



Re-submittal Form

Case Name/ Number: PRC2023-00013; 64th Avenue Apartments

Case Manager: Layla Bajelan

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: Addressing, Building Safety, Neighborhood Services,

Engineering, Environmental, Parks, **Planner, ROW**, SIA - Finance, SIA - Attorney

Adams County Development Review Comments PRC2023-00013

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One digital copy of all new materials

- o All digital materials shall be in a single PDF document
- o The single PDF document shall be bookmarked
- o If a Subdivision Improvements Agreement, Legal Description, or Development Agreement is required, then an additional Microsoft Word version of these documents shall also be provided
- o Electronic copies can be emailed to epermitcenter@adcogov.org as a PDF attachment. If the files are too large to attach, the email should include an unlocked Microsoft OneDrive link. Alternatively, the resubmittal can be delivered to the One-Stop counter on a flash drive.

The applicant understands all resubmittal materials should be made in a single PDF file with each document bookmarked.

A SIA with a completed Exhibit B are included in the resubmittal file.

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PLN03: Minor Subdivision- Request to combine all three lots into one 5-acre lot.

1. Applicant is encouraged to put a landscape tract along W. 64th Avenue to avoid the 100-foot section line setback.

The 100' setback from the section line requirement is met without the addition of a landscape tract on 64th Ave.

2. Waivers required with the approval of the preliminary plat. Please apply for two separate waivers.

a. Double fronting lot

Included in the resubmittal is a standalone waiver request for a double fronting lot.

b. The applicant must request a waiver from the subdivision design standards from the minimum required buffer. 5-03-02-02-01 MINIMUM SETBACKS/BUFFERS TO ACHIEVE COMPATIBILITY- At a minimum, residences in new subdivisions shall be setback thirty (30) feet from a common property line with an adjacent residential use. Where the setback required by this section is greater than the setback required by the zone district standard, the setback required by this section shall govern.

- The applicant can also demonstrate that they are meeting this setback on the plat rather than request a waiver.

A waiver is not needed because the minimum setbacks/buffers are 30' from all common property lines. See Architectural Site Plan for dimensions to face of each building from all property boundaries.

3. Public Land Dedication Fees are due at the time of hearing for a final plat, please do not pay this until your case has been scheduled for public hearing. Attached is a calculation for your PLD fee in the amount of \$144,721.92.

The applicant is prepared to pay the Public Land Dedication Fee when the Planning Commission hearing is scheduled.

4. Signature Blocks- The case is heard by the Planning Commission and the Board of County Commissioners. Please add signature blocks to the plat.

Planning Commission and Board of County Commissioners signature blocks are included on the Plat, as requested.

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ENG2: 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 applicant intends to submit for an Adams County SWQ Permit with SWMP using the ESC template and a CDPHE COR400000.

Page 6

ENG4: The developer is 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.

Roadway improvements will be required to both the W 64th Ave and W 63rd Ave frontages. For the W 64th Ave frontage, improvements will consist, at a minimum, of fixing any broken sections of existing C&G, and upgrading all outdated pedestrian facilities to current ADA requirements.

The updated construction plans include roadway improvement on 63rd and 64th Avenues with ADA compliant curb, gutter, and sidewalks.

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

A completed SIA is included in the resubmittal file. The applicant understand a surety for public improvements is required.

ENG6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Public Works Dept.

The applicant understands public improvements need to be completed and accepted by the County prior to a building permit being issued.

ENG7: 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.

The applicant understands these County requirements.

ENG8: 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.

The CDs includes several of the LID design practices.

Addressing will be provided prior to approval of the plat. It will be structure/building, and the owners will need to work with USPS for sub-addressing issues.

The applicant will obtain addressing from the USPS prior to final approval of the plat.

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In general, Perditta Gillan, at 3124 W 62nd Ave, Denver, CO 80221 identified increased cars, crime, overcrowding, and burden on law enforcement due to recently approved residential developments in the area as issues of concern.

Some of Ms. Gillan's concerns are outside the purview of this application. The applicant isn't in a position to respond to comments about other developments, non-specific past crimes or future crimes that have yet to occur. The applicant can respond to some of the land use and traffic issues.

This application intends to meet some of the County's housing policies by increasing the number and type of housing available as described in the Adams County Comprehensive Plan, 2022. As the majority of existing housing in Adams County are single family detached homes, market-rate for rent apartments is a type of housing for which there is insufficient supply to serve the existing community.

Chapter 3, Page 21

Adams County endeavors to provide housing that works for people on all paths of life. A central topic raised throughout the community engagement process was access to housing for all residents. Adams County residents expressed a need to support a broad spectrum of opportunities beyond the current predominantly single-family detached homes including manufactured housing, apartments, and townhomes.

Chapter 3, Page 22

In matters of market-rate private housing development, the County seeks to promote diversity of housing types, a variety of neighborhood scales, accessibility for a range of ages and abilities, and proximity to amenities and services.

Chapter 3, Page 24

Currently, 69% of homes in Adams County are single-family dwellings. To support future population growth, both increases in diversity of unit types and densities, including missing-middle, multi-family, and mixed-use developments, in some areas will be important. A substantial amount of housing growth may be anticipated to occur within incorporated areas of the county.

Chapter 3, Page 26

Goal COH 2: Increase housing opportunities throughout Adams County by taking a proactive role in addressing housing affordability, diversity, and supply through land use regulations.

Policy COH 2.1: Adams County's policy is to support a diverse and inclusive community. This is achieved by offering a range of housing options that include opportunities for homeownership and rental, a variety of housing types and price ranges, and housing that is designed to meet the needs of all ages and ability levels.

Strategy COH 2.1.01: Support diversity of housing types through updates to the Adams County Development Standards & Regulations and by aligning zoning with future land uses.

Chapter 5, Page 47

Policy BEC 2.2: Adams County's policy is to expand access to safe and reliable housing, transportation, service destinations, recreation, and commuting choices in the county.

Executive Summary, Page 4

The current housing stock consists primarily of single-family detached homes, which accounts for 62.4 percent of housing units; this housing type is what is typically being developed today. There are additional opportunities for housing type diversity to be added to the stock to support the growing population.

Overview, Page 15

Community and Housing

A key topic that was raised throughout engagement opportunities was access to housing for all residents of Adams County. Participants identified opportunities to ensure current housing types remain in Adams County, particularly mobile homes, as well as diversifying the housing stock to include more multi-family options.

The Traffic Impact Study prepared by SM Rocha, February 2023 indicates the proposed development impacts are nearly imperceptible in the near and long term.

Analysis of future traffic conditions indicates that the addition of site-generated traffic is expected to create no negative impact to traffic operations for the existing and surrounding roadway system. With all conservative assumptions defined in this analysis, the study intersections are projected to operate at future levels of service comparable to Year 2043 background traffic conditions. Proposed site accesses have long-term operations at LOS A during peak traffic periods and upon build-out.

Table 6 – Intersection Capacity Analysis Summary – Total Traffic – Year 2025

INTERSECTION LANE GROUPS	LEVEL OF SERVICE	
	AM PEAK HOUR	PM PEAK HOUR
Lowell Boulevard / W 64th Avenue (Signalized)	B (18.2)	C (21.4)
Federal Boulevard / W 64th Avenue (Signalized)	C (22.3)	C (28.0)
Access A / W 64th Avenue (Stop-Controlled)		
Westbound Left	A	A
Northbound Left and Right	A	A
Access B / W 64th Avenue (Stop-Controlled)		
Westbound Left	A	A
Northbound Left and Right	A	A

Table 7 – Intersection Capacity Analysis Summary – Total Traffic – Year 2043

INTERSECTION LANE GROUPS	LEVEL OF SERVICE	
	AM PEAK HOUR	PM PEAK HOUR
Lowell Boulevard / W 64th Avenue (Signalized)	B (18.5)	C (24.1)
Federal Boulevard / W 64th Avenue (Signalized)	C (26.2)	C (34.6)
Access A / W 64th Avenue (Stop-Controlled)		
Westbound Left	A	A
Northbound Left and Right	A	A
Access B / W 64th Avenue (Stop-Controlled)		
Westbound Left	A	A
Northbound Left and Right	A	A

In general, Mark Mace, at 3275 W 64th Ave Denver, CO 80221, identifies the recent approval of development in the area as reasons for a diminished quality of life. In particular, this application could create a megalopolis of apartments that will create traffic problems, congestion, noise and other problems associated with high density housing.

Mr. Mace's concerns about the current state of drag racing, speeding, parties, semi-truck traffic, car vandalism, noise, stress to his two dogs and difficulty getting out of his driveway are outside the purview of this application. Perhaps, the Sheriff's Office can be enlisted to enforce laws that address those issues.

While the proposed R4 zoning is different than the current R2 zoning, increasing density is the most economically sustainable means of achieving the County's goals for more residential units being built to meet the current housing deficit.

See response to traffic concerns above.

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Please be advised that Public Service Company has existing overhead electric facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities, and that our current use/enjoyment of the area would continue to be an accepted use on the property and that it be "grandfathered" into these changes.

The applicant is aware of the overhead electric lines and the lack of complete easements for the existing facilities. The applicant looks forward to working with Xcel to clarify the location of their facilities and establishing easements for them.

Colorado Geological Survey Review Comments

Page 1

Site-specific geotechnical investigation and analysis will be needed to identify the depth and extent of any fill material, determine depths to bedrock and seasonal groundwater levels, and to characterize soil and bedrock engineering properties such as expansion/consolidation potential, density, and strength. This information is needed to determine subgrade preparation requirements, to design individual foundation(s), subsurface drainage and floor system(s), and to determine the site's suitability for below-grade (basement) construction, if planned.

The applicant will engage a geotechnical engineering firm to prepare a report recommending foundation and pavement designs.

Stormwater detention. Page 9 of the Final Drainage Report (Raptor Civil Engineering, April 20, 2023) states, "Stormwater for the site will be routed to the underground detention facility proposed in the northwest corner of the lot." CGS recommends that the county request confirmation that the proposed underground detention system is a non-infiltrating detention system. In areas of moisture-sensitive (expansive and collapsible) soils and bedrock, CGS strongly advises against infiltrating stormwater management systems.

The applicant confirms the proposed underground detention system is a non-infiltrating.

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Corrosive soils. According to NRCS soil survey data, the site soils are moderately corrosive to concrete, and moderately to highly corrosive to uncoated steel. Disturbance tends to increase corrosivity. The need for sulfate attack-resistant cement in project concrete should be evaluated as part of the site-specific geotechnical investigation, and epoxy-coated steel, concrete, or otherwise corrosion-resistant or corrosion-proof basement window wells are recommended if basements are planned, and groundwater levels are sufficiently deep to allow basement construction.

