



Re-submittal Form

Case Name/ Number: PRC2023-00002

Case Manager: David DeBoskey

Re-submitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement (Microsoft Word version)
- Other: _____

*** All re-submittals must have this cover sheet and a cover letter addressing review comments.**

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: Engineering; Planner; Right-of-Way; Addressing; Building Safety;

Neighborhood Services; Environmental; Parks; Attorney; Finance; Plan Coordination



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

September 12, 2023

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

**Re: 6495 York Street Rezoning and Replat
PRC2023-00002
4th Submittal**

Dear County Staff,

Enclosed is our fourth submittal on behalf of 6535 York, LLC for a rezoning and replat. Below are the Applicant's responses to staff's comments. Staff's comments are in **black** and Applicant's responses are in **blue**. Also included with this submittal are the following supporting documents:

- Map of Parcels in support of rezoning
- Traffic letter, dated May 18, 2023
- Statement of Authority for 6535 York, LLC
- Title Commitment
- Updated Plat
- Subdivision Improvement Agreement with suggested language for review

Staff Comments and Applicant Responses to PRC2023-00002 Comments

Planner Review 3rd Review

PLN1: Part of the confusion is on me as well; I apologize. What is requested for the rezoning is a map that clearly and visibly shows which parcels are being considered for the rezoning. This should not be the same visual representation as the plat for the subdivision or a survey. It should highlight the three parcels as one proposed parcel, or three currently separated parcels. Past submitted versions have included adjacent parcels or have not delineated the subject parcel(s) enough where it is difficult to know where the subject parcel(s) are. It should unequivocally illustrate the parcels being considered for the rezone. Thanks

Response: Please see “map of parcels included” as responsive to this comment.

Development Engineering Review 3rd Review

Please ignore previous response to Engineering Review #3. Response was entered in error. Review complete. See doc #6479275. Traffic letter, and possibly fee's-in-lieu cost estimate, need to be revised.

On future submittals, please include the entire comment sheet. Including only an abbreviated version of the comments creates confusion in the review.

Response: Thank you. Included here are comments and responses from County staff 3rd review, Doc Numbers 6405316 and 6479275, and Right-of-Way Comments Provided Separately by D. Dittmer.

The applicant has not responded to the comments that were submitted in doc #6443970. It appears that the comments were re-written/summarized and then responded too in the 3rd resubmittal for this application. The 3rd resubmittal comment responses will not be reviewed as they are not responses to the original comments. The applicant will need to respond to the comments in doc #6443970 (UNEDITED) and resubmit.

Response: Thank you. Included here are comments and responses from County staff 3rd review, Doc Numbers 6405316 and 6479275, and Right-of-Way Comments Provided Separately by D. Dittmer.

ROW Review 3rd Review

ROW1: Please review previous comments as provided. Numerous items not properly addressed.

Response: Thank you. Included here are comments and responses from County staff 3rd review, Doc Numbers 6405316 and 6479275, and Right-of-Way Comments Provided Separately by D. Dittmer.

ROW2: Font is inconsistent throughout. Appears to be 3 fonts being used. Keep it the same throughout except the title.

Response: The attached plat has been updated to have consistent font throughout.

ROW3: Do not need to re-cite the new legal description as it is redundant. Only provide once.

Response: Noted and implemented; thank you.

ROW4: Revise the title commitment note to that of the provided report.

Response: Noted and implemented; thank you.

ROW5: Review all redline comments provided on the plat.

Response: Noted and implemented; thank you.

ROW6: Need to label the Parcels as described by the current legal description along with the vacation statements as provided.

Response: Noted and implemented; thank you.

ROW7: Need to provide complete size of the new parcel: LOT 1, SQ. FT., AC.

Response: Noted and implemented; thank you.

ROW8: Provide abutting parcel information for the parcel included in the title, but not the plat.

Pending review of subsequent submittals, additional comments may be provided

Response: Noted and implemented; thank you.

Previous Review Comments Taken from Doc Numbers 6405316 and 6479275 and Right-of-Way Comments Provided Separately by D. Dittmer

ENG1: The Trip Generation Letter (TGL) use an ITE Code (821) that is for a commercial use (Shopping Center). Although the shopping center ITE code may generate more traffic than an Industrial 2 use, the TGL, must be reflective of the application submitted. The TGL must be revised using an industrial use ITE code.

- Applicant Response: This second submittal contains an updated letter with updated code.
- County Response: The TGL assumes that there will be a 40,000 square foot building on the site. However, the developer has not proposed any site improvements. Therefore, the TGL should be based on the overall acreage of the site. Revise the TGL accordingly.
- Applicant Response: Please see the attached response from Chris McGranahan, PE.
- County Comment: The TGL is looking at only one of the existing 3 lots. This applicant includes combining the three (3) lots into one. The TGL needs to look at the entire site, and since there is no proposed site plan, the TGL needs to look at lot acreage, not an assumed building size.

[Response: This comment has been addressed in the updated traffic analysis, dated May 18, 2023 and attached here.](#)

ENG2: The drainage conformance letter submitted with this application is requesting a waiver to the drainage plan submittal requirements for a rezoning. This request is denied. It is understood that there is no proposed site plan for this development. However, the County does need to make sure there is a viable storm sewer outfall for any future development, in order to allow this use. Submit a drainage plan showing the location and flow path of a viable storm sewer outfall for the future developed site.

- Applicant Response: Attached with this second submittal is a conceptual drainage letter responsive to these comments.
 - County response: The drainage plan shows a potential storm outfall for a future pond going over land currently owned by Public Service Company of Colorado (PSCo). For this to be a valid storm outfall the developer would need an easement from PSCo. There is, however, an existing pipe crossing York Street and traversing the PSCo parcels. The engineer of record should investigate the viability of these existing pipes.
 - Applicant response: Please see the attached response from Ed Jennings, PE & PLS.
 - County Comment: The drainage plan submitted adequately demonstrates a viable storm sewer outfall for development of this site.
- Comment Closed.

[Response: N/A](#)

ENG3: Prior approval of the final plat, the developer is required to submit for review and receive approval of all construction documents (See comment ENG4 below). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, electronic copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

- Applicant Response: Noted.

- County Response: The applicant is not proposing to develop or improve the property with this application. Applicant has submitted plans/reports showing how potential impacts to County infrastructure could be mitigated. Those documents have been reviewed but will require revisions based on these comments.

