
SUITE 240
DENVER, CO 80237
BArmstrong@acd-co.com
Delivered via: Electronic Mail

Buyer/Borrower

ARMSTRONG COMMERCIAL SERVICES, LLC, A
COLORADO LIMITED LIABILITY COMPANY
Attention: ALEX BARBER
abarber@acd-co.com
Delivered via: Electronic Mail

Buyer/Borrower

ARMSTRONG COMMERCIAL SERVICES, LLC, A
COLORADO LIMITED LIABILITY COMPANY
Attention: MADELINE BURNHAM
mburnham@acd-co.com
Delivered via: Electronic Mail

Attorney for Buyer

SPIERER WOODWARD CORBALIS & GOLDBERG
Attention: DUSTIN ABRESCH
5050 S SYRACUSE ST SUITE 900
DENVER, CO 80237
(303) 792-3456 (Work)
(303) 792-9092 (Work Fax)
dustin.abresch@practicallawyer.com
Delivered via: Electronic Mail

Buyer/Borrower

ARMSTRONG COMMERCIAL SERVICES, LLC, A
COLORADO LIMITED LIABILITY COMPANY
Attention: ADAM HUFF
ahuff@acd-co.com
Delivered via: Electronic Mail

Attorney for Buyer

SPIERER WOODWARD CORBALIS & GOLDBERG
Attention: CHRISTOPHER SHARP
5050 S SYRACUSE ST SUITE 900
DENVER, CO 80237
(303) 792-3456 (Work)
(303) 792-9092 (Work Fax)
christopher.sharp@practicallawyer.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABC70796385**

Date: **02/06/2023**

Property Address: **5595 FEDERAL BLVD, DENVER, CO 80221**

Parties: **ARMSTRONG COMMERCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY**

GREBB WEST 1 LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21	\$5,344.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate	\$27.00
	Total \$5,471.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

[Adams county recorded 03/18/1965 at book 1214 page 455](#)

[Adams county recorded 08/14/1972 at book 1812 page 742](#)

[Adams county recorded 07/29/2010 under reception no. 2010000050375](#)

Plat Map(s):

[Adams county recorded 03/20/1926 at book 3 page 60](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABC70796385

Property Address:

5595 FEDERAL BLVD, DENVER, CO 80221

1. Commitment Date:

01/27/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21

\$2,400,000.00

Proposed Insured:

ARMSTRONG COMMERCIAL SERVICES, LLC, A COLORADO
LIMITED LIABILITY COMPANY

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

A FEE SIMPLE

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

GREBB WEST 1 LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land is described as follows:

PLOTS 1 AND 2, TOGETHER WITH THAT PORTION OF VACATED STRIP LYING NORTH OF AND BETWEEN THE EAST AND WEST LINES OF SAID PLOT 1, EXTENDED NORTHERLY TO THE NORTH LINE OF THE NW1/4 OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST; EXCEPT THE EAST 10 FEET THEREOF, ROSEBUD GARDENS, COUNTY OF ADAMS, STATE OF COLORADO.

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



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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70796385

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR GREBB WEST 1 LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR GREBB WEST 1 LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED FEBRUARY 11, 2016 UNDER RECEPTION NO. [2016000011024](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES MOREY GREBB AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR ARMSTRONG COMMERCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

4. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF ARMSTRONG COMMERCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

5. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

6. SPECIAL WARRANTY DEED FROM GREBB WEST 1 LLC, A COLORADO LIMITED LIABILITY COMPANY TO ARMSTRONG COMMERCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABC70796385

All of the following Requirements must be met:

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF.

B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ:

ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF GREBB WEST 1 LLC, A COLORADO LIMITED LIABILITY COMPANY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF ARMSTRONG COMMERCIAL SERVICES, LLC, A COLORADO LIMITED LIABILITY COMPANY.

C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

D. UPON PROOF OF PAYMENT OF 2022 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2023 AND SUBSEQUENT YEARS.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: ABC70796385

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. EASEMENTS AS RESERVED IN INSTRUMENT RECORDED MARCH 18, 1965 IN BOOK 1214 AT PAGE [455](#).
10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BAKER METROPOLITAN WATER & SANITATION DISTRICT (NOW KNOWN AS CRESTVIEW WATER AND SANITATION DISTRICT), AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 31, 1969, IN BOOK 1555 AT PAGE [375](#).