Sulfate attack-resistant cement will be evaluated by the geotechnical engineer. Epoxy-coated steel and corrosion-resistant materials will be evaluated. Basements are not proposed as part of this development.

RECORDATION REQUESTED BY:

High Country Bank
7360 West US Highway 50
P.O. Box 309
Salida, CO 81201

WHEN RECORDED MAIL TO:

High Country Bank
7360 West US Highway 50
P.O. Box 309
Salida, CO 81201

SEND TAX NOTICES TO:

High Country Bank
7360 West US Highway 50
P.O. Box 309
Salida, CO 81201

FOR RECORDER'S USE ONLY

FITCO 103-2300387-T

DEED OF TRUST

MAXIMUM PRINCIPAL AMOUNT SECURED. The Lien of this Deed of Trust shall not exceed at any one time \$2,400,000.00 except as allowed under applicable Colorado law.

THIS DEED OF TRUST is dated February 9, 2023, among ICC 64TH 1 LLC ("Grantor"); High Country Bank, whose address is 7360 West US Highway 50, P.O. Box 309, Salida, CO 81201 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and the Public Trustee of ADAMS County, Colorado (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor hereby irrevocably grants, transfers and assigns to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property") located in ADAMS County, State of Colorado:**

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 3214 & 3240 W. 64TH AVENUE AND 3107 WEST 63RD AVENUE, DENVER, CO 80221.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**DEED OF TRUST
(Continued)**

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Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Colorado law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property, securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**DEED OF TRUST
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LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, provided, however, to the extent any such Real Property description, title insurance policy, title report or final title opinion includes any reference to or any document referencing "statutory exceptions", Grantor shall nonetheless warrant and forever defend the title to the Property against all such statutory exceptions, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem

**DEED OF TRUST
(Continued)**

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appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. Upon the full performance of all the obligations under the Note and this Deed of Trust, Trustee may, upon production of documents and fees as required under applicable law, release this Deed of Trust, and such release shall constitute a release of the lien for all such additional sums and expenditures made pursuant to this Deed of Trust. Lender agrees to cooperate with Grantor in obtaining such release and releasing the other collateral securing the Indebtedness. Any release fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to cause all or any part of the Real Property, and Personal Property, if Lender decides to proceed against it as if it were real property, to be sold by the Trustee according to the laws of the State of Colorado as respects foreclosures against real property. The Trustee shall give notice in accordance with the laws of Colorado. The Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including but not limited to Trustee's fees, attorneys' fees, and the cost of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled to the excess.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify

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a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. In exercising its rights and remedies, Lender shall be free to designate on or before it files a notice of election and demand with the Trustee, that the Trustee sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Upon any sale of the Property, whether made under a power of sale granted in this Deed of Trust or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all, or any portion of, the Indebtedness for or in settlement or payment of all, or any portion of, the purchase price of the Property purchased, and, in such case, this Deed of Trust, the Note, and any documents evidencing expenditures secured by this Deed of Trust shall be presented to the person conducting the sale in order that the amount of Indebtedness so used or applied may be credited thereon as having been paid.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. To the extent permitted by applicable law, Trustee shall have all of the rights and duties of Lender as set forth in this section.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Colorado without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Colorado.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Chaffee County, State of Colorado.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive their right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here: *W JC JC SC*)

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(Continued)**

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Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Colorado as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means High Country Bank, and its successors and assigns.

Borrower. The word "Borrower" means ICC 64TH 1 LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means ICC 64TH 1 LLC

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means High Country Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated February 9, 2023, in the original principal amount of **\$2,400,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is February 9, 2025.

Personal Property. The words "Personal Property" mean: all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.


Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means the Public Trustee of ADAMS County, Colorado.

STATE OF PENNSYLVANIA

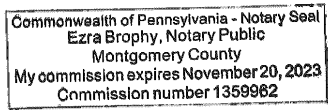
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Mandeep Singh, Member for Onyx Capital Solutions, LLC, a Colorado limited liability company, Member for ICC 64th 1 LLC, a Colorado limited liability company



Notary Public

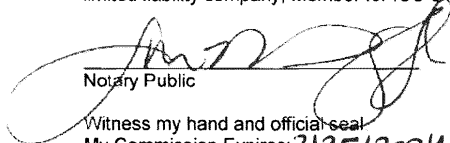
Witness my hand and official seal.
My Commission Expires: 11-20-23



STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 9th day of February, 2023, by Shawna Chadha, Member and Jaideep Chadha, Member for Inner Circle Capital LLC, a Colorado limited liability company, Manager for ICC 64th 1 LLC, a Colorado limited liability company and Jaideep Chadha, Managing Member for Onyx Capital Solutions, LLC, a Colorado limited liability company, Member for ICC 64th 1 LLC, a Colorado limited liability company


Notary Public
Witness my hand and official seal
My Commission Expires: 2/25/2024

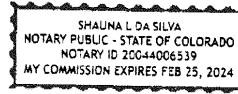


EXHIBIT A

Parcel 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH SECTION LINE, 50 RODS WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE DUE WEST ALONG SAID SECTION LINE, 10 RODS; THENCE AT RIGHT ANGLES DUE SOUTH 40 RODS; THENCE AT RIGHT ANGLES DUE EAST 10 RODS; THENCE AT RIGHT ANGLES DUE NORTH 40 RODS TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD PURPOSES, AND EXCEPT THAT PORTION OF LAND CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO IN THE DEED RECORDED JUNE 24, 2005 UNDER RECEPTION NO. 20050624000665580, COUNTY OF ADAMS, STATE OF COLORADO.

For information purposes only: 3214 W. 64th Avenue, Denver, CO 80221
APN/Parcel ID: 0182508200017

Parcel 2:

THE EAST ONE-HALF OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT A POINT ON THE NORTH SECTION LINE, 60 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST IN ADAMS COUNTY, COLORADO; THENCE WEST ON SAID SECTION LINE 20 RODS, THENCE AT RIGHT ANGLES SOUTH 40 RODS, THENCE AT RIGHT ANGLES EAST 20 RODS, THENCE AT RIGHT ANGLES NORTH 40 RODS TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS IN WARRANTY DEED RECORDED OCTOBER 17, 2005 UNDER RECEPTION NO. 20051017001136790, COUNTY OF ADAMS, STATE OF COLORADO

For information purposes only: 3240 W. 64th Avenue, Denver, CO 80221
APN/Parcel ID: 0182508200033

Parcel 3:

LOT 15, CLEAR CREEK GARDENS SUBDIVISION IN THE NORTHWEST QUARTER, SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PM, COUNTY OF ADAMS, STATE OF COLORADO.

For information purposes only: 3107 West 63rd Avenue, Denver, CO 80221
APN/Parcel ID: 0182508202015

ICC 64TH 1 LLC

INNER CIRCLE CAPITAL LLC, MANAGER OF ICC 64TH 1 LLC

X *Shawna Chadha*
SHAWNA CHADHA, MEMBER OF INNER CIRCLE CAPITAL LLC

X *Jaideep Chadha*
JAIDEEP CHADHA, MEMBER OF INNER CIRCLE CAPITAL LLC

ONYX CAPITAL SOLUTIONS LLC, MEMBER OF ICC 64TH 1 LLC

X *Jaideep Chadha*
JAIDEEP CHADHA, MANAGING MEMBER OF ONYX CAPITAL SOLUTIONS LLC

X *Mandeep Singh*
MANDEEP SINGH, MEMBER OF ICC 64TH 1 LLC

Adams County Fire Rescue Review Comments

1. Fire apparatus access roads shall be a minimum of 24' wide or 26' when a hydrant is present, or the building exceeds 30' in height.

Requires applicant clarification/response 6/20/2023 - This appears to be met. However, without knowing the building height we are unable to verify if the 24-foot drive aisle proposed on the north side of the development is appropriate. If the buildings exceed 30 feet in height or a hydrant is placed along that drive aisle, the width may need to increase to 26 feet.

The buildings are proposed 35' in height to the top of the parapet. The Northern drive aisle has been increased to 26'-0" clear to accommodate necessary fire access.

2. Multiple-family residential projects having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads regardless of whether they are equipped with an approved automatic sprinkler system.

Requires applicant clarification/response 6/20/2023 –The plans indicate that there will be 168 dwelling units. This project does not provide two separate and approved fire apparatus access roads and therefore, approved automatic fire sprinkler systems will be required to be installed. We recommend sharing this information with the water district as early as possible to begin planning the underground fire sprinkler supply lines.

An NFPA 13R fire suppression system will be specified in the construction plans for permit. Apartment buildings will be required to be sprinkled per IBC.

A fire hydrant shall be located within 400' (un-sprinklered building) or 600' (fully sprinkled building) of all ground level exterior portions of the building.

Requires applicant clarification/response 6/20/2023 – A new hydrant is shown on the plan on the south side of the development. Please provide an exhibit showing that this requirement is met.

Per CWSD comments, that new hydrant is relocated and another one is added. Fire Hydrant distance does not exceed 600' to any ground level exterior portions of the building for fire access.

The number and distribution of fire hydrants is based on the required fire flow. You may refer to Appendix C of the 2018 IFC for guidance.

Requires applicant clarification/response 6/20/2023 - Fire flow requirements shall meet the 2018 IFC appendix B, section B105.1 and B105.1(1). The results of a recent fire flow test or water model will need to be submitted to ACFR when the fire district site development and water plans permit is applied for. The water plans will need to indicate the required fire flow and that the number and distribution of fire hydrants are in compliance with the adopted fire code.

The water plans now demonstrate the required fire flow is met.

An automatic fire sprinkler system will be required.

Requires applicant clarification/response 6/20/2023 – The plans indicate that an approved fire sprinkler system will be installed in each multifamily building. Please be aware that the final plans submitted to ACFR for a site development and water plan permit will need to indicate what type of fire sprinkler system will be installed (NFPA 13 or NFPA 13R).

An NFPA 13R systems is proposed as specified on the plans.



Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is ICC 64th 1 LLC

The principal office street address is 8200 S Kellerman Cir
Aurora CO 80016-7399
US

The principal office mailing address is 8200 S Kellerman Cir
Aurora CO 80016-7399
US

The name of the registered agent is Inner Circle Capital LLC

The registered agent's street address is 8200 S Kellerman Cir
Aurora CO 80016-7399
US

The registered agent's mailing address is 8200 S Kellerman Cir
Aurora CO 80016-7399
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Managers

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Inner Circle Capital LLC
8200 S Kellerman Cir
Aurora CO 80016-7399
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Jaideep Chadha
8200 S Kellerman Cir
Aurora CO 80016-7399
US



STRENGTH | SERVICE | STABILITY

TITLE DEPARTMENT – DELIVERY TRANSMITTAL

Closing Location:
4610 S. Ulster Street, Suite 100
Denver, CO 80237
Phone: (303)209-0312 Fax: (303)648-4238

Order No.: 103-2303894-R
Property Address: 3214 West 64th Avenue, Denver, CO 80211
3240 West 64th Avenue, Denver, CO 80221
3107 West 63rd Avenue, Denver, CO 80221
Buyer(s)/Borrower(s): ICC 64th 1 LLC, a Colorado limited liability company
Seller(s): ICC 64th 1 LLC, a Colorado limited liability company

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: Tina Bonham
E-Mail Address: TinaB@FirstIntegrityTitle.com
Phone: 720-897-1137
4610 S. Ulster Street, Suite 100
Denver, CO 80237

Escrow Assistant: Team Tina
E-Mail Address: TeamTina@firstintegritytitle.com
Phone:
4610 S. Ulster Street, Suite 100
Denver, CO 80237

WIRE INSTRUCTIONS:

BANK: First Western Trust Bank
ABA NO.: 102007011
ACCOUNT: 2067300
CREDIT: First Integrity Title Company
REFERENCE: 103-2303894-R
All Cashier's Checks must be payable to First Integrity Title Company

ALTA Commitment Form (6-17-06)

COMMITMENT FOR TITLE INSURANCE

Issued by
WestCor Land Title Insurance Company

WestCor Land Title Insurance Company, a California 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 six (6) months 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, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

First Integrity Title Company



Ronald Banaga

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Connell
President

Attest: Patricia W. Power
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
Westcor Land Title Insurance Company**

Commitment No.: 103-2303894-R

**SCHEDULE A
COMMITMENT FOR TITLE INSURANCE**

1. Effective Date: **March 31, 2023**

2. Policy or Policies to be issued:

	Amount	Premium
A. For Informational Purposes Only	\$0.00	\$0.00

Proposed Insured: For Informational Purposes Only

Informational Commitment **\$450.00**

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:

ICC 64th 1 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: 3214 West 64th Avenue, Denver, CO 80211
3240 West 64th Avenue, Denver, CO 80221
3107 West 63rd Avenue, Denver, CO 80221

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

EXHIBIT A

Parcel 1:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH SECTION LINE, 50 RODS WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE DUE WEST ALONG SAID SECTION LINE, 10 RODS; THENCE AT RIGHT ANGLES DUE SOUTH 40 RODS; THENCE AT RIGHT ANGLES DUE EAST 10 RODS; THENCE AT RIGHT ANGLES DUE NORTH 40 RODS TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD PURPOSES, AND EXCEPT THAT PORTION OF LAND CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO IN THE DEED RECORDED JUNE 24, 2005 UNDER RECEPTION NO. [20050624000665580](#), COUNTY OF ADAMS, STATE OF COLORADO.

For information purposes only: 3214 West 64th Avenue, Denver, CO 80211
APN/Parcel ID: 0182508200017

Parcel 2:

THE EAST ONE-HALF OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT A POINT ON THE NORTH SECTION LINE, 60 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST IN ADAMS COUNTY, COLORADO; THENCE WEST ON SAID SECTION LINE 20 RODS, THENCE AT RIGHT ANGLES SOUTH 40 RODS, THENCE AT RIGHT ANGLES EAST 20 RODS, THENCE AT RIGHT ANGLES NORTH 40 RODS TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS IN WARRANTY DEED RECORDED OCTOBER 17, 2005 UNDER RECEPTION NO. [20051017001136790](#), COUNTY OF ADAMS, STATE OF COLORADO

For information purposes only: 3240 West 64th Avenue, Denver, CO 80221
APN/Parcel ID: 0182508200033

Parcel 3:

LOT 15, CLEAR CREEK GARDENS SUBDIVISION IN THE NORTHWEST QUARTER, SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PM, COUNTY OF ADAMS, STATE OF COLORADO.

For information purposes only: 3107 West 63rd Avenue, Denver, CO 80221
APN/Parcel ID: 0182508202015

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

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.

THIS COMMITMENT IS FOR INFORMATIONAL PURPOSES ONLY. THE INFORMATION PROVIDED HEREUNDER IS DEEMED RELIABLE, BUT NOT GUARANTEED. IT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY EXPRESSLY LIMITS ITS LIABILITY HEREUNDER TO THE AMOUNT PAID FOR SERVICES.

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. TEMPORARY CONSTRUCTION EASEMENT RECITED IN DEED RECORDED JUNE 24, 2005 AT RECEPTION NO. [20050624000665580](#).

NOTE: AFFECTS PARCEL 1.

9. ANY AND ALL NOTES, EASEMENTS AND RECITALS AS DISCLOSED ON THE A.L.T.A/N.S.P.S. LAND TITLE SURVEY JOB NUMBER [501-21-238](#), DATED 09/14/2021 ISSUED BY RICHARD B. GABRIEL PLS 37929 ON BEHALF OF POWER SURVEYING COMPANY, INC., 6911 BROADWAY DENVER, CO 80221.

NOTE: AFFECTS PARCELS 1 AND 2.

10. ANY AND ALL MATTERS, ISSUES OR CLAIMS THAT MAY ARISE DUE TO FENCE LINES ALONG THE EAST, WEST AND NORTH BOUNDARY LINES AS DISCLOSED ON THE A.L.T.A/N.S.P.S. LAND TITLE SURVEY JOB NUMBER [501-21-238](#), DATED 09/14/2021 ISSUED BY RICHARD B. GABRIEL PLS 37929 ON BEHALF OF POWER SURVEYING COMPANY, INC., 6911 BROADWAY DENVER, CO 80221.

NOTE: AFFECTS PARCELS 1 AND 2.

11. ANY AND ALL NOTES, EASEMENTS AND RECITALS AS DISCLOSED ON THE RECORDED PLAT OF CLEAR CREEK GARDENS SUBDIVISION, RECORDED SEPTEMBER 1, 1948 AT RECEPTION NO. 334607 IN [BOOK F9 AT PAGE 35](#).

SCHEDULE B - SECTION II
(Continued)

NOTE: AFFECTS PARCEL 3

12. ANY AND ALL NOTES, EASEMENTS AND RECITALS AS DISCLOSED ON THE IMPROVEMENT LOCATION CERTIFICATE JOB NUMBER [2215](#), DATED 10/17/2022 ISSUED BY JOSEPH W. STICE, III PLS 36072.

NOTE: AFFECTS PARCEL 3.

13. ANY AND ALL MATTERS, ISSUES OR CLAIMS THAT MAY ARISE DUE TO THE FENCE AND DRIVE ENCROACHES THE EAST BOUNDARY LINE OF LOT 15 AS DISCLOSED ON THE IMPROVEMENT LOCATION CERTIFICATE JOB NUMBER [2215](#), DATED 10/17/2022 ISSUED BY JOSEPH W. STICE, III PLS 36072.

NOTE: AFFECTS PARCEL 3.

14. ANY AND ALL MATTERS, ISSUES OR CLAIMS THAT MAY ARISE DUE TO THE 6' WOOD FENCE LINE ALONG THE NORTH AND EAST BOUNDARY LINES AS DISCLOSED ON THE IMPROVEMENT LOCATION CERTIFICATE JOB NUMBER [2215](#), DATED 10/17/2022 ISSUED BY JOSEPH W. STICE, III PLS 36072.

NOTE: AFFECTS PARCEL 3.

15. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE RESOLUTION BY BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, STATE OF COLORAD RECORDED ON APRIL 29, 2015 AT RECEPTION NO. [2015000031190](#).

NOTE: AFFECTS PARCELS 1 AND 2.

16. WARRANTY DEED FROM INVICTUS FAMILY TRUST 2018 TO ICC 64TH 1 LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 9, 2022 AT RECEPTION NO. [2022000076233](#).

NOTE: AFFECTS PARCEL 2.

17. WARRANTY DEED FROM GERALD NUNEZ TO ICC 645TH 1 LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 9, 2022 AT RECEPTION NO. [2022000076239](#).

NOTE: AFFECTS PARCEL 1.

18. WARRANTY DEED FROM DELGADO PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO ICC 64TH 1 LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 2, 2022 AT RECEPTION NO. [2022000094716](#).

NOTE: AFFECTS PARCEL 3.

19. DEED OF TRUST FROM ICC 64TH 1 LLC, TO THE PUBLIC TRUSTEE OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED, FOR THE BENEFIT OF HIGH COUNTRY BANK, SECURING AN ORIGINAL PRINCIPAL INDEBTEDNESS OF \$2,400,000.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS DATED FEBRUARY 9, 2023, RECORDED ON FEBRUARY 14, 2023 AT

SCHEDULE B - SECTION II
(Continued)

[2023000008026](#).

NOTE: AFFECTS PARCELS 1, 2 AND 3.

20. ASSIGNMENT OF RENTS IN CONNECTION WITH THE ABOVE DEED OF TRUST RECORDED FEBRUARY 14, 2023 AT RECEPTION NO. [2023000008027](#).

NOTE: AFFECTS PARCELS 1, 2 AND 3.

End of Schedule B Section II

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 unfilled 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.

NOTICE OF PRIVACY POLICY
of
Westcor Land Title Insurance Company and First Integrity Title Company

Westcor Land Title Insurance Company ("WLTIC") and First Integrity Title Company values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and First Integrity Title Company take to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC and do not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or may share nonpublic personal information as permitted by law with entities with whom WLTIC or has a joint marketing agreement. Entities with whom WLTIC or have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and uses to protect this information and to use the information for lawful purposes. WLTIC and , however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and First Integrity Title Company, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.



4610 S. Ulster Street, Suite 100
Denver, CO 80237
Phone: (303)209-0312 Fax: (303)648-4238

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.

INNER CIRCLE CAPITAL SUBDIVISION

PLT2023-00021

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 3

AS THIS IS A NEWLY PLATTED SUBDIVISION A NEW M/B LEGAL DESCRIPTION FOR THE ENTIRE SUBDIVISION IS REQUIRED AFTER THE EXISTING OWNERSHIP AS PROVIDED AND TIED TO A MONUMENTED LOCATION WITH POC AND POB

OWNERSHIP AND DEDICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, ICC 64TH 1 LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF LOT 15 OF CLEAR CREEK GARDENS SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

TOGETHER WITH THE FOLLOWING:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH SECTION LINE, 50 RODS (825 FEET) WEST OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE DUE WEST ALONG SAID SECTION LINE, 10 RODS (165 FEET); THENCE AT RIGHT ANGLES DUE SOUTH 40 RODS (660 FEET); THENCE AT RIGHT ANGLES DUE EAST 10 RODS (165 FEET); THENCE AT RIGHT ANGLES DUE NORTH 40 RODS (660 FEET) TO THE PLACE OF BEGINNING.