- Applicant response: Please see the attached response from Ed Jennings, PE & PLS.

-County response: The applicant has submitted a drainage plan showing how development of the site can be done with a viable storm drainage out fall that won't have a negative impact on County infrastructure, and they have submitted a cost estimate for fee's-in-lieu to compensate the County for roadway improvements associated with a County Capital Improvements Project (CIP). However, the traffic letter submitted was not adequate and staff cannot determine if full buildout of the site will require access/decel lanes into the site. If the revised traffic letter shows that accel/decel lanes could be needed, the fee-in-lieu cost estimate will need to be revised.

Response: The Applicant does not have plans for full buildout of the site and thus cannot determine whether acceleration or deceleration lanes will be needed. Applicant proposes to add language to the Subdivision Improvements Agreement, attached here for review, to ensure that, if additional improvements are needed once full buildout is planned, land dedication is made or a revised cash-in-lieu cost estimate is created and an update to the deposit is made.

ENG4: The developer will be required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

- Applicant Response: The County has notified Applicant that cash-in-lieu is an option to satisfy this requirement, and Applicant has determined to provide cash-in-lieu for the improvements.

- County Response: The letter included in the submittal suggesting that paying fees-in-lieu for the public roadway improvements is 'unreasonable', is not acceptable. Section 5-04-01-02-01 of

the Adams County Development Standards and Regulations (DSR) requires roadway improvements to all permitter roads to a subdivision. Because the County has a Capital Improvement Project underway for York Street, the developer is required to pay fee's-in-lieu instead. The applicant will need to supply a cost estimate for materials costs based on the York Street Capital Improvement Project plans delivered to the applicant in April.

- Applicant response: Please see the attached response from Ed Jennings, PE & PLS.
- County Comment: the traffic letter submitted was not adequate and staff cannot determine if full buildout of the site will require access/decel lanes into the site. If the revised traffic letter shows that accel/decel lanes could be needed, the fee-in-lieu cost estimate will need to be revised.

[Response: The Applicant does not have plans for full buildout of the site and thus cannot determine whether acceleration or deceleration lanes will be needed. Applicant proposes to add language to the Subdivision Improvements Agreement, attached here for review, to ensure that, if additional improvements are needed once full buildout is planned, land dedication is made or a revised cash-in-lieu cost estimate is created and an update to the deposit is made.](#)

ENG5: York Street is the subject of a current Adams County Capital Improvement Project (CIP). Construction of this CIP will not happen for several years, at least. Although, this does not affect the rezoning of the property, future development of the property may require that the developer dedicate right-of-way for the County CIP.

- Applicant Response: Noted.
- County Response: Comment Closed.

[Response: N/A](#)

ENG6: Flood Insurance Rate Map – FIRM Panel # (08001C0604H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

- Applicant Response: Noted.
- County Response: Comment Closed.

[Response: N/A](#)

ENG7: The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. In the event that the disturbed area of the site exceeds 1 acre and the site is within the Adams County MS4 area, then the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000.

The proposed site is located within the Adams County MS4 permit area. An Adams County SWQ Permit is required for development of this site.

At the time of development, the applicant should contact Juliana Archuleta, the County's Stormwater Program Manager, to inquire about obtaining a SWQ Permit. Ms. Archuleta can be contacted at 720-523-6869 or by email at mjarchuleta@adcogov.org.

- Applicant Response: Noted.

- County Response: This comment will apply to any future development of this property.
Comment Closed.

Response: N/A

ENG8: Prior issuance of construction permits, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, electronic copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

- Applicant Response: Noted.

- County Response: This comment was a duplicate of comment #3 above. This comment deleted.

Comment Closed.

Response: N/A

ENG9: No building permits will be issued until all public and drainage improvements have been constructed, inspected and preliminarily accepted by the County's Public Works Dept.

- Applicant Response: Noted.

- County Response: This comment will apply to any future development of this property.
Comment Closed.

Response: N/A

ENG10: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk or other County infrastructure damaged during construction.

-Applicant Response: Noted.

- County Response: This comment will apply to any future development of this property.
Comment Closed.

Response: N/A

ENG11: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS

Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

- Applicant Response: Noted.

- County Response: This comment will apply to any future development of this property.
Comment Closed.

Response: N/A

PRC2023-00002 HARVEST ACRES SUBDIVISION AMENDMENT NO. 1 ROW COMMENTS – THRID SUBMITTAL

ROW1: Remove “LEGAL DESCRIPTION” and replace it with “OWNERSHIP CERTIFICATE”

Response: Noted and implemented; thank you.

ROW2: You are platting a single lot not “LOTS”

Response: Noted and implemented; thank you.

ROW3: For fluidity the owner’s execution and notary affirmation needs to be below the OWNERSHIP CERTIFICATE. The Notes should be placed where this now is.

Response: Noted and implemented; thank you.

ROW4: Must provide a copy of a recorded Statement of Authority or copy of the operating agreement for the LLC to verify the signatory’s authority.

Response: The Statement of Authority has been previously provided and is included with this submittal.

ROW5: Use the following approval blocks:

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 202__

CHAIR

BOARD OF COUNTY COMMISSIONERS’ APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 202__

CHAIR

ADAMS COUNTY ATTORNEY’S OFFICE

APPROVED AS TO FORM

Response: Noted and implemented; thank you.

ROW6: A complete title commitment note should be provided as to use, etc.

Response: The title commitment note has been updated to respond to this comment.

ROW7: The state and county are backwards in the Notary Affirmation.

Response: Noted and corrected; thank you.

ROW8: Revise affirmation: THE FORGOING OWNERSHIP CERTIFICATE WAS ACKNOWLEDGED....

Response: Noted and implemented; thank you.

ROW9: Label Point of Commencement and Point of Beginning on Sheet 2.

Response: Noted and implemented; thank you.

ROW10: A copy of the Title Commitment cited, dated 4/5/2023 must be provided with hyperlinks to cited documents or an abstract provided.

Response: The title commitment has been previously provided and is included with this submittal.

