



### DEVELOPMENT APPLICATION FORM

**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: 4301 W. 53rd Ave

City, State, Zip: Denver, CO 80212

Area (acres or square feet): 1.9 Acres

Tax Assessor Parcel Number: 0182518100027

Existing Zoning: R-2

Existing Land Use: Vacant

Proposed Land Use: 3 Duplexes and 1 Single Family Residence

Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#: 2021-00007

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: 53rd. Peterson LLC

Owner's Printed Name

Date: 9/8/23

Name: 

Owner's Signature

REALARCHITECTURE LTD  
2899 N. Speer Blvd. Suite 102  
Denver, Colorado 80211  
www.realarchitecture.com



DAVID L. BERTON A.I.A.  
Phone: (303)477-5550  
Fax: (303)477-5505

September 8, 2023

Adams County  
Community & Economic Development Department  
4430 S. Adams County Parkway,  
1st Floor, Suite W2000A  
Brighton, CO 80601-8216

To whom this may concern:

Our Design proposes subdividing the existing 1.9-acre parcel located at 4301 W. 53<sup>rd</sup> into 7 individual lots plus 3 tracts for the development of 3 duplexes and a single-family residence and water detention. Approximately 10,952 SF of property along Stuart St., W. 53<sup>rd</sup> Ave. and Tennyson St. will be dedicated to Adams County in order to complete the Stuart St. Cul-de-sac and provide future ROW improvements along Tennyson St. and W. 53<sup>rd</sup> Ave. Tracts A and C will be open space and Tract B will be used for water detention. The duplex and single-family home designs will be compliant with the R-2 zoning requirements, meeting lot coverage, setback and height requirements. The duplexes will have a variation of floor plans and exterior elevation designs.

We are working with Altitude Land Consulting civil engineers for all grading and utility requirements of the development to ensure that all Adams County and external agency requirements are met.

We successfully presented the preliminary plat to the Planning Commission (June 29, 2023) and the Board of County Commissioners (July 18, 2023). Installing ROW improvements on Tennyson presents a unique situation due to the steep grades and existing drainage conditions. On August 10<sup>th</sup>, after the BoCC hearing, we met with Planning, Engineering and Transportation and determined our team will provide a design for the retaining walls required to make the ROW improvements and the County will install and pay for the cost of the walls. Therefore, in addition to the required documents for the Engineering Subdivision Review, we are submitting cost estimates for the ROW improvements on Stuart St and Tennyson and a proposal for the retaining wall design on Tennyson.

Thank you for your time and consideration and please accept this formal project description letter along with the submitted plans for the Final Major Subdivision and Engineering Review submittals.

Respectfully,

Realarchitecture Ltd.  
Kendall Goodman, AIA

# 53RD AND TENNYSON ROW SUBDIVISION FINAL PLAT

A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
COUNTY OF ADAMS, STATE OF COLORADO.  
SHEET 1 OF 2

**DEDICATION AND OWNERSHIP CERTIFICATE:**

KNOW ALL MEN BY THESE PRESENTS THAT JOHN HORVAT, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PORTION OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 10, BERKELEY GARDENS, THENCE WESTERLY 30 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF WEST 53RD AVENUE, CORNER NO. 1; THENCE NORTH 350 FEET ON A LINE PARALLEL WITH THE WEST BOUNDARY LINE OF SAID BLOCK 10, TO A POINT 30 FEET WEST OF THE NORTHWEST CORNER OF LOT 11, IN BLOCK 10, BERKELEY GARDENS, CORNER NO. 2; THENCE WEST 152 FEET, FORMING AN INTERIOR ANGLE 89 DEGREES 35 MINUTES, CORNER NO. 3; THENCE IN A SOUTHERLY DIRECTION 195.7 FEET MORE OR LESS TO THE EAST BOUNDARY OF THE PRESENT LOCATION OF TENNYSON ROAD, FORMING AN INTERIOR ANGLE OF 132 DEGREES 49 MINUTES, CORNER NO. 4; AND THENCE IN A SOUTHWESTERLY DIRECTION AND NEAR THE EAST BOUNDARY OF THE AFOREMENTIONED ROAD, 210.8 FEET FORMING AN INTERIOR ANGLE OF 148 DEGREES 49 MINUTES, CORNER NO. 5; THENCE EAST 325 FEET ALONG THE NORTH BOUNDARY OF WEST 53RD AVENUE, FORMING AN INTERIOR ANGLE OF 78 DEGREES 22 MINUTES WEST TO CORNER NO. 1, THE PLACE OF BEGINNING, THE FIRST AND LAST COURSE GIVEN FORM AN INTERIOR ANGLE OF 90 DEGREES 25 MINUTES, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED AUGUST 10, 1953 IN BOOK 472 AT PAGE 3, COUNTY OF ADAMS, STATE OF COLORADO

CONTAINING 1.90 ACRES OR 82880.13 SQUARE FEET OF LAND, MORE OR LESS.

**NOW BEING DESCRIBED AS:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.; THENCE N73°58'24"W. A DISTANCE OF 2407.28 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL, SAID SOUTHEAST CORNER OF SAID PARCEL BEING 60 FEET WEST OF THE SOUTHWEST CORNER OF LOT 24, BLOCK 10 OF BERKELEY GARDENS, ALSO BEING THE POINT OF BEGINNING.

THENCE S89°24'52"W, A DISTANCE OF 295.11 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;  
THENCE N09°34'12"E, A DISTANCE OF 210.80 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TENNYSON STREET;  
THENCE N42°40'59"E, A DISTANCE OF 195.70 FEET TO THE NORTHWEST CORNER OF SAID PARCEL;  
THENCE N89°24'52"E, A DISTANCE OF 152.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;  
THENCE S00°52'49"E, A DISTANCE OF 49.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;  
THENCE 31.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 30°15'17", WITH A CHORD BEARING OF S72°26'58"W AND A CHORD LENGTH OF 31.32, TO A POINT OF NON-TANGENCY;  
THENCE S00°52'49"E, A DISTANCE OF 291.47 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING 85836.58 ± SQ. FT. (1.97 ± AC)

**DEDICATION STATEMENT:**

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, STREETS, TRACTS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF 53RD AND TENNYSON ROW SUBDIVISION - PRELIMINARY PLAT AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, THE STREETS AND OTHER PUBLIC WAYS AND LANDS HEREON SHOWN. ALSO, HEREBY GRANT NON-EXCLUSIVE UTILITY EASEMENTS LOCATED AS SHOWN HEREON FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.

THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS (AND TRACTS) AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENT TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY. TRACT D & TRACT E IS HEREBY DEDICATED TO ADAMS COUNTY FOR PUBLIC USE.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2023

**OWNER: 53RD AND TENNYSON, LLC**

BY: JOHN HORVAT

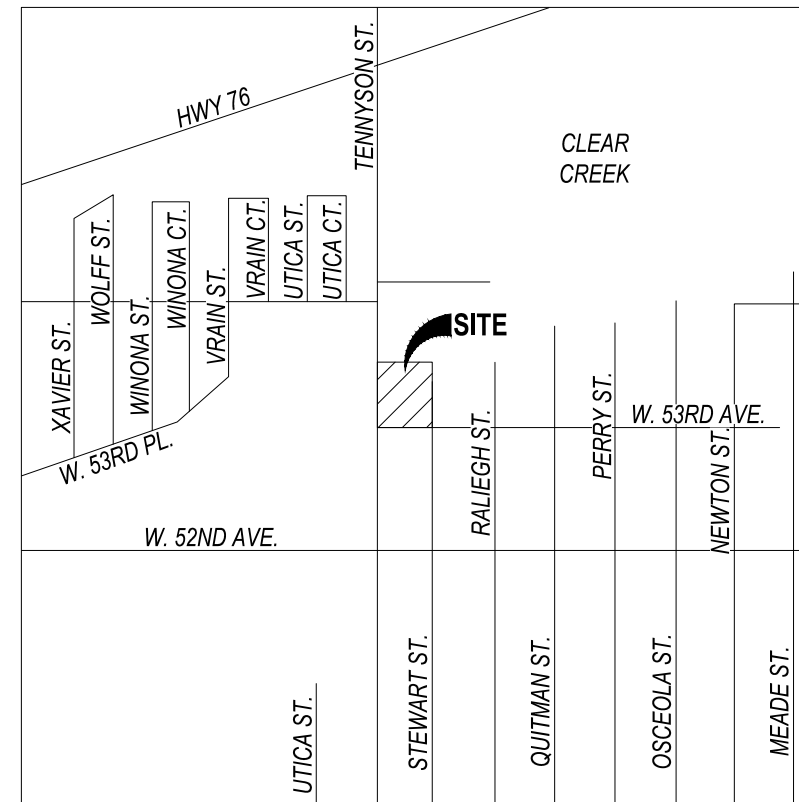
**NOTARY CERTIFICATE**

STATE OF COLORADO )  
 ) SS.  
COUNTY OF ADAMS )

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023 BY JOHN HORVAT, AS OWNER OF 53RD AND TENNYSON LLC.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_



**VICINITY MAP:**  
SCALE 1" = 1000'

**GENERAL NOTES:**

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY SUCH 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.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508. COLORADO REVISED STATUTE.
- THE TITLE COMMITMENT NUMBER 102-2225005-R DATED JANUARY 19, 2023 FROM FIRST INTEGRITY TITLE COMPANY AS AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY WAS RELIED ON FOR THIS LAND SURVEY PLAT.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST, BETWEEN A FOUND 2.5" ALUMINUM CAP (ILLEGIBLE) IN A RANGE BOX AT THE INTERSECTION OF 52ND AVENUE AND TENNYSON STREET AND A FOUND 2.5" ALUMINUM CAP (ILLEGIBLE) IN A RANGE BOX AT THE INTERSECTION OF 52ND AVENUE AND LOWELL BOULEVARD. ASSUMED TO BEAR N 89° 23' 35" E.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT. PURSUANT TO C.R.S. 38-52-103(2) METRIC CONVERSION IS: ONE METER EQUALS 3937/1200 FEET.
- A STRUCTURE EXTENDS 10.05 FEET OVER THE NORTHWESTERLY BOUNDARY LINE, AN EXISTING BUILDING ENCROACHMENT AGREEMENT SHOWN HEREON, RECORDED AT RECEPTION NO. 2023000004309.
- TEN-FOOT (10') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES OF EACH LOT IN THE SUBDIVISION. IN ADDITION, TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED AROUND THE PERIMETER OF TRACTS, PARCELS AND/OR OPEN SPACE AREAS. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES.
- UTILITY EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.
- 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 53RD AND TENNYSON HOMEOWNERS ASSOCIATION, INC. (HOA) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE HOA FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE HOA.
- ALL MEASUREMENTS IN PARENTHESIS ARE PER PLAT / RECORD; OTHERWISE ALL MEASUREMENTS SHOWN HEREON ARE AS MEASURED.
- EXISTING BUILDING ENCROACHMENT AGREEMENT WAS RECORDED AT RECEPTION NUMBER 2023000004309, FOR THE ENCROACHING BUILDING IN THE NORTHWEST PORTION OF TRACT C.
- (A) A PARCEL OF LAND, ADJACENT TO TENNYSON STREET, 53RD AVENUE AND STUART STREET TO BE DEDICATED TO THE COUNTY OF ADAMS FOR THE PURPOSE OF RIGHT OF WAY. AS SHOWN ON THE FOLLOWING SHEET.  
(B) A PARCEL OF LAND, ADJACENT TO STUART STREET TO BE DEDICATED TO THE COUNTY OF ADAMS FOR THE PURPOSE OF RIGHT OF WAY. AS SHOWN ON THE FOLLOWING SHEET.  
(C) A PARCEL OF LAND, BEING A PORTION OF THE WEST 30 FEET OF STUART STREET TO BE VACATED BY THIS PLAT AS SHOWN ON THE FOLLOWING SHEET.
- PARCELS (A) & (B) REFERENCED IN NOTE #12 ARE FOR PUBLIC RIGHT OF WAY WITH MAINTENANCE OF THE SURFACE BEING VESTED IN THE ADAMS COUNTY SPECIAL MAINTENANCE DISTRICT.

**CERTIFICATION OF SURVEY:**

I, KARL W. FRANKLIN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THERE ARE NO EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE ABOVE-DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE SURVEYED THIS PROPERTY AND THIS PLAT ACCURATELY AND PROPERLY SHOWS SAID PROPERTY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THIS LAND SURVEY PLAT COMPLIES WITH SECTION 38-51-106, COLORADO REVISED STATUTES.