ALTA Commitment For Title Insurance

issued by Old Republic 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, 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; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for 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. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic 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.

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LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the

surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

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

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

6/19/2023

Layla Bajelan
Senior Long Range Planner, Community & Economic Development
Adams County
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601
Via Email: LBajelan@adcogov.org

RE: 5595 Federal – Self Storage
5595 Federal Boulevard, Denver, CO
Adams County #: PRE2023-00011

The following letter is intended to provide a written explanation of the project proposed at 5595 Federal Boulevard within unincorporated Adams County.

Current Conditions:

The site is currently divided into two narrow lots north and south. There is an existing restaurant with drive-thru on the northeast corner of the lot and the remainder of the site is utilized as a warehouse and storage yard. The existing uses on the site do not appear to be connected with any previous land use cases.

The site is currently split between C-5 and I-1 zoning. The current C-5 zoning boundary extends west across Federal Boulevard on to a northeast portion of the project parcel. The remainder of the lot is zoned I-1. The western and southern limits of the C-5 zoning boundary do not follow any existing lot lines, easements, or any other defined reference point.

Proposed Conditions:

The site is proposed to be developed with two separate uses in accordance with the separate zones. The first being a three-story self-storage facility on the western portion of the site in conformance with the I-1 zoning. The self-storage facility is approximately 96,515 GSF and includes a small leasing office and loading area accommodating of three oversized vehicle loading spaces. The second proposed use is a drive-thru coffee pad. The coffee pad will be approximately 1,000 GSF with two drive-thru lanes on the interior (West) side of the building. The site will have one way access with entry through the northern driveway at the signalized intersection, and right-only exit through the southern driveway. Parking is provided along the southern property limit.

The project proposes adjusting the current C-5 zoning boundaries to correspond with proposed lot line adjustments for the development. The project proposes adjusting the western zoning boundary east up to approximately (64) feet, and the southern boundary south up to approximately (96.5) feet. The proposed limits of the zoning boundary adjustments are within the (100) feet maximum allowable in either direction, in compliance with Adams County Development Standards and Regulations Section 3-04-01. The proposed zoning boundary adjustment would slightly expand the total C-5 zone and conversely limit the I-1 zone, while making both zoning limits relate to a more uniform and typical lot layout for development.

A zoning interpretation was issued by Jenni Hall, Director of Community and Economic Development on 4/17/2023 confirming the reconfiguration of the C-5 zoning boundary to conform with the proposed lot line adjustments.

Zone District Regulations

The proposed self-storage facility is permitted within the I-1 zoning designation per Section 3-25-02 Use Chart. The building and site are configured in conformance with the applicable I-1 Zone District Regulations. Section 3-23-07 Area and Height Standards:

- Front Setback: 130' (75' min)
- Side Setback: 10' north, 15' south (15' and 5' min)
- Rear Setback: 15' (15' min)
- Height: 35' (60' max)

The proposed drive-thru coffee pad is permitted within the C-5 zoning designation per Section 3-24-02 Use Chart. The building and site are configured in conformance with the applicable C-5 Zone District Regulations. Section 3-24-07 Area and Height Standards:

- Front Setback: 58' (25' min)
- Side Setback: 55' north, 71' south (15' and 5' min)
- Rear Setback: N/A
- Height: 22' (35' max)

Please do not hesitate to contact me for any additional information in review of the proposed project.

Respectfully,



Caleb Beck
Project Developer



To: Caleb Beck, Project Developer, Arco Murray
From: Jenni Hall, Director of Community and Economic Development
Date: April 17, 2023
Re: Interpretation of Zone District 5595 Federal Boulevard

Per Adams County Development Standards & Regulations (DSR) Section 3-04, the Director of Community and Economic Development is allowed to interpret a zone district map boundary. In this instance, the property located at 5595 Federal Boulevard has two zone districts mapped on it, Commercial (C-5) on the northeast corner and Industrial (I-1) on the remainder.