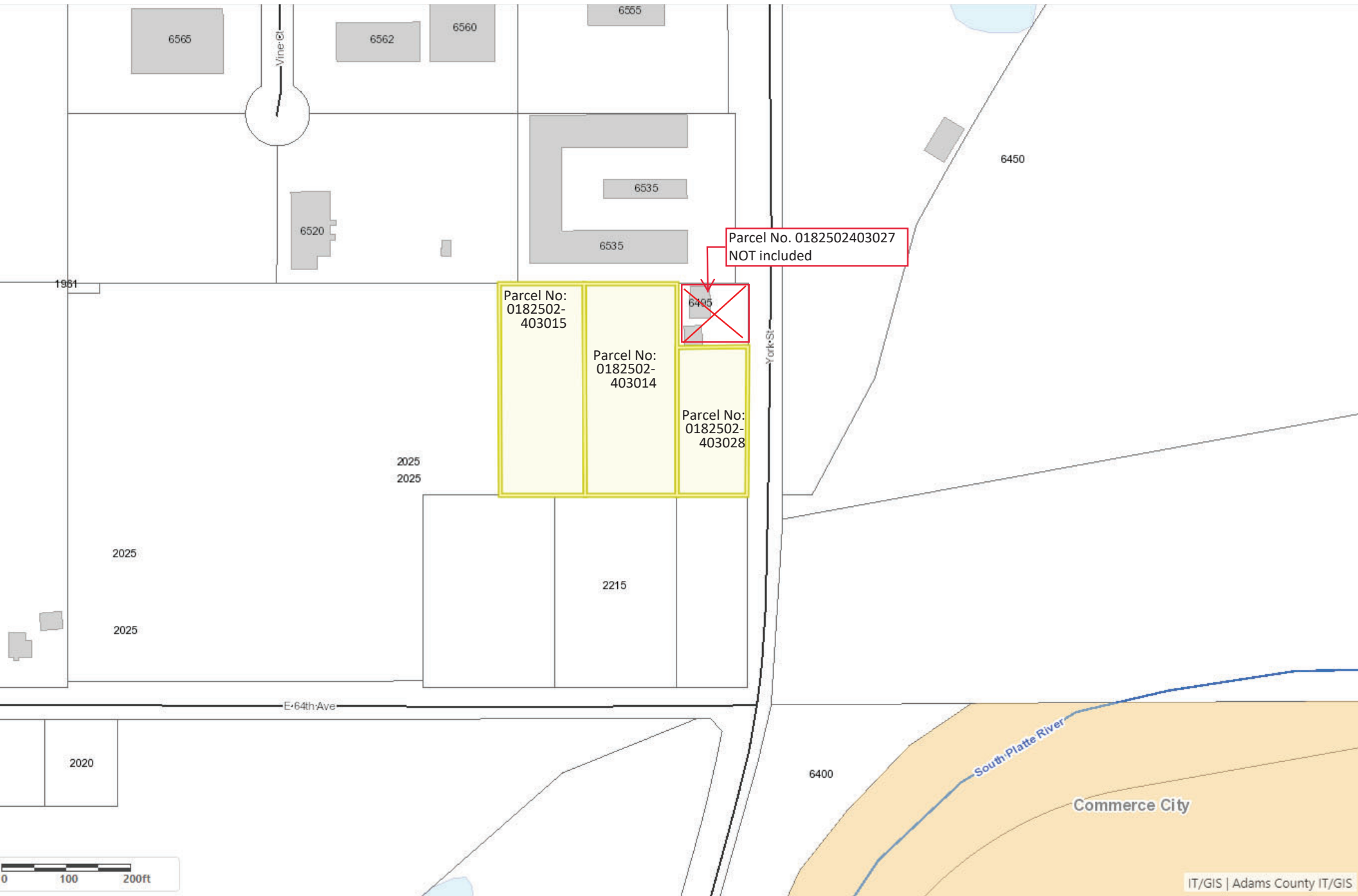
ROW11: What are the two symbols shown. Either remove or provide what they are in the legend.

Response: Resolved and plat updated; thank you.

Sincerely,

Christine Francescani

Christine M. Francescani
FAIRFIELD AND WOODS, P.C.



Parcel No. 0182502403027
NOT included

Parcel No:
0182502-
403015

Parcel No:
0182502-
403014

Parcel No:
0182502-
403028

~~6495~~

E-64th Ave

York St

Vine St

South Platte River

Commerce City



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



May 18, 2023

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

Re: Harvest Acres
York Rezoning
Adams County, CO
LSC #220990

Dear Mr. Goodman:

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

INTRODUCTION

The purpose of this letter is to estimate the trip generation potential for the currently proposed I-2 zoning for Parcels 2, 3, and 4 based on a light industrial use. These three lots total about 2.94 acres.

LAND USE AND ACCESS

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

TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for a light industrial use allowed by the proposed I-2 zoning based on the rates from Trip Generation, 11th Edition, 2021 by the Institute of Transportation Engineers (ITE).

There are no trip generation rates provided by ITE based on acres of light industrial use so a floor area ratio of 0.3 was applied to the 2.94-acre site to estimate a future land use of about 38,420 square feet.

A proposed light industrial use within the proposed I-2 zoning has the potential to generate an average of about 187 vehicle-trips on the average weekday, with about half entering and half exiting the site during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 25 vehicles could enter and about 3 vehicles

could exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:30 p.m., about 3 vehicles could enter and about 21 vehicles could exit the site.

* * *

We trust this information will assist you in planning for the proposed Harvest Acres York Rezoning.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By:  _____
 Christopher S. McGranahan, P.E.
 Principal/President



CSM/wc
5-18-23

Enclosure: Improvements Survey Plat
Table 1

IMPROVEMENT SURVEY PLAT

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

LEGAL DESCRIPTION :

Provided by First American Title Insurance Company
Commitment No.: NCS-836420-CO

Parcel I:
That part of Plot 20 - Harvest Acres - and a part of the right of way of the White Cap Canal described as follows:
Beginning at the Northeast corner of Block 20;
Thence West along the North line of said Block 20, 110 feet; Thence South and parallel with the East line of Block 20, 100 feet;
Thence East and parallel to the North line of said Block 20, 110 feet;
Thence North along the East line of said Block 20, 100 feet to the Point of Beginning, County of Adams, State of Colorado.