KARL W. FRANKLIN,  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S #37969  
FOR OR ON BEHALF OF ALTITUDE LAND CONSULTANTS

**PLANNING COMMISSION APPROVAL:**

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

CHAIR

**BOARD OF COUNTY COMMISSIONERS APPROVAL:**

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

CHAIR

**ADAMS COUNTY ATTORNEY'S OFFICE:**

APPROVED AS TO FORM

**TRACT TABLE**

TRACT	AREA (SQ. FT.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE	DEDICATION TO THE COUNTY
A	10803.57	0.248	OPEN SPACE	53RD AND TENNYSON, LLC.	53RD AND TENNYSON, LLC.	NO
B	13020.89	0.299	STORM DETENTION	HOA	HOA	NO
C	14377.14	0.330	OPEN SPACE	HOA	HOA	NO

REVISION #	DESCRIPTION	DATE	BY
1	PLAT COMMENTS	4/13/2021	BCW
2	PLAT COMMENTS	12/20/2021	BCW
3	PLAT COMMENTS	9/13/2022	BCW
4	PLAT COMMENTS	12/8/2022	BCW
5	PLAT COMMENTS	4/26/2023	DLS

**ALTITUDE**  
LAND CONSULTANTS

CIVIL | SURVEY | PLANNING | LANDSCAPE

3461 Ringsby Ct, Suite 125  
Denver, CO 80216  
info@altitudelandco.com  
AltitudeLandCo.com

DATE: 7/7/2023  
JOB NO: 18-213

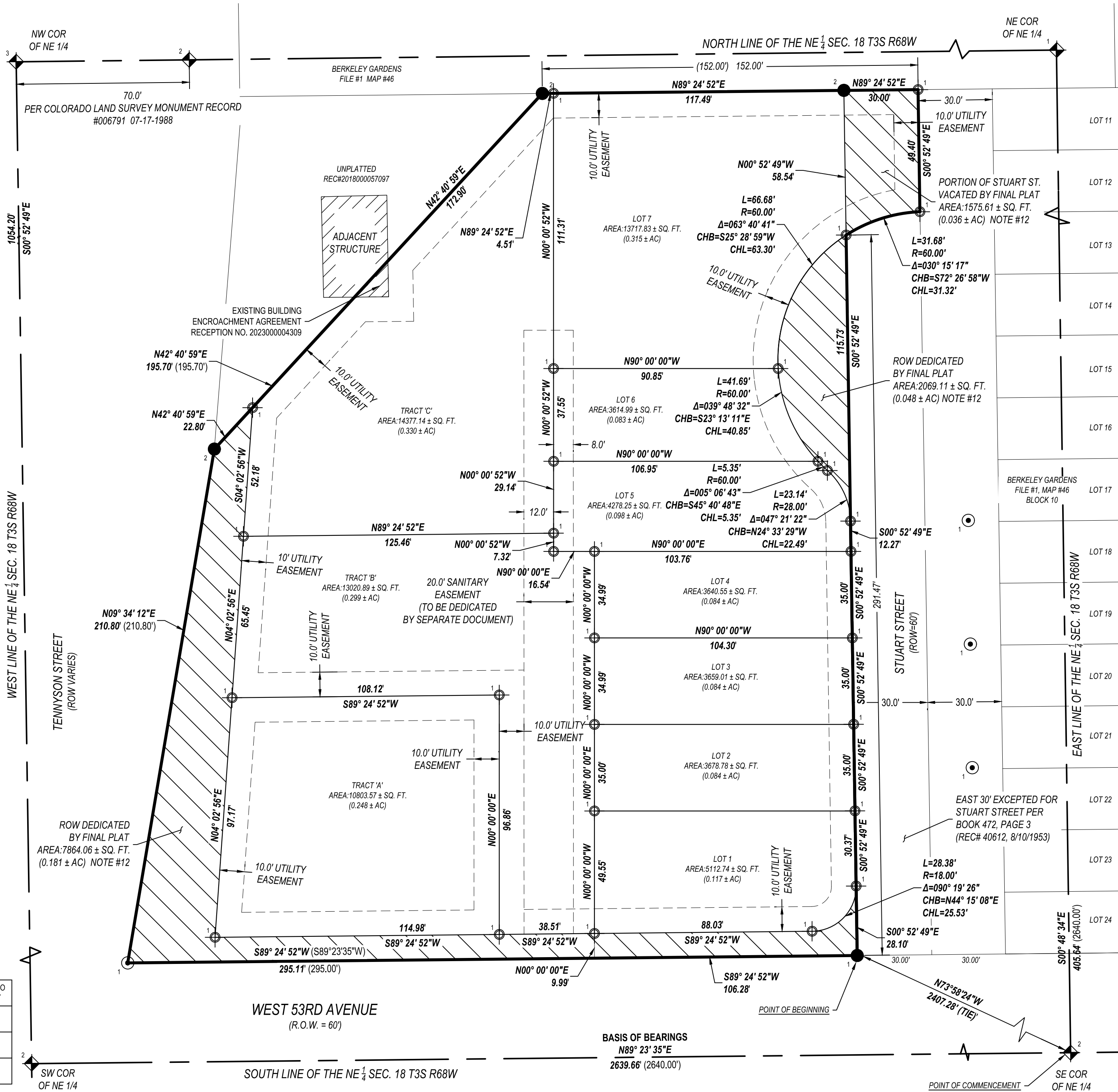
DRAWN BY: DLS  
CHECKED BY: KWF



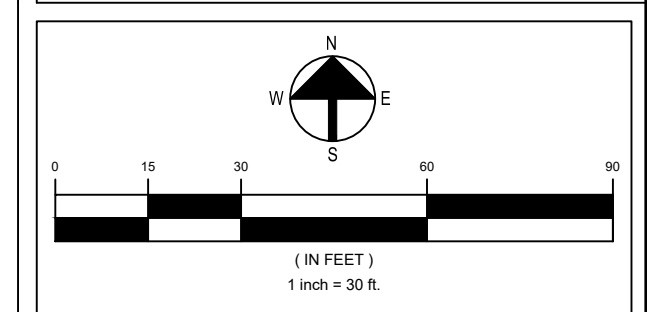
# 53RD AND TENNYSON ROW SUBDIVISION FINAL PLAT

A PORTION OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO.