The applicant is proposing a lot line adjustment within the limitations prescribed in Section 3-04-01 and requesting that the zoning be aligned to the lot lines. This adjustment would slightly expand the C-5 zone and create a usable commercial lot along Federal Boulevard and slightly reduce the I-1 zone on the western portion of the parcel. This reconfiguration will produce more uniform and typical lot layouts and support the commercial frontage desired along Federal Boulevard.

Interpretation (Director Decision)

The western and southern limits of the existing C-5 zoning boundary do not follow any lot lines, easements, or any other defined reference points. Preserving the existing zoning boundaries would create needless site constraints on development that would otherwise be consistent with the Comprehensive Plan and vision for the Federal Boulevard corridor. The Director supports aligning the zone district boundaries to conform with the proposed lot line adjustment and finds this request to be within the limits of Section 3-04-01.

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

5/12/2023

Caleb Beck
5595 Federal Blvd
Denver, CO 80221

Re: 5595 Federal Blvd, Denver, CO 80221
Availability of sanitary sewer services

Dear Caleb:

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. 60th Ave, a 10" sewer main in W. 56th Ave and a 10" sewer line crossing Federal Blvd from West to East. 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 Wastewater's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.

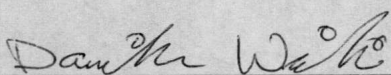
9. No representations are made regarding the availability of water service to the Property.

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 May 12, 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,



BERKELEY WATER AND SANITATION DISTRICT



CRESTVIEW WATER & SANITATION DISTRICT

Mr. Caleb Beck
ARCO/Murray
cbeck@arcomurray.com

May 11, 2023

Re: 5595 N. Federal Blvd. Will Serve Water Service only

To Whom It May Concern:

Please be advised that water service is currently being provided to 5595 N. Federal Blvd., Adams County Parcel number 0182517201015 by the Crestview Water & Sanitation District.

Sewer service is to be provided by Berkeley Water & Sanitation District.

The property is wholly within the boundaries of this District and Crestview will continue to provide service to the property, provided the account is in good standing and District Rules and Regulations are met.

The land owner/developer is responsible for all engineering studies and plan development/review costs.

Prior to creating a layout and filing a plat for any future development of the above described parcel, the petitioning owner/developer (developer) should have a pre-design meeting with Crestview, as the developer MUST allow for the installation of adequate water mains in strict accordance with Denver Water Engineering Standards and Crestview Rules and Regulations and engineering requirements.

Crestview provides drinking water to its customers by means of a wholesale water purchasing contract with Denver Water. As part of the Contract, Denver Water requires Crestview to adhere to Denver Water's Engineering Standards.

If required by the District, after engineering studies have been performed, the land owner/developer shall install new water mains in accordance with District Rules and Regulations and Engineering Standards in order to maintain adequate fire flows and water service.

All water mains and appurtenances shall be installed at the land owner/developer's expense and deeded free and clear to the District prior to the issuance of any additional water taps.

Current connection fees can be provided by contacting our office.



CRESTVIEW WATER & SANITATION DISTRICT

Crestview requires a signature of acceptance of this Will Serve letter by the developer prior to scheduling a pre-design meeting with Crestview. Please provide a copy of this signed Will Serve letter when scheduling a pre-design meeting to Crestview's engineer, Clarice O'Hanlon, at cohanlon@crestviewwater.net.

Signature of developer representative

Date

If you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in black ink that reads "Mitchell T. Terry". The signature is written in a cursive style.

Mitchell T. Terry
District Manager
Crestview Water & Sanitation District



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

June 15, 2023

Kyle Swaving, PE
Cage Civil Engineering
405 Urban Street, Suite 404
Lakewood, CO 80228

RE: 5595 Federal Boulevard

**Legal: SUB: ROSEBUD GARDENS DESC: PLOT 1 AND VAC STRIP ON N TOG WITH PLOT 2 EXC E
10 FT SD PLOTS**

Dear Mr. Swaving -

Denver Water has been asked to determine whether the property described above is located within Denver Water's service area and would be 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's 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.

Feel free to contact me at 303-628-6100 should you have any additional questions/concerns.

Sincerely,

Jillian Atencio

Jillian Atencio
Sales Representative
Denver Water Sales Administration