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

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

Parcel IV:
That part of Blocks 19 and 20, Harvest Acres, together with vacated white cap canal and vacated Harvest Street, described as follows:
Beginning at the Northeast corner of said Block 20; thence West 255 feet along the North line of said Block 20 to the true point of beginning; thence West along the North line of Block 20, and the North line of Block 19, a distance of 132 feet; thence South and parallel to the East line of Block 20, a distance of 330.0 feet; thence East and parallel to the North line of Block 19 and Block 20, a distance of 132.00 feet; thence North 330.0 feet to the true point of beginning,
County of Adams, State of Colorado.

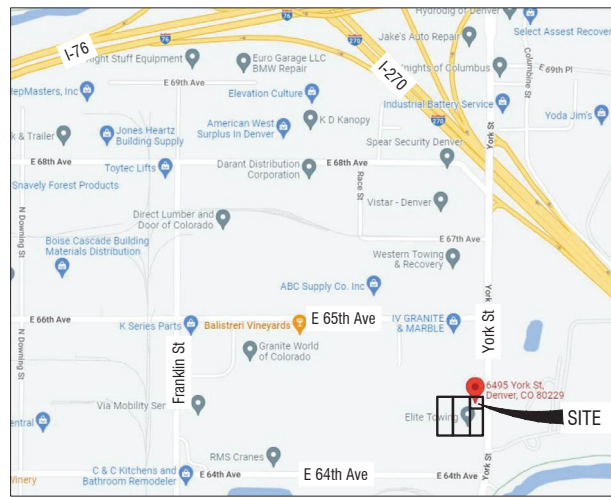
NOTES:

1. THIS PLAT REPRESENTS A SURVEY OF THE PARCEL SHOWN.
2. THE WORD 'CERTIFY' AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OF GUARANTEE, EXPRESSED OR IMPLIED.
3. DATE OF FIELD WORK AUGUST 30, 2022.
4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY TIMBERLINE SURVEYING TO DETERMINE OWNERSHIP AND EASEMENTS OF RECORD.
5. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAYS, TITLE OF RECORD AND SUBJECT PROPERTY LINES WE RELIED ON THE RECORDED PLAT OF HARVEST ACRES, ADAMS COUNTY, STATE OF COLORADO.
6. ALL ANGLES AND DISTANCES SHOWN ON THIS SURVEY ARE ACTUAL MEASUREMENTS. DISTANCES ARE MEASURED IN U.S. SURVEY FOOT.
7. ELEVATIONS WERE DERIVED FROM GPS RTX OBSERVATIONS UNDER NAVD 88 WITH GEOID MODEL 18US CONUS G18US.GGF.
8. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASE UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASE UPON ANY DEFECT IN THE SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATION:

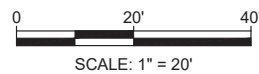
I, JOSEPH W. STICE III BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, PLS 36072, DO HEREBY CERTIFY THAT ON SEPTEMBER 16, 2022, A SURVEY OF THE HEREIN DESCRIBED PARCEL WAS COMPLETED UNDER MY DIRECT SUPERVISION, AND THAT THIS IS A TRUE AND ACCURATE PLAT OF SAID SURVEY TO THE BEST OF MY KNOWLEDGE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

FOR AND ON BEHALF OF TIMBERLINE SURVEYING
JOSEPH W. STICE III



VICINITY MAP

1" = 1000'



SCALE: 1" = 20'

LEGEND:

- PROPERTY BOUNDARY
- - - SUBDIVISION LINES
- ⊙ FND REBAR AS SHOWN
- △ SET 1 1/2" ORANGE PLASTIC CAP ON 18" #5 REBAR, PLS NO. 36072

FILING CERTIFICATION:

DEPOSITED THIS _____ DAY OF _____, 20____, AT _____ M.
IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHTS-OF-WAY SURVEYS
AT PAGE _____, RECEPTION NUMBER _____
COUNTY SURVEYOR _____
BY DEPUTY COUNTY SURVEYOR _____