SHEET 2 OF 2



- LEGEND:**
- 1 (Symbol) SET #5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "ALC PLS 37969"
  - 2 (Symbol) SET MAG NAIL AND 1" BRASS TAG STAMPED "PLS 37969"
  - 1 (Symbol) FOUND #5 REBAR WITH YELLOW PLASTIC CAP "L.S. 9010"
  - 2 (Symbol) FOUND #5 REBAR WITH ORANGE PLASTIC CAP "L.S. 37969"
  - 1 (Symbol) FOUND 2.5" ALUMINUM CAP (ILLEGIBLE)
  - 2 (Symbol) FOUND 2.5" ALUMINUM CAP SECTION MONUMENT (ILLEGIBLE)
  - 3 (Symbol) SECTION CORNER CALCULATED PER MONUMENT RECORD
  - 1 (Symbol) FOUND NAIL AND WASHER (ILLEGIBLE)
  - (Symbol) ADJACENT PROPERTY LINE
  - (Symbol) PROPERTY LINE
  - (Symbol) EASEMENT
  - (Symbol) RANGE LINE



DATE: 7/7/2023  
 JOB NO: 18-213  
 DRAWN BY: DLS  
 CHECKED BY: KWF

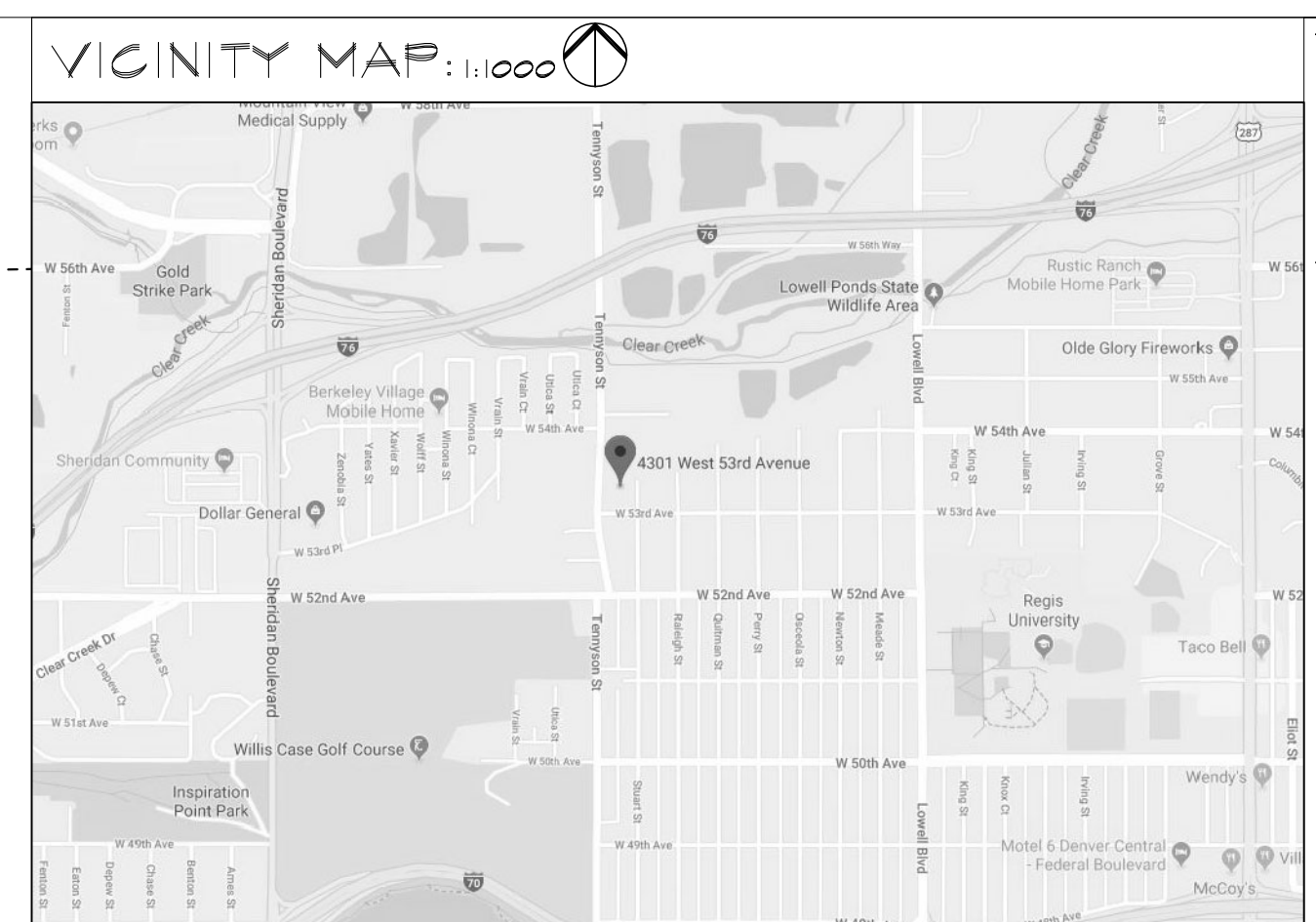
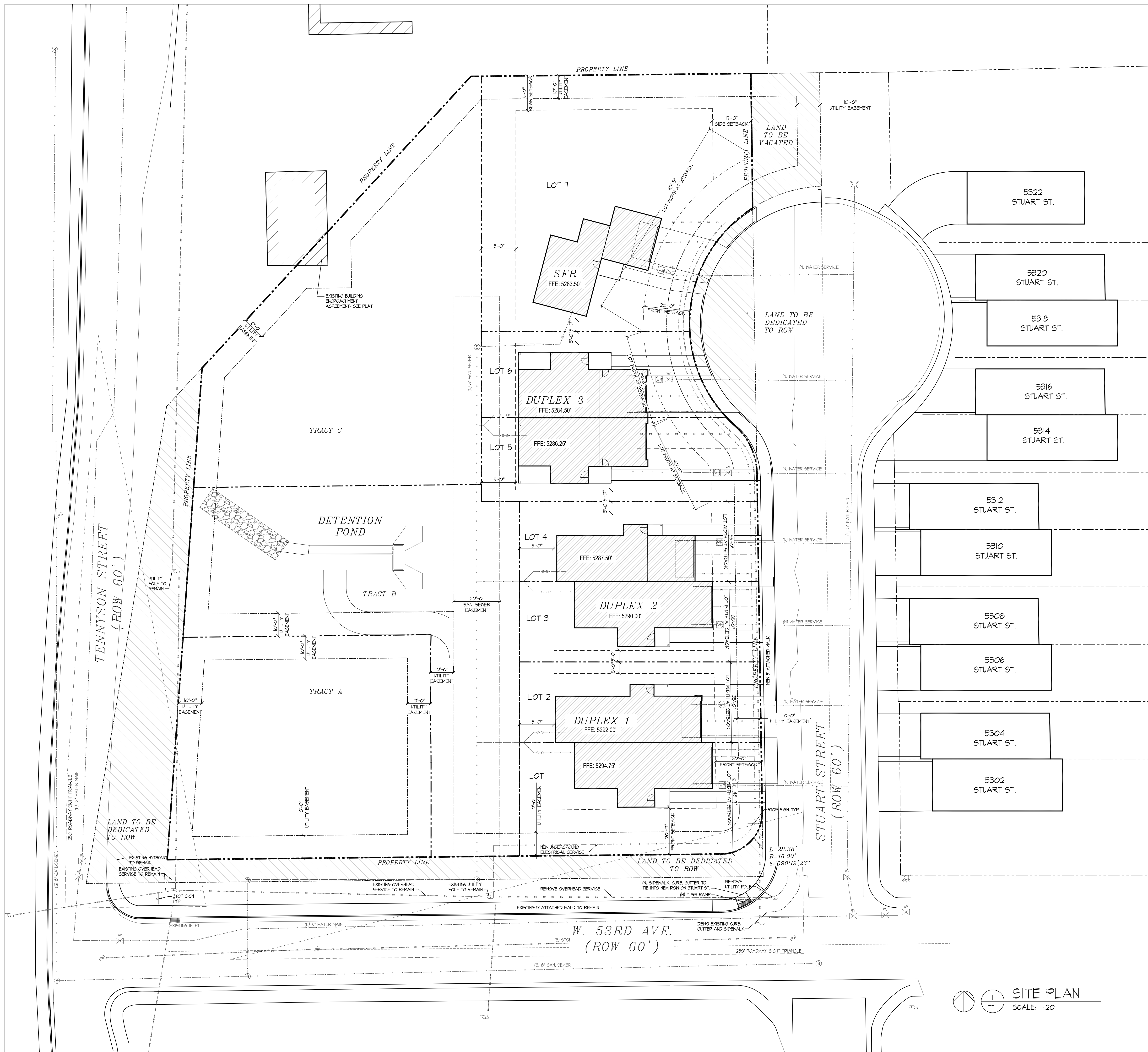
**ALTITUDE**  
 LAND CONSULTANTS