EXCEPT THE NORTH 30 FEET THEREOF FOR ROAD PURPOSES, AND EXCEPT THAT PORTION OF LAND CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO IN THE DEED RECORDED JUNE 24, 2005 UNDER RECEPTION NO. 20050624000665580, COUNTY OF ADAMS, STATE OF COLORADO.

ALSO TOGETHER WITH THE FOLLOWING:

THE EAST ONE-HALF OF THE FOLLOWING DESCRIBED PARCEL: COMMENCING AT A POINT ON THE NORTH SECTION LINE, 60 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST IN ADAMS COUNTY, COLORADO; THENCE WEST ON SAID SECTION LINE 20 RODS; THENCE AT RIGHT ANGLES SOUTH 40 RODS; THENCE AT RIGHT ANGLES EAST 20 RODS; THENCE AT RIGHT ANGLES NORTH 40 RODS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS IN WARRANTY DEED RECORDED OCTOBER 17, 2005 UNDER RECEPTION NO. 20051017001136790, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING 218,396 TOTAL SQUARE FEET OR 5.014 TOTAL ACRES OF LAND, MORE OR LESS.

NEED TO DEDICATE THE UTILITY AND DRAINAGE EASEMENTS WITHIN THIS STATEMENT. SEE APPLICATION GUIDELINES AND CHECKLIST FOR APPROVED STATEMENTS. NEED TO DEDICATE PORTION OF WEST 64TH AVE IN THIS STATEMENT.

HAVE BY PLAT UNDER THIS

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20__.

FOR: ICC 64TH 1 LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: INNER CIRCLE CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS AGENT

BY: JAIDEEP CHADHA, MANAGER

NOTARY ACKNOWLEDGMENT

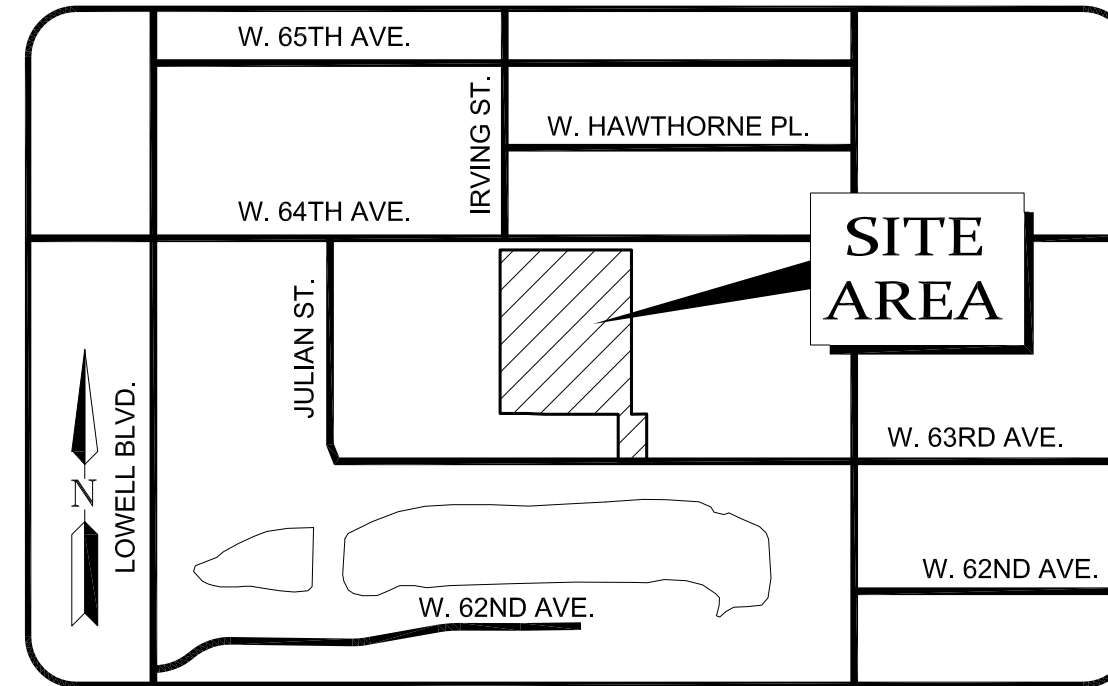
STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING OWNERSHIP AND DEDICATION CERTIFICATE THE NOTARY ACKNOWLEDGEMENT MUST MATCH THAT OF THE OWNERSHIP WATERFALL

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ADDRESS OF NOTARY: _____



VICINITY MAP
Not to Scale

MORTGAGEE'S CONSENT

THE UNDERSIGNED, HIGH COUNTRY BANK, N.A., AS BENEFICIARY OF DEEDS OF TRUST WHICH CONSTITUTES A LIEN UPON THE DECLARANT'S PROPERTY, RECORDED FEBRUARY 14, 2023 AT RECEPTION No. 202300008026 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS, STATE OF COLORADO, CONSENTS TO THE DEDICATION OF LAND TO STREETS, ALLEYS, ROADS AND OTHER PUBLIC AREAS, AS DESIGNATED ON THIS PLAT, AND FOREVER RELEASES SAID LANDS FROM THE LIEN CREATED BY SAID INSTRUMENT.

DATE _____
HIGH COUNTRY BANK
7360 WEST US HIGHWAY 50
P.O. BOX 309
SALIDA, CO 81201
(719) 539-2516

NEED SPACE TO LETTER NAME BELOW SIGNATURE OR TYPE

NOTARY ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING MORTGAGEE'S CONSENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____, AS _____ OF HIGH COUNTRY BANK.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ADDRESS OF NOTARY: _____

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

APPROVED BY THE ADAMS COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT THIS _____ DAY OF _____, 20__.

DEVELOPMENT SERVICES MANAGER

COVER SHEET

STATEMENT OF PURPOSE

THIS MINOR SUBDIVISION PLAT IS CREATED AND RECORDED TO COMBINE THE THREE (3) PARCELS CURRENTLY BEING ASSESSED SEPARATELY AND CREATE ONE (1) NEW PLATTED LOT.

SURVEYOR'S NOTES

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

2. THIS SURVEY INFORMATION IS FOR THE FOLLOWING COMPANY: **PLEASE PROVIDE A COPY OF THIS TITLE. ONE PROVIDED FOR THE THREE PROPERTIES ARE ALL DATED IN 2022. IT NEEDS TO VERIFY CURRENT OWNERSHIP** SURVEYING, INC. FOR SURVEYING, INC. RELIED UPON FOR LAND TITLE INSURANCE COMPANY:

COMMITMENT No. 103-2303894-R, WITH AN EFFECTIVE DATE OF MARCH 31, 2023.

3. FLOOD ZONE DESIGNATION: THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% PERCENT ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON FEMA F.I.R.M. MAP #08001C 0584 H, WITH AN EFFECTIVE DATE OF MARCH 5, 2007.

4. FIELD SURVEY COMPLETION DATE: MARCH 22, 2023.

5. BASIS OF BEARINGS: NORTH 89°50'47" EAST, A DISTANCE OF 2639.65 FEET, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS DEFINED AND MEASURED BETWEEN A FOUND #6 REBAR (NO CAP) IN RANGE BOX AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) AND A FOUND 3-1/4" DIAMETER ALUMINUM CAP IN RANGE BOX, PLS 26288 AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4).

6. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

SURVEYOR'S CERTIFICATE

I, RICHARD BRUCE GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREIN WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THE PLAT ACCURATELY REPRESENTS SAID SURVEY.

NEED: -CLOSURE STATEMENT PER CRS -PLANNING COMMISSION RECOMENDATION BLOCK -BOARD OF COUNTY COMMISSIONERS -COUNTY ATTORNEY

RICHARD
Colorado
For and
Power Surveying Company, Inc.

CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK ____M., THIS _____ DAY OF _____, A.D., 20__.

FILED AT RECEPTION NO. _____

BY: _____
ADAMS COUNTY RECORDER

DEPUTY

POWER™
Surveying Company, Inc.
Established 1948
6911 Broadway
Denver, CO 80221
PH. 303-702-1617
FAX. 303-702-1488
www.powersurveying.com

TYPE OF SUBMITTAL:	MINOR SUBD. PLAT
PREPARATION DATE:	APRIL 4, 2023
REVISION DATE:	
REVISION DATE:	
JOB NO. 501-23-041	DWC: 501-23-041.dwg
SHEET #	

INNER CIRCLE CAPITAL SUBDIVISION

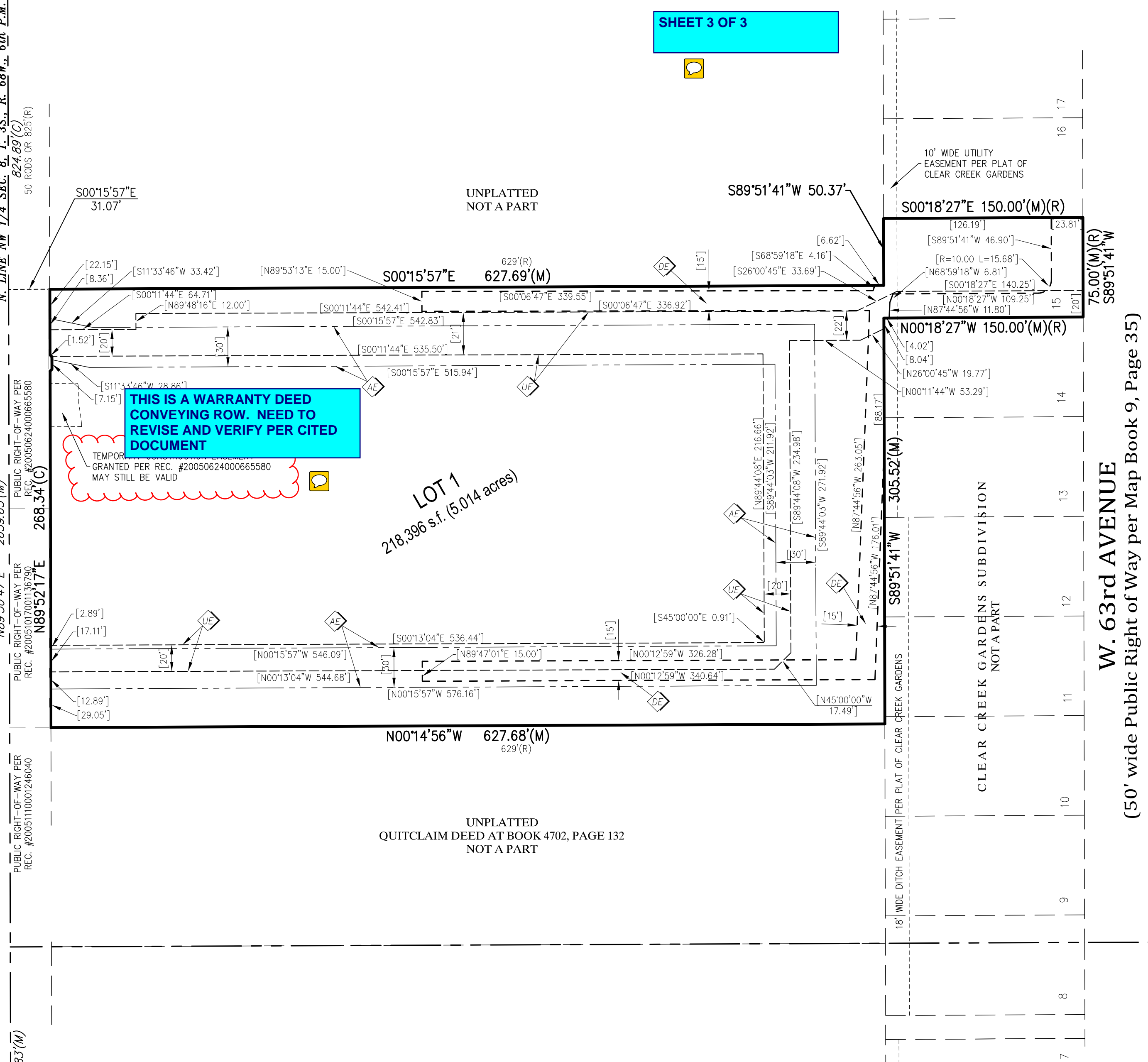
A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 3