AINWORTH ENTERPRISES INC
0182502404007

SFG RMS COLORADO LLC
0182502403058

6535 YORK LLC
0182502404008

PARCEL 4
0182502403015
1.009 ACRES±

PARCEL 3
0182502403014
1.098 ACRES±

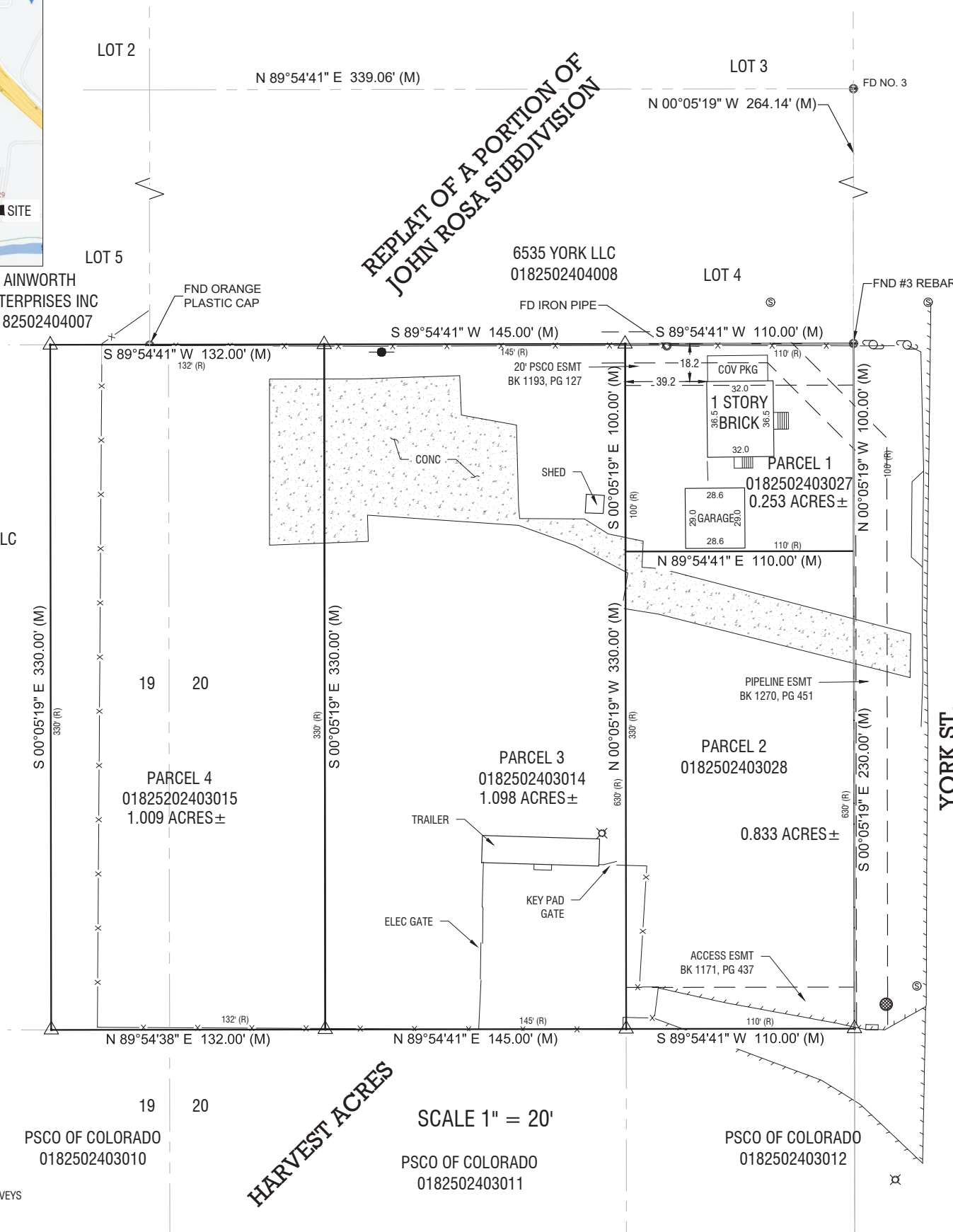
PARCEL 2
0182502403028
0.833 ACRES±

PSCO OF COLORADO
0182502403012

SCALE 1" = 20'
PSCO OF COLORADO
0182502403011

HARVEST ACRES

REPLAT OF A PORTION OF
JOHN ROSA SUBDIVISION



REV	DATE	ISSUED FOR REVIEW	REVISIONS
0	09/16/2022		

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

CUSTOM MAPPING AND LAND SURVEYING P.O. BOX 271862 LITTLETON, COLORADO 80127 303-971-0955 timberlinesurveying@gmail.com	
BOUNDARY AND SURVEYING	

SHEET NUMBER	1
PROJECT No.	22044
1 OF 1	

d:\projects\timberline_surveying\lit-22044-york_street-isp\lit-22044-isp.dwg

Table 1
ESTIMATED TRAFFIC GENERATION
Harvest Acres York Rezoning
Adams County, CO
LSC #220990; May, 2023

Trip Generating Category	Quantity	Trip Generation Rates ⁽¹⁾					Vehicle-Trips Generated				
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
		Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
ALLOWABLE LAND USE PER PROPOSED I-2											
General Light Industrial ⁽²⁾	38.420 KSF ⁽³⁾⁽⁴⁾	4.87	0.651	0.089	0.091	0.559	187	25	3	3	21

EXISTING/PROPOSED LAND USE

The applicant currently uses Parcels 3 and 4 as an industrial vehicle tow yard and Parcel 2 is currently vacant. The proposed use is to utilize Parcels 2 through 4 as an industrial vehicle tow yard .

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition, 2021
- (2) ITE Land Use No. 110 - General Light Industrial
- (3) KSF = 1,000 square feet
- (4) The ITE trip generation manual does not provide trip generation rates based on acreage for this land use so a floor area ratio of 0.3 was assumed for the 2.94-acre site which resulted in the assumed 38,420 square feet.

RECEPTION#: 2016000028866, 04/18/2016 at 08:59:56 AM, 1 OF 2, TD Pgs: 0 Doc Type:AF Stan Martin, Adams County, CO



**STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)**

1. This Statement of Authority relates to an entity¹ named
6535 YORK, LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The type of entity is a:

- | | | | |
|-------------------------------------|---------------------------|--------------------------|--|
| <input type="checkbox"/> | Corporation | <input type="checkbox"/> | Registered Limited Liability Partnership |
| <input type="checkbox"/> | Nonprofit Corporation | <input type="checkbox"/> | Registered Limited Liability Limited Partnership |
| <input checked="" type="checkbox"/> | Limited Liability Company | <input type="checkbox"/> | Limited Partnership Association |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Government or Governmental Subdivision or Agency |
| <input type="checkbox"/> | Limited Partnership | <input type="checkbox"/> | Trust |

3. The entity is formed under the laws of **COLORADO**

4. The mailing address for the entity is **ONE BROADWAY #300A, DENVER, CO 80203**

5. The **X** name **X** position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is **MARK G. GOODMAN AS MANAGER**

6. The authority of the foregoing person(s) to bind the entity: is² not limited is limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in real property:

8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³

9. This Statement of Authority amends and supersedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

(Signature and Notary Acknowledgment on Second Page)

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.



RECEPTION#: 2016000028866, 04/18/2016 at 08:59:56 AM, 2 OF 2, TD Pgs: 0 Doc Type:AF Stan Martin, Adams County, CO

Executed this 14th day of April 2016

6535 YORK, LLC, A COLORADO LIMITED LIABILITY COMPANY

Mark G. Goodman
MARK G. GOODMAN, MANAGER

State of

CO

County of

Denver

The foregoing instrument was acknowledged before me this 14th day of April 2016 by MARK G. GOODMAN AS MANAGER OF 6535 YORK, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official seal.

My commission expires: 6/5/18

Valerie L. Tapia-Renfro
Notary Public

WHEN RECORDED RETURN TO:

VALERIE L. TAPIA-RENFRO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064021605
MY COMMISSION EXPIRES 06/05/2018

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

No
1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: April 5, 2023

FILE NUMBER: 100-N0039770-030-TH, Amendment No. 1

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

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

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

YOUR REFERENCE NUMBER:

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

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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