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 Denver, CO 80216  
 info@altitudeandco.com  
 AltitudeLandCo.com

**TRACT TABLE**

TRACT	AREA (SQ. FT.)	AREA (AC.)	USE	OWNERSHIP	MAINTENANCE	DEDICATION TO THE COUNTY
A	10803.57	0.248	OPEN SPACE	53RD AND TENNYSON, LLC.	53RD AND TENNYSON, LLC.	NO
B	13020.89	0.299	STORM DETENTION	HOA	HOA	NO
C	14377.14	0.330	OPEN SPACE	HOA	HOA	NO



**SITE DATA CHART**

**LEGAL DESCRIPTION:**  
 A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18M T35 R68W; BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 10 BERKELEY GARDENS; THENCE WESTERLY 30 FEET TO A POINT ON THE BOUNDARY LINE OF WEST 53RD AVE; THENCE NORTH 350 FEET TO A POINT 30 FEET WEST OF THE NORTHWEST CORNER OF LOT 11, SAID BLOCK 10; THENCE WEST 152 FEET; THENCE IN A SOUTHWESTERLY DIRECTION 195.7' MORE OR LESS TO THE EAST BOUNDARY OF PRESENT LOCATION OF TENNYSON ROAD; THENCE IN SOUTHWESTERLY ON AND NEAR EAST BOUNDARY OF SAID ROAD 210.8 FEET; THENCE EAST 325 FEET ALONG NORTH BOUNDARY OF WEST 53RD TO THE POINT OF BEGINNING EXCEPTING THE EAST 30' FOR ROAD. COUNTY OF ADAMS; STATE OF COLORADO.

**ADDRESS:**  
 4301 WEST 53RD AVENUE

**DESCRIPTION OF WORK:**  
 SUBDIVIDING THE EXISTING PARCEL INTO 7 LOTS FOR 3 DUPLEXES AND 1 SINGLE FAMILY DWELLING AND 3 TRACTS. ACCESS FOR ALL DWELLINGS WILL BE PROVIDED FROM STUART STREET. WE WILL BE DEDICATING LAND TO COMPLETE THE STUART ST. CUL-DE-SAC ROADWAY AND TO ALLOW FOR THE COUNTY TO POSSIBLY WIDEN 53RD AND/OR TENNYSON IN THE FUTURE. TRACTS A AND C WILL BE OPEN SPACE AND TRACT B WILL BE USED FOR DETENTION.

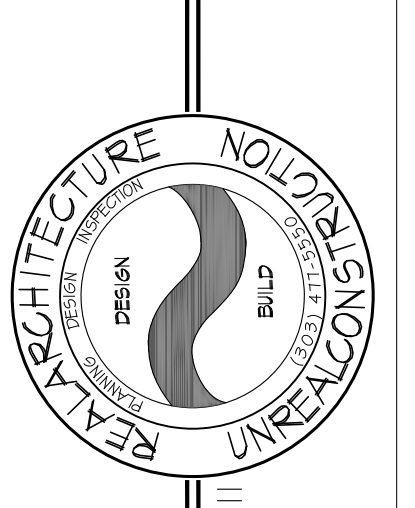
ZONE DISTRICT:	R-2; RESIDENTIAL TWO-FAMILY
PROPOSED USE:	DUPLEX; ATTACHED SINGLE FAMILY SINGLE FAMILY DWELLING
MINIMUM LOT SIZE:	3500 SF PER DWELLING UNIT
MINIMUM LOT FRONTAGE:	
CORNER LOT	31.5'
INTERNAL LOT	35'
WEDGE-SHAPED LOTS WITH SHARED DRIVEWAY*	30' (SEC. 4-21-01-02)
MAXIMUM LOT COVERAGE:	70%
MAXIMUM HEIGHT:	25'-0"
FRONT SETBACK:	20'-0"
SIDE CORNER:	20'-0"
SIDE SETBACK:	17' ONE SIDE OR 5' FROM ATTACHED GARAGE, 5' ON THE OTHER SIDE, 0' ALONG COMMON WALL OF TWO-FAMILY DWELLING
REAR SETBACK:	15'-0"

LOT NO.	LOT WIDTH AT SETBACK	LOT DEPTH*	LOT AREA	LOT COVERAGE
LOT 1	48'-9"	105'-5"	5113 SF	26.2%
LOT 2	35'-0"	105'-1"	3674 SF	36.2%
LOT 3	35'-0"	104'-4"	3654 SF	36.6%
LOT 4	35'-0"	104'-0"	3641 SF	34.6%
LOT 5	40'-9"	113'-8"	4278 SF	30.3%
LOT 6	39'-3"	98'-11"	3615 SF	35.4%
LOT 7	90'-5"	129'-5"	12142 SF	11%

\* LOT DEPTH TAKEN AS THE AVERAGE OF THE TWO FRONT CORNERS OF THE EAST PROPERTY LINE FACING STUART ST.