W. 64th AVENUE
(Public Right of Way, width varies)
N. LINE NW 1/4 SEC. 8, T. 3S., R. 68W., 6th P.M.
824.89'(C)
50 RODS OR 825'(R)

(BASIS OF BEARINGS)
N89°50'47"E
PUBLIC RIGHT-OF-WAY PER REC. #20050624000665580
2639.65'(M)

W. 64th AVENUE
PUBLIC RIGHT-OF-WAY PER REC. #2005110001246040
1379.83'(M)



THIS IS A WARRANTY DEED CONVEYING ROW. NEED TO REVISE AND VERIFY PER CITED DOCUMENT

TEMPORARILY GRANTED PER REC. #20050624000665580 MAY STILL BE VALID

LOT 1
218,396 s.f. (5.014 acres)

UNPLATTED NOT A PART

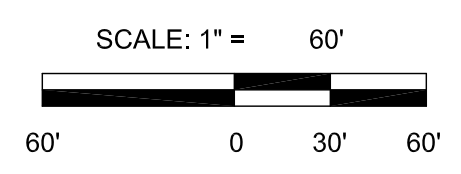
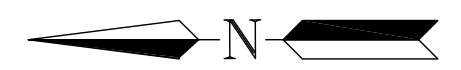
UNPLATTED QUITCLAIM DEED AT BOOK 4702, PAGE 132 NOT A PART

CLEAR CREEK GARDENS SUBDIVISION NOT A PART

W. 63rd AVENUE
(50' wide Public Right of Way per Map Book 9, Page 35)

LEGEND OF SYMBOLS & ABBREVIATIONS

- MONUMENT FOUND, AS NOTED
- SET REBAR & 1-1/2" DIAMETER YELLOW PLASTIC CAP, PLS 37929, TYPICAL UNLESS NOTED OTHERWISE
- (C) CALCULATED
- (M) MEASURED
- 16 LOT NUMBER
- (R) RECORD
- EXISTING RECORD EASEMENT LINE
- AE --- NEW ACCESS EASEMENT GRANTED BY THIS PLAT (DIMENSIONED IN [] BRACKETS)
- DE --- NEW DRAINAGE EASEMENT GRANTED BY THIS PLAT (DIMENSIONED IN [] BRACKETS)
- UE --- NEW UTILITY EASEMENT GRANTED BY THIS PLAT (DIMENSIONED IN [] BRACKETS)
- ADJOINING PARCEL OR LOT LINE
- CENTER LINE
- PUBLIC LANDS SURVEY SECTION LINE
- PLAT BOUNDARY LIMITS



NOTHING IS PROPOSED. THEY WILL BE DEDICATED AND OF PUBLIC RECORD

PROPOSED EASEMENTS

POWER™
Surveying Company, Inc.
Established 1948
PH. 303-702-1617
FAX. 303-702-1488
www.powersurveying.com

TYPE OF SUBMITTAL:	MINOR SUBD. PLAT
PREPARATION DATE:	APRIL 4, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
JOB NO. 501-23-041	DWG. 501-23-041.dwg
SHEET #	

INNER CIRCLE CAPITAL SUBDIVISION

Case # PLT2023-00021

OWNERSHIP AND DEDICATION CERTIFICATE

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, ICC 64TH 1 LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

ALL OF THAT PARCEL DESCRIBED AND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 9, 2022 AT RECEPTION No. 2022000076233, TOGETHER WITH ALL OF THAT PARCEL DESCRIBED AND CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 9, 2022 AT RECEPTION No. 2022000076239, ALSO TOGETHER WITH LOT 15 OF CLEAR CREEK GARDENS SUBDIVISION, ALL LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, 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 NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4), FROM WHENCE THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) BEARS SOUTH 89°50'47" WEST A DISTANCE OF 2639.65 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 89°50'47" WEST, 824.89 FEET TO A POINT;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°15'57" EAST, 31.07 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DEDICATED TO ADAMS COUNTY IN THAT CERTAIN WARRANTY DEED RECORDED JUNE 24, 2005 AT RECEPTION No. 20050624000665580, AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°15'57" EAST, 627.69 FEET TO A POINT ON THE BOUNDARY OF SAID LOT 15;
THENCE ALONG SAID BOUNDARY OF SAID LOT 15 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°51'41" EAST, 50.37 FEET TO A POINT;
2. SOUTH 00°18'27" EAST, 150.00 FEET TO A POINT;
3. SOUTH 89°51'41" WEST, 75.00 FEET TO A POINT;
4. NORTH 00°18'27" WEST, 150.00 FEET TO A POINT ON THE NORTH LINE OF SAID CLEAR CREEK GARDENS SUBDIVISION;

THENCE ALONG SAID NORTH LINE, SOUTH 89°51'41" WEST, 305.52 FEET TO A POINT;
THENCE LEAVING SAID NORTH LINE, NORTH 00°14'56" WEST, 627.68 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DEDICATED TO ADAMS COUNTY IN THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 17, 2005 AT RECEPTION No. 20051017001136790;
THENCE ALONG SAID SOUTH LINE AND CONTINUING ALONG SAID SOUTH LINE OF SAID PARCEL OF LAND DEDICATED TO ADAMS COUNTY IN SAID WARRANTY DEED RECORDED JUNE 24, 2005 AT RECEPTION No. 20050624000665580 THE FOLLOWING FIVE (5) COURSES:

1. NORTH 89°52'17" EAST, 268.34 FEET TO A POINT;
2. SOUTH 45°20'03" EAST, 1.97 FEET TO A POINT;
3. NORTH 89°49'10" EAST, 9.40 FEET TO A POINT;
4. NORTH 44°39'57" EAST, 1.97 FEET TO A POINT;
5. NORTH 89°48'25" EAST, 49.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 218,396 TOTAL SQUARE FEET OR 5.014 TOTAL ACRES OF LAND, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, AND PLATTED THE SAME INTO A LOT AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF INNER CIRCLE CAPITAL SUBDIVISION AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO, FOR THE USE OF THE PUBLIC, NON-EXCLUSIVE UTILITY EASEMENTS AND DRAINAGE 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.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____, 20__.

FOR: ICC 64TH 1 LLC, A COLORADO LIMITED LIABILITY COMPANY
BY: INNER CIRCLE CAPITAL LLC, A COLORADO LIMITED LIABILITY COMPANY, ITS AGENT
BY: JAIDEEP CHADHA, MANAGER

NOTARY ACKNOWLEDGMENT

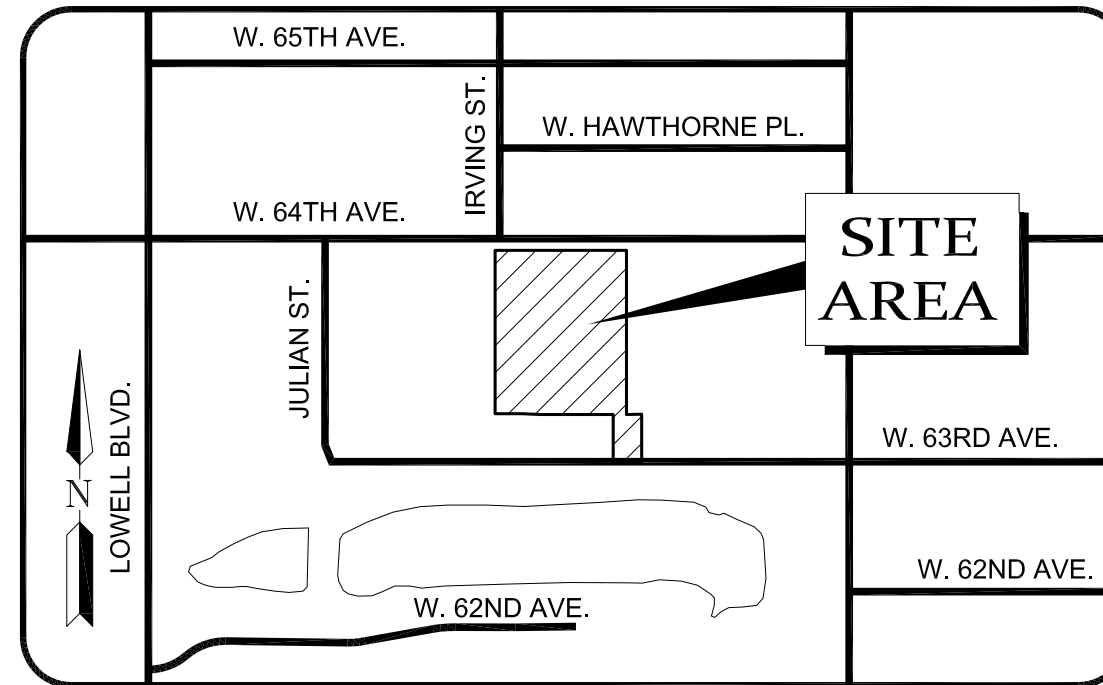
STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY JAIDEEP CHADHA, MANAGER OF INNER CIRCLE CAPITAL, LLC, AGENT FOR ICC 64TH 1 LLC.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
ADDRESS OF NOTARY: _____
ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

SHEET 1 OF 3



VICINITY MAP
Not to Scale

MORTGAGEE'S CONSENT

THE UNDERSIGNED, HIGH COUNTRY BANK, N.A., AS BENEFICIARY OF DEEDS OF TRUST WHICH CONSTITUTES A LIEN UPON THE DECLARANT'S PROPERTY, RECORDED FEBRUARY 14, 2023 AT RECEPTION No. 202300008026 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS, STATE OF COLORADO, CONSENTS TO THE DEDICATION OF LAND TO STREETS, ALLEYS, ROADS AND OTHER PUBLIC AREAS, AS DESIGNATED ON THIS PLAT, AND FOREVER RELEASES SAID LANDS FROM THE LIEN CREATED BY SAID INSTRUMENT.