TO: Escrow Officer	ATTN: Teresa Hott PHONE: (303) 291-9984 FAX: (303) 633-7720 E-MAIL: teresa.hott@fnf.com
Escrow Assistant	ATTN: Jess Mosher PHONE: (303) 291-9809 E-MAIL: jess.mosher@fnf.com
Title Officer	ATTN: Noreen Behringer PHONE: (303) 889-8094 E-MAIL: nbehringer@fnf.com
Sales Executive	ATTN: Katie Picone E-MAIL: katie.picone@fnf.com
TO: 6535 York LLC, a Colorado limited liability company	ATTN: PHONE: FAX: E-MAIL:
TO: Goodman Commercial Real Estate, LLC 789 Sherman St. Suite 660 Denver, CO 80203	ATTN: Mark Goodman PHONE: (720) 440-6271 FAX: (720) 440-6275 E-MAIL: mgoodman@goodmancommre.com
TO: Goodman Commercial Real Estate, LLC 789 Sherman St. Suite 660 Denver, CO 80203	ATTN: Drew Goodman PHONE: (720) 440-6270 FAX: (720) 440-6275 E-MAIL: dgoodman@GoodmanCommRE.com
TO: Goodman Commercial Real Estate, LLC 789 Sherman St. Suite 660 Denver, CO 80203	ATTN: Matthew Sachs PHONE: (720) 440-6270 FAX: (720) 440-6275 E-MAIL: msachs@GoodmanCommRE.com

**Commitment Transmittal
(Continued)**

TO:	National Commercial Services Downtown	ATTN:	Teresa Hott
	1401 17th St	PHONE:	(303) 942-2200
	#480	FAX:	(303) 628-1671
	Denver, CO 80202	E-MAIL:	teresa.hott@fnf.com

END OF TRANSMITTAL



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

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

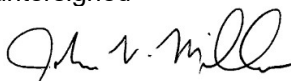
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

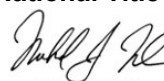
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 100-N0039770-030-TH, Amendment No. 1
Property Address: 6495 York Street, Denver, CO 80229-7406
Revision Number: Amendment No. 1, Amendment Date: April 5, 2023

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **March 31, 2023**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Policy Amount: **\$100,000.00**
 - (b) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
 - (c) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, [vested in](#):
6535 York, LLC, a Colorado limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A
(Continued)

PREMIUMS:

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

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

Page 2

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EXHIBIT A
LEGAL DESCRIPTION

PARCEL I:

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

Thence West along the North line of said Block 20, 110 feet;
Thence South and parallel with the East line of Block 20, 100 feet;
Thence East and parallel to the North line of said Block 20, 110 feet;
Thence North along the East line of said Block 20, 100 feet to the Point of Beginning,

County of Adams,
State of Colorado.

For Informational Purposes
Tax ID No.: R0098200

PARCEL II:

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

Thence North 630 feet along the East line of Plot 20;
Thence West 110 feet along the North line of Plot 20;
Thence South 630 feet parallel to the East line of Plot 20 to a point on the South line of Plot 20;
Thence East along the South line of Plot 20 a distance of 110.0 feet to the True Point of Beginning,

EXCEPT that portion described in Deeds recorded in [Book 1053 at Page 92](#) and [Book 2158 at Page 889](#),

County of Adams,
State of Colorado.

For Informational Purposes
Tax ID No.: R0098201

PARCEL III:

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

Thence West 110.0 feet along the North line of said Block 20 to the True Point of Beginning;
Thence West 145.0 feet along said North line;
Thence South and parallel to the East line of Block 20, a distance of 330.0 feet;
Thence East and parallel to the North line of Block 20, a distance of 145.0 feet;
Thence North 330.0 feet to the True Point of Beginning,

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

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EXHIBIT A
(Continued)

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

County of Adams,
State of Colorado

For Informational Purposes
Tax ID No.: R0098191

PARCEL IV:

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

Beginning at the Northeast corner of said Block 20;

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

County of Adams,
State of Colorado.

For Informational Purposes
Tax ID No.: R0098192

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

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

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

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

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

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

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

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

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

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

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SCHEDULE B
PART I – Requirements
(Continued)

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

Amount: _____ \$705,000.00
Dated: _____ April 26, 2017
Trustor/Grantor: _____ 6535 York, LLC, a Colorado limited liability company
Trustee: _____ The Public Trustee of Adams County, Colorado
Beneficiary: _____ 5Star Bank
Loan No. _____ None Shown
Recording Date: _____ April 28, 2017
Recording No: _____ [Reception No.2017000036971](#)

Assignment of Rents:

Recording Date: _____ April 28, 2017
Recording No: _____ [Reception No.2017000036972](#)

NOTE: Release recorded January 25, 2023 at Reception No. 4448.

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

- i. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.

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SCHEDULE B
PART I – Requirements
(Continued)

- j. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

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

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

- k. Furnish for recordation a full release of deed of trust:

Amount:	\$2,079,604.08
Dated:	January 4, 2023
Trustor/Grantor:	6535 York, LLC, a Colorado limited liability company
Trustee:	The Public Trustee of Adams County, Colorado
Beneficiary:	FirstBank
Recording Date:	April 28, 2017
Recording No:	Reception No. 2023000000653

NOTE: Covering this and other land.

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

END OF REQUIREMENTS

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SCHEDULE B PART II – EXCEPTIONS

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

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

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

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

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

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

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

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SCHEDULE B
PART II – Exceptions
(Continued)

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

Granted to: Mary Ann Rosa
Purpose: Right of Way
Recording Date: August 17, 1964
Recording No: [Book 1171 at Page 437](#)

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

Granted to: Metropolitan Denver Sewage Disposal District No. 1
Purpose: Construction and Maintenance of Sewer Lines
Recording Date: January 18, 1983
Recording No: [Book 2710 at Page 704](#)

11. Easements as shown in Deed recorded June 24, 1991 in [Book 3790 at Page 214.](#)

END OF EXCEPTIONS

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DISCLOSURE STATEMENT

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

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

Wire Fraud Alert

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

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

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

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

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

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

Choices With Your Information

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

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

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

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do 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.