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PREPARED FOR:  
 53RD AND TENNYSON LLC  
 850 BONNIE BRAE BLVD.  
 DENVER, CO 80209



DAVID L. BERTON A.I.A.  
 REALARCHITECTURE LTD.  
 2899 N. Speer Blvd., Denver, Co. 80211  
 Ph: (303) 477-5550 Fax: 477-5505  
 WWW: realarchitecture.com

DRAWN:	DLB, KG
DATE:	4-6-2023
PROJECT NUMBER:	2106
REVISIONS:	

SITEPLAN  
 SHEET #  
 A-1

**SITE PLAN**  
 SCALE: 1:20



**STRENGTH | SERVICE | STABILITY**

**TITLE DEPARTMENT – DELIVERY TRANSMITTAL**

**Closing Location:**  
100 Saint Paul, Suite 630  
Denver, CO 80206  
Phone: (720)351-4400 Fax:

Order No.: 102-2225005-R  
Property Address: 4301 W 53rd Ave, Denver, CO 80212-4020  
Buyer(s)/Borrower(s): 53rd & Tennyson, LLC, a Colorado limited liability company  
Seller(s):

**LENDER**

Premier Members Credit Union  
Dave Lemmon  
dlemmon@pmcu.org  
5505 Arapahoe Avenue  
Boulder, CO 80303  
Phone:  
Fax:  
Cell:

Marianella Ouellet  
mouellet@pmcu.org  
5505 Arapahoe Avenue  
Boulder, CO 80303  
Phone:  
Fax:  
Cell:

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

**FOR QUESTIONS OR COMMENTS:**

**Escrow Officer:** Jodi Murray  
E-Mail Address: JMurray@firstintegritytitle.com  
Phone: (720)351-4400  
100 Saint Paul, Suite 630  
Denver, CO 80206

**Escrow Assistant:** Jodi Murray  
E-Mail Address: JMurray@firstintegritytitle.com  
Phone: (720)351-4400  
100 Saint Paul, Suite 630  
Denver, CO 80206

**WIRE INSTRUCTIONS:**

**BANK:** First Western Trust Bank  
**ABA NO.:** 102007011  
**ACCOUNT:** 2067300  
**CREDIT:** First Integrity Title Company  
**REFERENCE:** 102-2225005-R

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

## COMMITMENT FOR TITLE INSURANCE

Issued by  
**Chicago Title Insurance Company**

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

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

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

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

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

First Integrity Title Company



Ronald Banaga

**CHICAGO TITLE INSURANCE COMPANY**



By:



President

Attest:



Secretary



## CONDITIONS

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

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

Commitment No.: 102-2225005-R

**SCHEDULE A  
COMMITMENT FOR TITLE INSURANCE**

1. Effective Date: **January 19, 2023**

2. Policy or Policies to be issued:

	Amount	Premium
A. ALTA Loan Policy (06/17/06)	<b>\$4,900,000.00</b>	<b>\$4,723.00</b>

Proposed Insured: Premier Members Credit Union, its successors and/or assigns as their interests may appear.

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

**53rd & Tennyson, LLC, a Colorado limited liability company**

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

See Exhibit A attached hereto and made a part hereof.

Also known by street and number as: 4301 W 53rd Ave, Denver, CO 80212-4020

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

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## EXHIBIT A

A PORTION OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK 10, BERKELEY GARDENS, THENCE WESTERLY 30 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF WEST 53RD AVENUE, CORNER NO. 1;  
THENCE NORTH 350 FEET ON A LINE PARALLEL WITH THE WEST BOUNDARY LINE OF SAID BLOCK 10, TO A POINT 30 FEET WEST OF THE NORTHWEST CORNER OF LOT 11, IN BLOCK 10, BERKELEY GARDENS, CORNER NO. 2;  
THENCE WEST 152 FEET, FORMING AN INTERIOR ANGLE 89 DEGREES 35 MINUTES, CORNER NO. 3;  
THENCE IN A SOUTHERLY DIRECTION 195.7 FEET MORE OR LESS TO THE EAST BOUNDARY OF THE PRESENT LOCATION OF TENNYSON ROAD, FORMING AN INTERIOR ANGLE OF 132 DEGREES 49 MINUTES, CORNER NO. 4;  
AND THENCE IN A SOUTHWESTERLY DIRECTION AND NEAR THE EAST BOUNDARY OF THE AFOREMENTIONED ROAD, 210.8 FEET FORMING AN INTERIOR ANGLE OF 148 DEGREES 49 MINUTES, CORNER NO. 5;  
THENCE EAST 325 FEET ALONG THE NORTH BOUNDARY OF WEST 53RD AVENUE, FORMING AN INTERIOR ANGLE OF 78 DEGREES 22 MINUTES WEST TO CORNER NO. 1, THE PLACE OF BEGINNING, THE FIRST AND LAST COURSE GIVEN FORM AN INTERIOR ANGLE OF 90 DEGREES 25 MINUTES, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED AUGUST 10, 1953 IN BOOK 472 AT PAGE 3, COUNTY OF ADAMS, STATE OF COLORADO

For information purposes only: 4301 W 53rd Ave, Denver, CO 80212-4020  
APN/Parcel ID: 0182518100027

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## SCHEDULE B - SECTION I

### REQUIREMENTS

The following are the requirements that must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
6. Receipt by the Company of the appropriate affidavit and indemnity executed by the owners of the subject property.
7. The following requirements for 53rd & Tennyson, LLC, a Colorado limited liability company will need to be furnished to the Company:
  - a. A copy of the Operating Agreement of 53rd & Tennyson, LLC, a Colorado limited liability company,
  - b. Statement of Authority stating who is authorized to sign on behalf of 53rd & Tennyson, LLC, a Colorado limited liability company.
8. Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein for the benefit of the proposed insured, Schedule A, item 2(a), 2(b) or 2(c).
9. Record a Disburser's Notice prior to the first disbursement as required by Colorado Revised Statutes §38-22-126. Said Disburser's Notice must contain the following:
  - 1) Name and address of the property owner;
  - 2) Name, addresses and telephone number of the primary contractor;
  - 3) Name, address and telephone numbers of the Disburser;
  - 4) Legal description and street address of the subject property.
10. Release of the Deed of Trust from MAG Builders, Inc., a Colorado corporation to the Public Trustee of Denver County for the benefit of South Jackson, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$600,000.00, and any other amounts and/or obligations secured thereby, dated September 23, 2021 and recorded on February 8, 2022 at Reception No. 2022000011369.