DATE _____

HIGH COUNTRY BANK
7360 WEST US HIGHWAY 50
P.O. BOX 309
SALIDA, CO 81201
(719) 539-2516

NOTARY ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING MORTGAGEE'S CONSENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____, AS _____ OF HIGH COUNTRY BANK.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC
ADDRESS OF NOTARY: _____

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20 ____.

DEVELOPMENT SERVICES MANAGER

BOARD OF COUNTY COMMISSIONERS' APPROVAL

APPROVED BY THE ADAMS COUNTY COMMUNITY BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____, 20 ____.

DEVELOPMENT SERVICES MANAGER

STATEMENT OF PURPOSE

THIS MINOR SUBDIVISION PLAT IS CREATED AND RECORDED TO COMBINE THE THREE (3) PARCELS CURRENTLY BEING ASSESSED SEPARATELY AND CREATE ONE (1) NEW PLATTED LOT.

SURVEYOR'S NOTES

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

2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POWER SURVEYING, INC. RELIED UPON THE FOLLOWING COMMITMENT FOR TITLE INSURANCE ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY:

COMMITMENT No. 103-2303894-R, WITH AN EFFECTIVE DATE OF MARCH 31, 2023.

3. FLOOD ZONE DESIGNATION: THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% PERCENT ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON FEMA F.I.R.M. MAP #08001C 0584 H, WITH AN EFFECTIVE DATE OF MARCH 5, 2007.

4. FIELD SURVEY COMPLETION DATE: MARCH 22, 2023.

5. BASIS OF BEARINGS: NORTH 89°50'47" EAST, A DISTANCE OF 2639.65 FEET, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS DEFINED AND MEASURED BETWEEN A FOUND #6 REBAR (NO CAP) IN RANGE BOX AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW 1/4) AND A FOUND 3-1/4" DIAMETER ALUMINUM CAP IN RANGE BOX, PLS 26288 AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER (NW 1/4).

6. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

7. THE LINEAR UNIT OF MEASUREMENT FOR THIS PLAT IS THE U.S. SURVEY FOOT, DEFINED AS EXACTLY 1200/3937 METERS.

SURVEYOR'S CERTIFICATE

I, RICHARD BRUCE GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREIN WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THE PLAT ACCURATELY REPRESENTS SAID SURVEY.

RICHARD B. GABRIEL, P.L.S.
Colorado License No. 37929
For and on behalf of
Power Surveying Company, Inc.

CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK ____ M., THIS _____ DAY OF _____, A.D., 20 ____.

FILED AT RECEPTION NO. _____

BY: _____
ADAMS COUNTY RECORDER

DEPUTY

COVER SHEET



TYPE OF SUBMITTAL:	MINOR SUBD. PLAT
PREPARATION DATE:	APRIL 4, 2023
REVISION DATE:	
REVISION DATE:	
JOB NO. 501-23-041	DWG: 501-23-041.dwg

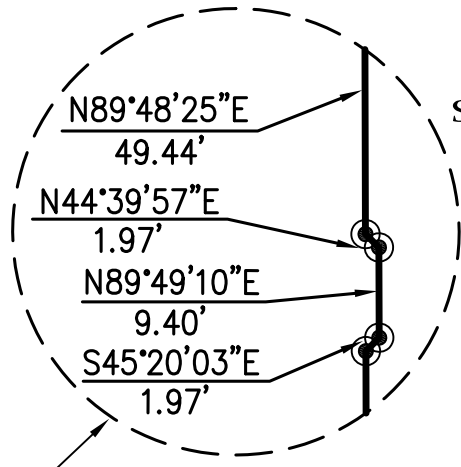
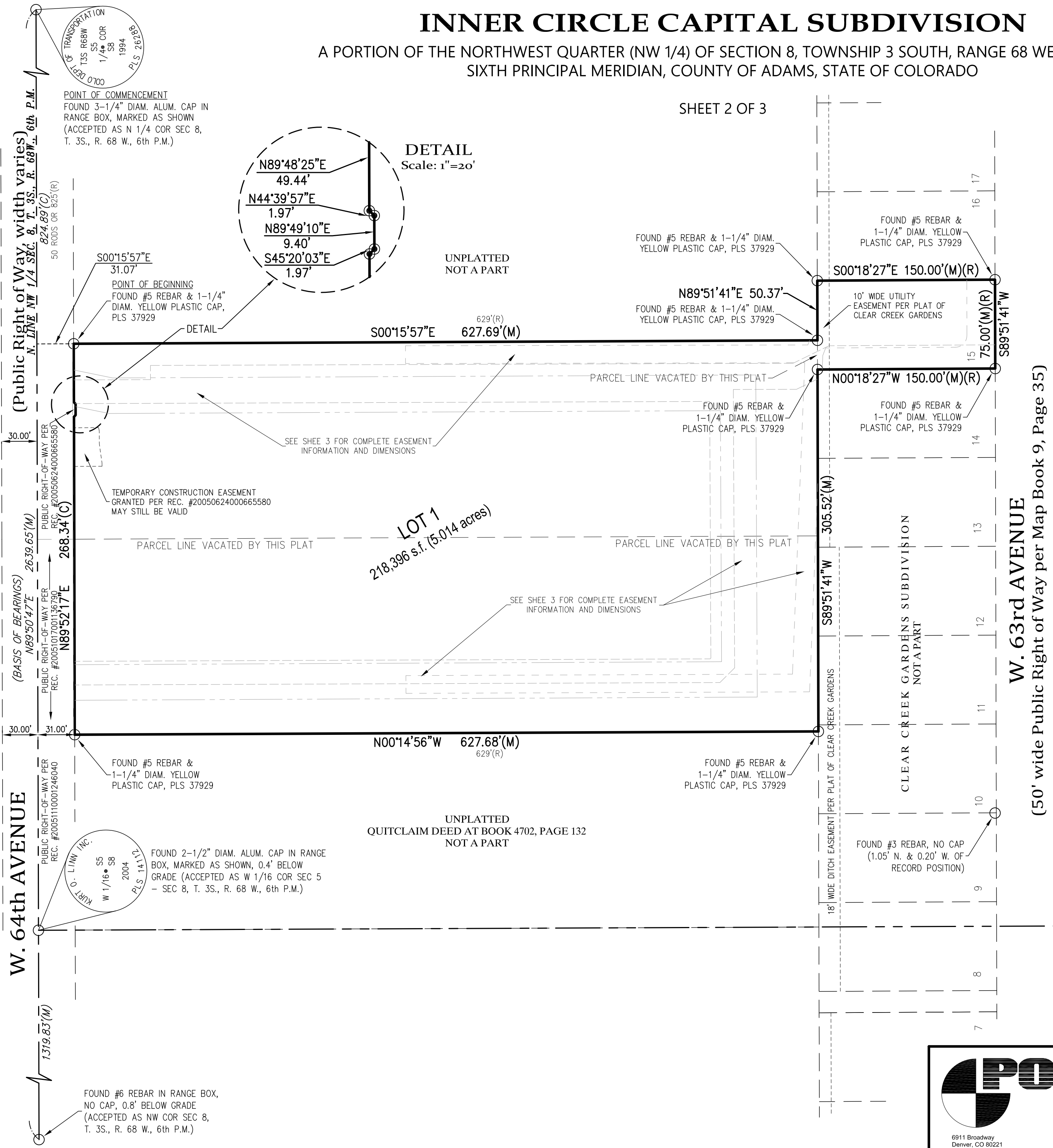
SHEET 1 OF 3

INNER CIRCLE CAPITAL SUBDIVISION

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

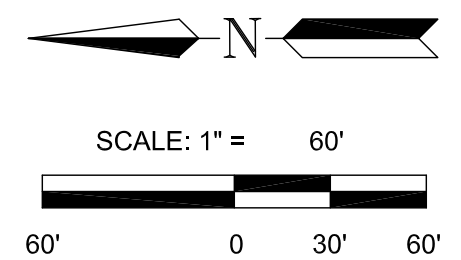
Case # PLT2023-00021

SHEET 2 OF 3



LEGEND OF SYMBOLS & ABBREVIATIONS

- MONUMENT FOUND, AS NOTED
- SET REBAR & 1-1/2" DIAMETER YELLOW PLASTIC CAP, PLS 37929, TYPICAL UNLESS NOTED OTHERWISE
- (C) CALCULATED
- (M) MEASURED
- 16 LOT NUMBER
- (R) RECORD
- EXISTING RECORD EASEMENT LINE
- ◇ AE NEW ACCESS EASEMENT GRANTED BY THIS PLAT (DIMENSIONED IN [] BRACKETS)
- ◇ DE NEW DRAINAGE EASEMENT GRANTED BY THIS PLAT (DIMENSIONED IN [] BRACKETS)
- ◇ UE NEW UTILITY EASEMENT GRANTED BY THIS PLAT (DIMENSIONED IN [] BRACKETS)
- ADJOINING PARCEL OR LOT LINE
- CENTER LINE
- PUBLIC LANDS SURVEY SECTION LINE
- PLAT BOUNDARY LIMITS