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

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

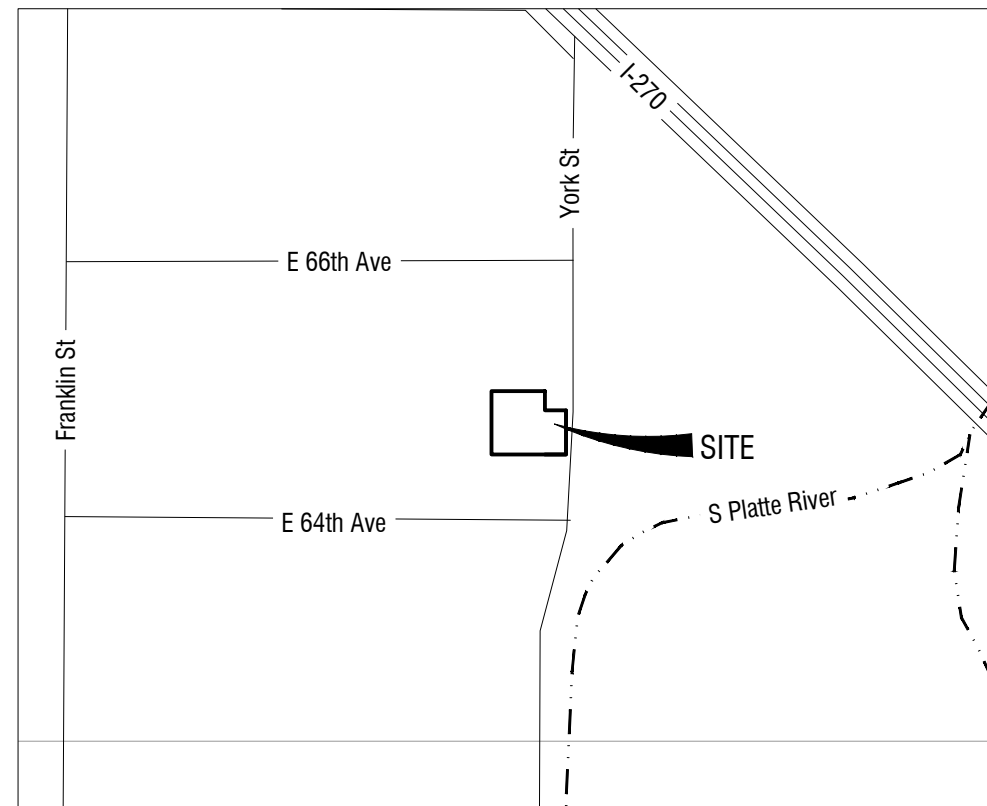
Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

HARVEST ACRES SUBDIVISION AMENDMENT NO. 1

PRC2023-002

BEING A PORTION OF BLOCKS 19 AND 20 AND THE VACATED RIGHT OF WAY OF HARVEST STREET LOCATED IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

Sheet 1 of 2



VICINITY MAP

1" = 1000'

OWNERSHIP CERTIFICATE :

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

Parcel II:

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

County of Adams, State of Colorado.

Parcel III:

That part of Block 20, Harvest Acres, Adams County, Colorado, described as beginning at the Northeast corner of said Block 20; thence West 110.0 feet along the North line of said Block 20 to the true point of beginning; thence West 145.0 feet along said North line; thence South and parallel to the East line of Block 20, a distance of 330.0 feet, thence East and parallel to the North line of Block 20, a distance of

145.0 feet, thence North 330.0 feet to the true point of beginning, together with the E 1/2 of vacated Harvest Avenue lying within said boundaries, and together with a non-exclusive easement for ingress and egress over and across the South 20 feet of the North 330 feet of the East 110 feet of said Block 20, County of Adams, State of Colorado.

Parcel IV:

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

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

County of Adams, State of Colorado.

Has by these presents laid out, platted, and subdivided the same into a Lot, as shown on this plat under the name and style of Harvest Acres Subdivision Amendment No 1.

Executed this _____ day of _____ 20__

OWNER: 6535 York, LLC

By: Mark Goodman

STATE OF COLORADO)
)ss:
COUNTY OF ADAMS)

The foregoing Ownership Certificate was acknowledged before me this _____ day of _____ 20__.

BY Mark Goodman as Manager of 6535 York, LLC

WITNESS MY HAND AND OFFICIAL SEAL.

Public _____ Notary

My commission expires: _____ 20__

SURVEYOR'S CERTIFICATION:

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

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



PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 202__

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 202__

CHAIR

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the County Clerk and Recorder of Adams County at _____ m on the _____ day of _____, 20__, in Book _____, Page _____, Map _____, Reception number _____.

Adams County Clerk and Recorder

Deputy Clerk and Recorder

STORM WATER FACILITY:

Maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the County shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.

FLOOD PLAIN:

Property is not located in a Flood Plain per FEMA Flood Plain Map 08001C0604H, dated March 5, 2007

TITLE COMMITMENT:

This survey does not constitute a title search by Timberline Surveying to determine ownership and easements of record. For all information regarding easements, right-of-ways, title of record and subject property lines Timberline Surveying relied upon Fidelity National Title, File Number: 100-n0039770-030-TH Amendment No. 1 Dated: April 5, 2023 for this information.

NOTES:

- The purpose of this Replat is for the combination of 3 existing parcels.
- 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 herein.
- Any person who knowingly removes, alters or defaces any public land survey monument or land boundary monument or accessory commits a Class Two (2) Misdemeanor pursuant to State Statute 18-4-508, C.R.S.
- Basis of bearing east line of Section 2 from whence the Southeast corner of said Section bears N 01° 13' 58" E to the South 1/16th corner of said Section, both of which are monumented with 3.25" alloy caps.
- Date of field work August 30, 2022.
- Bearings and distances in () are as previously deeded or surveyed.
- Distances are expressed in U.S. survey feet and decimals thereof. A U.S. survey foot is defined as exactly 1200/3937 meters.
- All general notes, dedications, restrictions etc as shown on Harvest Acres (Rec No 39646) apply unless specifically amended and superseded hereby.

REV	DATE	REVISIONS
0	03/23/2023	ISSUED FOR REVIEW
1	04/12/2023	COUNTY COMMENTS
2	06/29/2023	ADD'L COUNTY COMMENTS
3	08/18/2023	ADDITIONAL CTY COMMENTS

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

CUSTOM MAPPING AND LAND SURVEYING P.O. BOX 271882 LITTLETON, COLORADO 80127 303-971-0956 timberlinesurveying@gmail.com
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TIMBERLINE BOUNDARY AND SURVEYING