Note: Deed of Trust cites incorrect Public Trustee of Denver County.

**NOTE: THIS IS A CONSTRUCTION LOAN AND MECHANIC'S LIEN COVERAGE WILL NOT BE PROVIDED. IF MECHANIC'S LIEN IS REQUESTED, THIS COMMITMENT IS SUBJECT TO FURTHER**

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## SCHEDULE B - SECTION I

(Continued)

### REQUIREMENTS AND/OR EXCEPTIONS UPON REVIEW BY UNDERWRITING COUNSEL FOR CHICAGO TITLE INSURANCE COMPANY.

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**NOTE:** According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

**Quit Claim Deed recorded February 14, 2019 at Reception No. 2019000011001.**

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

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

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## SCHEDULE B - SECTION II

### EXCEPTIONS

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

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not show by the Public Record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquired of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Taxes for the current year, including all taxes now or heretofore assessed, due, or payable.
8. ITEM INTENTIONALLY DELETED.
9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE RESOLUTION RECORDED ON JANUARY 12, 2021 AT RECEPTION NO. 2021000003231.
10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE LICENSE AGREEMENT BY AND BETWEEN JOHN HORVAT AND ESTATE OF JENNIE A. TUCKER RECORDED ON JANUARY 24, 2023 AT RECEPTION NO. 2023000004309.
11. PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE MORTGAGE DESCRIBED HEREIN, THE COMPANY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED BUT INCREASES AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT KNOWLEDGE OF ANY DEFECTS IN, OR OBJECTIONS TO THE TITLE, UP TO THE FACE AMOUNT OF THE POLICY. NOTWITHSTANDING ANYTHING CONTAINED IN THIS POLICY TO THE CONTRARY, THIS POLICY DOES NOT GUARANTEE THE COMPLETION OF THE IMPROVEMENTS, NOR THE SUFFICIENCY OF FUNDS FOR THE COMPLETION THEREOF.

**End of Schedule B Section II**

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## DISCLOSURE STATEMENT

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

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

**FIDELITY NATIONAL FINANCIAL  
PRIVACY NOTICE**

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

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



## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

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

### **Types of Information Collected**

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

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

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

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

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

### **How Information is Collected**

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

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

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

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

### **Use of Collected Information**

Information collected by FNF is used for three main purposes:

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

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

### **When Information Is Disclosed**

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

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

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

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

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

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

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

### **Choices With Your Information**

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



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

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

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

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

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

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

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

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

#### **Information From Children**

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

#### **Privacy Outside the Website**

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

#### **International Users**

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

### **The California Online Privacy Protection Act**

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

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

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

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

### **Your Consent To This Privacy Notice**

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

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

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

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





100 Saint Paul, Suite 630  
Denver, CO 80206  
Phone: (720)351-4400 Fax:

## PRIVACY POLICY

### **Committed to Protecting Customer Information**

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

### **Applicability**

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

### **Types of Information**

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

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

### **Use of Information**

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

### **Former Customers**

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

### **Confidentiality and Security**

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

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



## WILL SERVE LETTER

January 23, 2020

MAG Builders  
ATTN: Alisha Butler  
3132 Federal Blvd  
Denver, CO 80211

Re: 4301 W 53<sup>rd</sup> Ave, Denver, CO 80212

Dear Alisha,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electrical service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 4301 W 53<sup>rd</sup> Ave, Denver, CO 80212.

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

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

A scheduled in-service date will be provided once these requirements have been met.

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found at [Site Requirements. https://www.xcelenergy.com/staticfiles/xcel-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf](https://www.xcelenergy.com/staticfiles/xcel-responsive/Admin/Managed_Documents_&_PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf) Easement requirements can be found at [Utility Design and Layout](#).

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

Sincerely,

Michael Howell  
Pike Engineering LLC  
555 Zang Street Suite 250  
Lakewood, CO 80228  
Pike Engineering

Mailing address:

Version July 2, 2018



April 6, 2018

To whom it may concern:

According to our records, Denver Water currently provides water for property located at 4301 W 53<sup>rd</sup> Avenue, Denver, CO 80212. Please let us know if you have additional questions.

Best regards,

Marlen Betancourt  
Denver Water Customer Care  
(303) 893-2444  
[www.denverwater.org](http://www.denverwater.org)

**Sewer tap fees will be payable to the Berkeley Water and Sanitation District which also collects Metro Wastewater's "connection fees". Fees to all agencies will be at prevailing rates.**

**Sincerely,**

**BERKELEY WATER & SANITATION DISTRICT**

**Berkeley Board**

**BERKELEY WATER & SANITATION DISTRICT  
4455 WEST 58TH AVENUE, UNIT A  
ARVADA, COLORADO 80002  
303-477-1914  
Fax: 303-433-1039  
Email: berkeleywater@gmail.com**

**April 6, 2018**

**Mag Builders  
4301 West 53<sup>rd</sup> Avenue  
Denver, CO, 80221**

**Dear Mag Builders:**

**Re: 4301 West 53<sup>rd</sup> Avenue, Denver, CO 80221  
Availability of sanitary sewer services**

**Sewer: The District has an 8”PVC sanitary sewer main 53<sup>rd</sup> Avenue between Tennyson and Stuart on the south side of the property and an 8” clay sanitary sewer main in Tennyson on the west side of the property that is available for tapping. There is no sanitary sewer main available on the east side of the property. Extensions within the project, feeding into this present system, may need to be made to facilitate development depending upon design.**

**Each unit served must have its own sewer service lines, on its own land. An engineering design and/or plans are required prior to the purchase of sewer taps.**

**Should the extension of sewer mains be required, the design must be reviewed by an engineering firm. A review deposit may be required.**