FINAL PLAT

POWERTM
Surveying Company, Inc.
Established 1948

6911 Broadway
Denver, CO 80221

PH. 303-702-1617
FAX. 303-702-1488
www.powersurveying.com

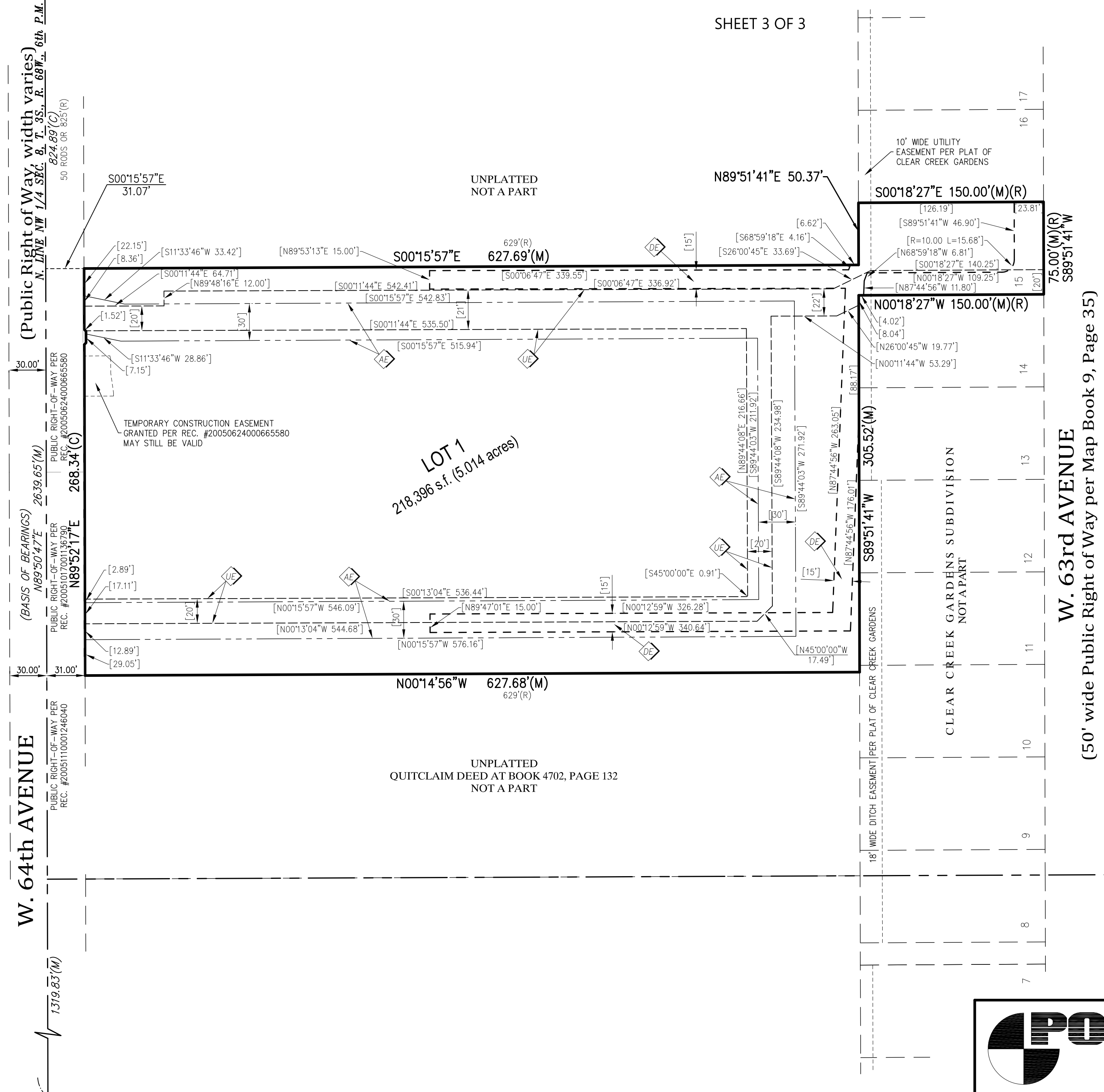
TYPE OF SUBMITTAL:	MINOR SUBD. PLAT
PREPARATION DATE:	APRIL 4, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
JOB NO. 501-23-041	DWG: 501-23-041.dwg

INNER CIRCLE CAPITAL SUBDIVISION

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

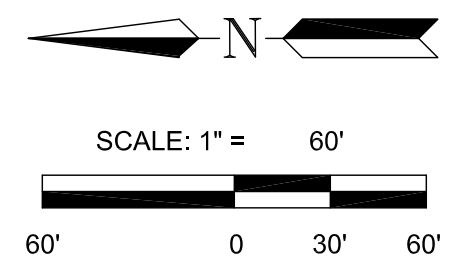
Case # PLT2023-00021

SHEET 3 OF 3



LEGEND OF SYMBOLS & ABBREVIATIONS

- MONUMENT FOUND, AS NOTED
- SET REBAR & 1-1/2" DIAMETER YELLOW PLASTIC CAP, PLS 37929, TYPICAL UNLESS NOTED OTHERWISE
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- UE --- NEW UTILITY EASEMENT GRANTED BY THIS PLAT (DIMENSIONED IN [] BRACKETS)
- ADJOINING PARCEL OR LOT LINE
- CENTER LINE
- PUBLIC LANDS SURVEY SECTION LINE
- PLAT BOUNDARY LIMITS



EASEMENTS

POWERTM
Surveying Company, Inc.
Established 1918
6911 Broadway
Denver, CO 80221
PH. 303-702-1617
FAX. 303-702-1488
www.powersurveying.com

TYPE OF SUBMITTAL:	MINOR SUBD. PLAT
PREPARATION DATE:	APRIL 4, 2023
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
JOB NO. 501-23-041	DWG: 501-23-041.dwg

SHEET 3 OF 3

**PRC2023-00013 Oaks Ridge on 64th
Right of Way Review Comments**

PLAT COMMENTS:

ROW1: Add case number to top right-hand corner of all sheets (PLT2023-00021)

Case number is added, per request.

ROW2: As a new subdivision, a new m/b legal description must be provided after the current legalls, as NOW BEING DESCRIBED AS, with a point of commencement and point of beginning.

A new metes and bounds legal description is added as requested.

ROW3: Need to dedicate the utility and drainage easements and ROW within the Dedication Statement.

Dedication statements are added for new utility and drainage easements.

ROW4: Revise the notary acknowledgement: THE FOREGOING OWNERSHIP AND DEDICATION STATEMENT....

The notary acknowledgement is revised, as requested.

ROW5: Provide an area to write/letter the name of the mortgage officer below the signature line

An area to include the mortgage officer's signature block is included.

ROW6: Remove the CEDD acceptance block as a Minor Subdivision is heard by both the Planning Commission and Board of County Commissioners. Also need the county attorney's approved as to form:

The County Attorney's signature block is included.

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL BY THE ADAMS COUNTY PLANNING COMMISSION
THIS _____ DAY OF _____ A.D. 202_

CHAIR

BOARD OF COUNTY COMMISSIONERS' APPROVAL

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS
_____ DAY OF _____ A.D. 202_

CHAIR

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

ROW7: Closing Statement: 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

[Closing Statement is included in the surveyor's notes as requested.](#)

ROW8: Provide a copy of the Title Commitment cited, dated 3/31/2023 for review. It needs to show current ownership into plat signatory.

[A copy of the Title Commitment is included in the resubmittal and the Plat signatory is revised accordingly.](#)

ROW9: Revise sheet numbers: Three sheets

Sheet numbers are revised as requested.

ROW10: West 64th Ave. is classified as a Minor Arterial and has a required half width of 40'. The plat must dedicate the additional 5 - 10 feet or ROW pending verification of width to date by the survey.

As previously discussed with County staff, the half width for this portion of W 64th Ave needs to be 30'. As shown on the updated Plat, there are 31'; therefore, no ROW dedication is needed.

ROW11: See application guidelines and checklist for approved dedication statements. Must dedicate the utility and drainage easements and ROW within the statement.

Dedication statements are added for new utility and drainage easements.

ROW12: Need to delineate the ROW's cited for W. 64th Ave. They two cited are different widths and need to be delineated in some fashion.

ROW dimensions at both boundary corners and widths on the north side of the section line are now shown in two locations.

ROW13: Deleted

ROW14: No ROW pending engineering review will be required for West 63rd Ave.

No further action needed.

ROW15: Easement are not PROPOSED, but will be dedicated at recording. Remove this phrase.

Pending review of following document submittals, additional comments may be provided

Statement removed, as requested.

WARRANTY DEED

THIS DEED, Made this 31st day of August, 2022 between

Invictus Family Trust 2018

of the County of Adams and State of Colorado, grantor, and

ICC 64th 1 LLC, a Colorado limited liability company

whose legal address is 8200 S. Kellerman Cir., Aurora, CO 80016

of the County of Adams, State of Colorado, grantee(s);

*DEC Fee
160.00*

WITNESS, That the grantor, for and in consideration of the sum of One Million Six Hundred Thousand And No/100 Dollars (\$1,600,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

THE EAST ONE-HALF OF THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT A POINT ON THE NORTH SECTION LINE, 60 RODS WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST IN ADAMS COUNTY, COLORADO; THENCE WEST ON SAID SECTION LINE 20 RODS, THENCE AT RIGHT ANGLES SOUTH 40 RODS, THENCE AT RIGHT ANGLES EAST 20 RODS, THENCE AT RIGHT ANGLES NORTH 40 RODS TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS IN WARRANTY DEED RECORDED OCTOBER 17, 2005 UNDER RECEPTION NO. 20051017001136790,

COUNTY OF ADAMS, STATE OF COLORADO

Also known by street and number as: 3240 W 64th Avenue, Denver, CO 80221

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, **subject to statutory exceptions.**

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

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

SELLER:

Invictus Family Trust 2018


BY: 
Sharon Nunez-Degroen, Trustee

STATE OF COLORADO

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 31st day of August, 2022, by Sharon Nunez-Degroen, Trustee for the Invictus Family Trust 2018


Notary Public

Witness my hand and official seal,
My Commission Expires: 

RACHEL JACOBUCCI
Notary Public
State of Colorado
Notary ID # 20164035543
My Commission Expires 09-14-2024

WARRANTY DEED

THIS DEED, Made this 31st day of August, 2022 between
Gerald Nunez

of the County of Denver and State of Colorado, grantor, and
ICC 64th 1 LLC, a Colorado limited liability company

whose legal address is 8200 S. Kellerman Cir, Aurora, CO 80016
of the County of Denver, State of Colorado, grantee(s);

*Doc Fee
160.00*

WITNESS, That the grantor, for and in consideration of the sum of One Million Six Hundred Thousand And No/100 Dollars (\$1,600,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:
That Part of the Northwest 1/4 of Section 8, Township 3 South, Range 68 West described as follows:

Commencing at a point on the North Section Line, 50 Rods West of the Northeast corner of said Northwest 1/4; Thence Due West along said Section Line, 10 Rods; Thence at Right Angles Due South 40 Rods; Thence at Right Angles Due East 10 Rods; Thence at Right Angles Due North 40 Rods to the Place of Beginning, Except the North 30 feet thereof for road purposes, and except that Portion of Land Conveyed to the County of Adams, State of Colorado in the Deed Recorded June 24, 2005 under Reception No. 20050624000665580, County of Adams, State of Colorado.