SHEET NUMBER 1 PROJECT No. 22044
--

1 OF 1

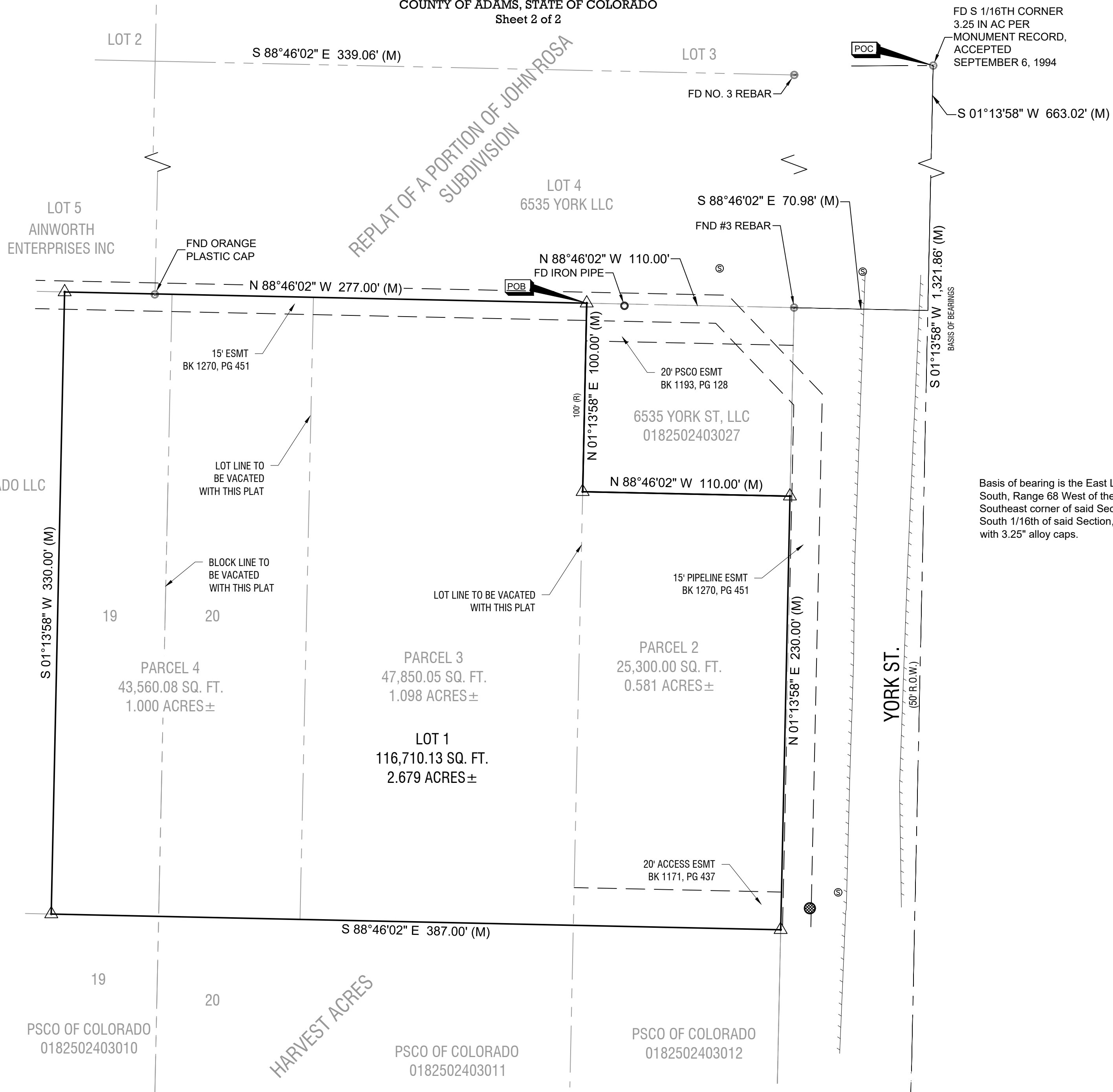
d:\projects\timberline surveying\timberline-2022 archives\tl-22044-york street\isp\tl-22044-subdivision.dwg

HARVEST ACRES SUBDIVISION AMENDMENT NO. 1

PRC2023-002

BEING A PORTION OF BLOCKS 19 AND 20 AND THE VACATED RIGHT OF WAY OF HARVEST STREET LOCATED IN THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

Sheet 2 of 2



FD S 1/16TH CORNER
3.25 IN AC PER
MONUMENT RECORD,
ACCEPTED
SEPTEMBER 6, 1994

S 01°13'58" W 663.02' (M)

FD NO. 3 REBAR

FND #3 REBAR

N 88°46'02" W 110.00'
FD IRON PIPE

6535 YORK ST, LLC
0182502403027

N 88°46'02" W 110.00' (M)

15' PIPELINE ESMT
BK 1270, PG 451

PARCEL 2
25,300.00 SQ. FT.
0.581 ACRES±

PARCEL 3
47,850.05 SQ. FT.
1.098 ACRES±

LOT 1
116,710.13 SQ. FT.
2.679 ACRES±

PARCEL 4
43,560.08 SQ. FT.
1.000 ACRES±

YORK ST.
(60' R.O.W.)

S 01°13'58" W 1,321.86' (M)
BASIS OF BEARINGS

Basis of bearing is the East Line of Section 2, Township 3 South, Range 68 West of the 6th P.M., from whence the Southeast corner of said Section bears N 01° 13' 58" E to the South 1/16th of said Section, both of which are monumented with 3.25" alloy caps.

SE SECTION CORNER
FD 3.25 ALLOY CAP
PER MONUMENT
RECORD ACCEPTED
AUGUST 29, 2009



LEGEND:

- PROPERTY BOUNDARY
- - - SUBDIVISION LINES
- ⊙ FND REBAR AS SHOWN
- △ SET 1 1/2" ORANGE PLASTIC CAP ON 18" #5 REBAR, PLS NO. 36072

REV	DATE	REVISIONS
0	03/23/2023	ISSUED FOR REVIEW
1	04/12/2023	COUNTY COMMENTS
2	06/29/2023	ADD'L COUNTY COMMENTS
3	08/18/2023	ADDITIONAL CITY COMMENTS

PROJECT:	YORK STREET
DRAWING:	TL-22044-SUBDIVISION.DWG
CLIENT:	GOODMAN
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DRAWN BY:	KSS
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CUSTOM MAPPING AND LAND SURVEYING P.O. BOX 271882 LITTLETON, COLORADO 80127 303-971-0956 timberlinesurveying@gmail.com	TIMBERLINE BOUNDARY AND SURVEYING
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SHEET NUMBER	2
PROJECT No.	22044

d:\projects\timberline_surveying\timberline-2022_archives\itl-22044-york_street\itl-22044-subdivision.dwg