**The construction contract would be under the jurisdiction of the Berkeley Water and Sanitation District. A contract must be developed, appropriate Certificates of Insurance presented and Warranty and Performance Bonds must be posted.**

**If the Developer must deposit with the Berkeley Water and Sanitation District a sum in the amount, over payments will be refunded and shortages billed to the Developer.**

**The design for the development must comply with the regulations of the Berkeley Water and Sanitation District, Adams County Fire Protection District and Adams County.**

**To reiterate, all costs involved—reviews, contract development, construction, observation and inspections—are the responsibility of the Developer.**



**Legal Description: 4301 W. 53<sup>rd</sup> Ave., Denver, Co 80212**

SECT, TWN, RNG: 18-3-68 DESC A PORT OF SW4 NE4 DESC AS FOL BEG AT SW COR LOT 24 BLK 10 BERKELEY GARDENS TH WLY 30 FT TO PT ON BDRY LN W 53RD AVE TH N 350 FT TO A PT 30 FT W OF NW COR LOT 11 BLK 10 TH W 152 FT TH IN SWLY DIR 195/7 M/L TO E BDRY OF PRESENT LOC OF TENNYSON RD TH IN SWLY DIR ON AND NEAR E BDRY SD RD 210/8 FT TH E 325 FT ALG N BDRY OF W 53RD AVE TO POB EXC E 30 FT FOR RD 2/16A



# TREASURER & PUBLIC TRUSTEE

## ADAMS COUNTY, COLORADO

### Certificate Of Taxes Due

Account Number R0105145  
 Parcel 0182518100027  
 Assessed To  
 53RD AND TENNYSON LLC  
 4301 W 53RD AVE  
 DENVER, CO 80212-4020

Certificate Number 2023-231714  
 Order Number  
 Vendor ID 2  
 DATA TRACE  
 30005 LADYFACE CT STE 200  
 AGOURA HILLS, CA 91301

**Legal Description**

**Situs Address**

SECT.TWN,RNG:18-3-68 DESC: A PORT OF SW4 NE4 DESC AS FOL BEG AT SW COR LOT 24 BLK 10 BERKELEY GARDENS TH WLY 30 FT TO PT ON BDRY LN W 53RD AVE TH N 350 FT TO A PT 30 FT W OF NW COR LOT 11 BLK 10 TH W 152 FT TH IN SWLY DIR 195/7 M/L TO E BDRY OF PRESENT LOC OF TENNYSON RD TH IN SWLY DIR ON AND NEAR E BDRY SD RD 210/8 FT TH E 325 FT ALG N BDRY OF W 53RD AVE TO POB EXC E 30 FT FOR RD 2/16A

4301 W 53RD AVE

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2022	\$12,539.20	\$0.00	\$0.00	(\$12,539.20)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 06/15/2023</b>					<b>\$0.00</b>

Tax Billed at 2022 Rates for Tax Area 480 - 480

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6150000*	\$371.12	VACANT RESIDENTIAL	\$354,000	\$102,660
BERKELEY WATER & SANITATION	3.1060000*	\$318.86	Total	\$354,000	\$102,660
ADAMS COUNTY FIRE PROTECTIO	17.5540000	\$1,802.09			
ADAMS COUNTY	26.9670000	\$2,768.44			
HYLAND HILLS PARK & RECREAT	5.1240000	\$526.03			
SD 50	64.7770000	\$6,650.00			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$10.27			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$92.39			
Taxes Billed 2022		122.1430000			\$12,539.20

\* 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, Alexander L

Villagran

4430 S. Adams County Parkway  
 Brighton, CO 80601





### Colorado Geological Survey Payment Portal

Receipt Number: 780408

Colorado Geological Survey  
 Current Date: 09/08/2023

Description	Amount Tax
Pre-Pay the Colorado Geological Survey Land Use Review Fee Must select project size to calculate a price: Small Subdivision - Project Name: 53rd & Tennyson Row County of Project: Adams Applicant's Name: Kendall Goodman Applicant's Address (line 1): 2899 N Speer Blvd Applicant's Address (line 2): Ste 120 Applicant's City: Denver Applicant's State: CO Applicant's Zip Code: 80211 Applicant's Phone: 303.477.5550 Applicant's Email: kendall@realarchitecture.com	\$950.00
Pre-Pay the Colorado Geological Survey Land Use Review Fee	
<b>Total</b>	<b>\$950.00</b>

Payments Received	Amount
CC American Express XXXXXXXXXXXX1251 Authorization # 235799	\$950.00
<b>Total</b>	<b>\$950.00</b>

Thank you for the payment.

August 22, 2022



Adams County Planning & Development Department  
4430 South Adams County Parkway  
Brighton, CO 80601-8216

To Whom It May Concern:

RE: Proposed Development at 4301 W. 53<sup>rd</sup> Avenue, Denver, CO 80212

The District welcomes infill development within its boundaries and, while the District takes no position on the specific plans, we believe that a community should include a wide choice of high quality housing to meet the resident's needs. This project proposes to provide additional housing options to the community.

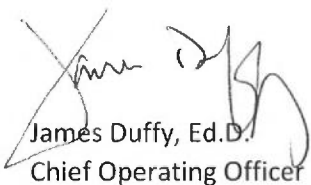
In reviewing the current proposal for three duplex units on the site (a total of six units) and one single family home, we have determined that the impact of the proposed development on the District would be minimal. Currently, the District has the capacity to absorb students generated by this project within its existing schools. Using an average number of students generated by housing type, based on information provided by MAG Builders, the District has conservatively calculated the following student yield:

Number of Bedrooms	Number of New Units of that Size	Average Number of School-Aged Residents Per Unit	New School-Aged Residents
2-3	6	x 0.153	= 1 (low end estimate)
2-3	6	x 0.3	= 2 (high end estimate)

	SFD Units	Elementary School Yield	Potential Elementary Students	Middle School Yield	Potential Middle School Students	High School Yield	Potential High School Students	Total Potential Students
	1	0.8	1	0.3	1	0.2	1	3

In considering the minimal impact to the District by new students who may reside in the development, estimated between four and six, the District believes it is important to focus on the quality of the development and the degree to which it will revitalize the community in the years ahead. The District believes development on the south end of the District will provide suitable living accommodations for the citizens of the community and, in general, will have an overall positive impact on the existing neighborhood.

Sincerely,



James Duffy, Ed.D.  
Chief Operating Officer

Westminster Public Schools