Also known by street and number as: 3214 West 64th Avenue, Denver, CO 80221

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, **subject to statutory exceptions**.

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

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

SELLER:

[Signature]
Gerald Nunez

STATE OF COLORADO
COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 31st day of August, 2022, by Gerald Nunez

[Signature]
Notary Public

Witness my hand and official seal.
My Commission Expires: *09/14/24*

RACHEL JACOBUCCI
Notary Public
State of Colorado
Notary ID # 20164035543
My Commission Expires 09-14-2024

WARRANTY DEED

THIS DEED, Made this 10th day of November, 2022 between
Delgado Properties, LLC, a Colorado limited liability company
of the County of Adams and State of Colorado, grantor, and
ICC 64th 1 LLC, a Colorado limited liability company
whose legal address is 8200 S Kellerman Cir., Aurora, CO 80016
of the County of Arapahoe, State of Colorado, grantee(s);

WITNESS, That the grantor, for and in consideration of the sum of Two Hundred Thirty Thousand And No/100 Dollars (\$230,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, their heirs and assigns forever all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

LOT 15, CLEAR CREEK GARDENS SUBDIVISION IN THE NORTHWEST QUARTER, SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PM, COUNTY OF ADAMS, STATE OF COLORADO.

Also known by street and number as: 3107 W 63rd Ave, Denver, CO 80221

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the enrolling and delivery of these presents, he is well seized of the premises above conveyed, has a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, **subject to statutory exceptions.**

The grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

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

SELLER:

Delgado Properties, LLC, a Colorado limited liability company

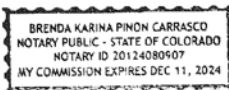
BY: Juan E. Delgado
Juan Delgado, Member

STATE OF COLORADO

COUNTY OF ADAMS

The foregoing instrument was acknowledged before me this 10th day of November, 2022, by Juan Delgado, Member for Delgado Properties, LLC, a Colorado limited liability company

[Signature]
Notary Public



Witness my hand and official seal.
My Commission Expires: 12 · 11 · 2024

NO REAL PROPERTY
TRANSFER DECLARATION
ACCOMPANIED THIS DOCUMENT

20051017001136790 Adams Co 1/3
10/17/2005 09:21:46AM \$.00
Carol Snyder, Clerk \$16.00

WARRANTY DEED

THIS DEED, dated this 11th day of September 2005, between
HECTOR M. GUZMAN and State of Colorado, grantor, **The County
of Adams, State of Colorado**, whose legal address is 450 South 4th
Avenue, Brighton, Colorado 80601 of the said County of Adams and State of
Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of Nine Hundred Forty Dollars and 50/100 (\$940.50) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated to W. 64th Avenue

Also known by street and number as: Vacant Land

Assessor's schedule or parcel number: part of 0182508200033

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for himself, his heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2005 taxes due in 2006 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to the fair market value.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

By: [Signature]
Hector M. Guzman
STATE OF COLORADO)
County of Denver) ss

The foregoing instrument was acknowledged before me this 11th day of October, 2005, by Hector M. Guzman.

Witness my hand and official seal.

My commission expires: August 8, 2009

[Signature]
Notary Public

DANIEL A. FLOREZ
NOTARY PUBLIC
STATE OF COLORADO

After Recording, Please Mail To:

Adams County Public Works
12200 N. Pecos St. 3rd Floor
Westminster, CO 80234
Attn: Right of Way Agent
5061

EXHIBIT "A"

TO: WARRANTY DEED BETWEEN
HECTOR GUZMAN AND
THE COUNTY OF ADAMS, STATE OF COLORADO
ADAMS COUNTY PARCEL NUMBER: 0182508200033
DATE: JULY 20, 2005
PARCEL 14

LEGAL DESCRIPTION

A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF A PARCEL OF LAND AS RECORDED IN BOOK 6174 AT PAGE 286, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, WHENCE THE NORTH QUARTER CORNER THEREOF BEARS N89°50'47"E, A DISTANCE OF 2639.56 FEET; THENCE N89°50'47"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1484.56 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, BEING **THE POINT OF BEGINNING**; THENCE CONTINUING N89°50'47"E, ALONG THE NORTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 165.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE S00°09'13"E, ALONG THE EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 31.07 FEET; THENCE S89°52'17"W, A DISTANCE OF 165.00 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL OF LAND; THENCE N00°09'13"W, ALONG SAID WEST LINE, A DISTANCE OF 31.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5121 SQUARE FEET OR 0.118 ACRES MORE OR LESS, OF WHICH 4950 SQUARE FEET IS IN THE EXISTING RIGHT-OF-WAY.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A LINE CONNECTING THE NORTHWEST CORNER OF SECTION 8, T3S, R68W OF THE SIXTH PRINCIPAL MERIDIAN, AND THE NORTH QUARTER CORNER OF SECTION 8, AS BEARING N89°50'47"E.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME BASED UPON DRAWINGS AND RECORDED DOCUMENTS AND DOES NOT REFLECT THE RESULTS OF A FIELD SURVEY.


FOR AND ON BEHALF OF
VIGIL AND CONSULTANTS, INC.
JOHN G. VIGIL, PLS. 26606
480 YUMA STREET DENVER CO., 80204

Vigil Land Consultants

SURVEYORS

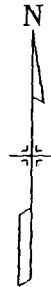
480 Yuma Street ■ Denver, Colorado 80204
 Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 07-20-05

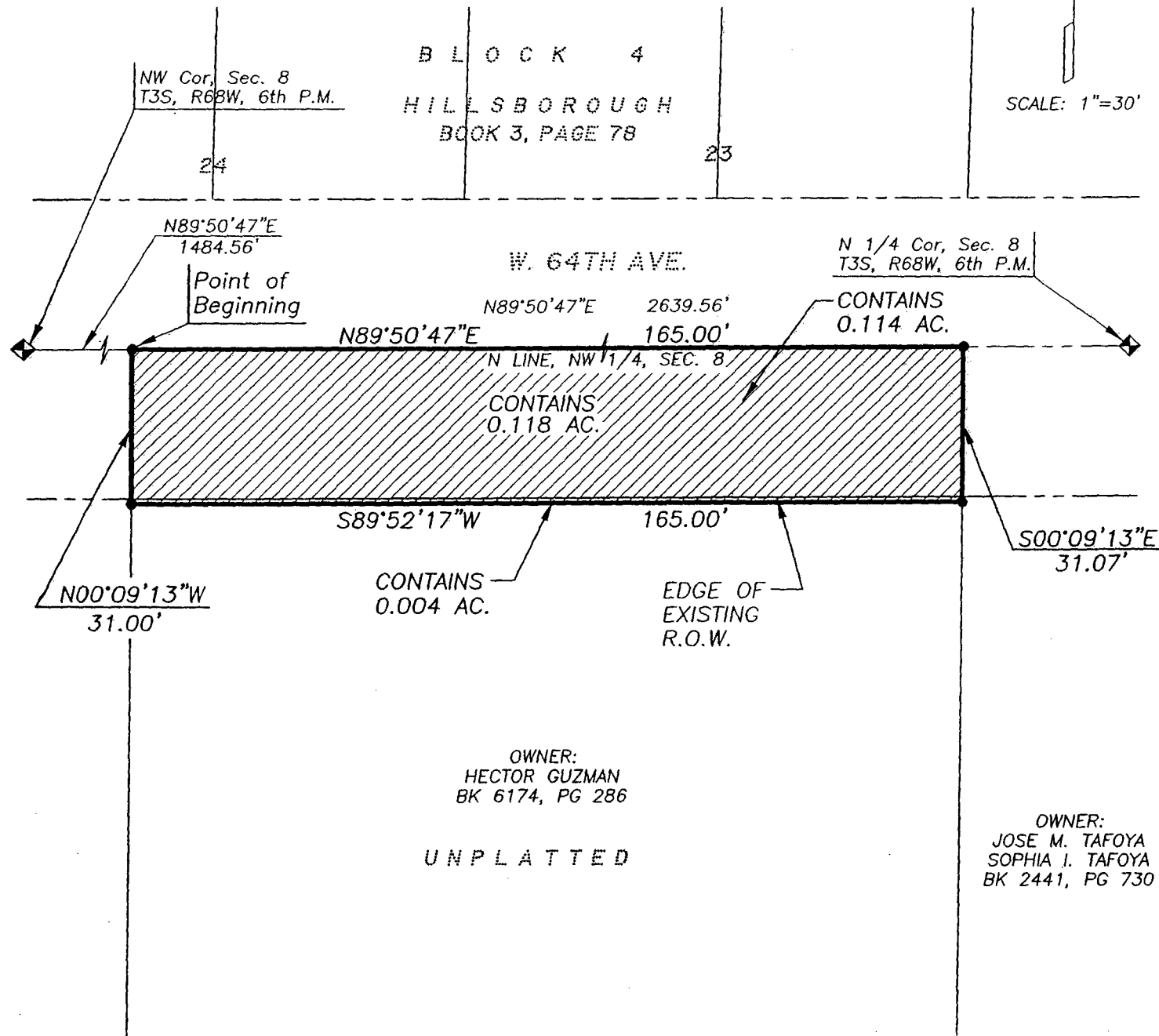
Job No. 03063

ATTACHMENT TO LEGAL DESCRIPTION – NOT A SURVEY
 EXHIBIT "A"

TO: WARRANTY DEED BETWEEN
 HECTOR GUZMAN AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 ADAMS COUNTY PARCEL NUMBER: 0182508200033
 PARCEL 14



SCALE: 1"=30'



WARRANTY DEED

THIS DEED, dated this 20th day of June 2005, between **Jose M. Tafoya and Sophia I. Tafoya**, of the County of Adams and State of Colorado, grantor, **The County of Adams, State of Colorado**, whose legal address is 450 South 4th Avenue, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of One Thousand Four Hundred Seventy Dollars and No/Hundredths (\$1,470.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated to W. 64th Avenue
 Also known by street and number as: 3214 W. 64th Ave., Denver, CO 80221
 Assessor's schedule or parcel number: part of 0182508200017

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. The grantor, for herself, her heirs and personal representatives, do covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, she is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2005 taxes due in 2006 which grantor agrees to pay. This property is being purchased under the threat of condemnation and other factors were included in the determination of the price in addition to the fair market value.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

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

By: Jose M. Tafoya
 Jose M. Tafoya
 STATE OF COLORADO)
) ss
 County of Denver)

By: Sophia I. Tafoya
 Sophia I. Tafoya

The foregoing instrument was acknowledged before me this 20th day of June, 2005, by Jose M. Tafoya and Sophia I. Tafoya.

Witness my hand and official seal.
 My commission expires:

My Commission Expires 06/24/2008

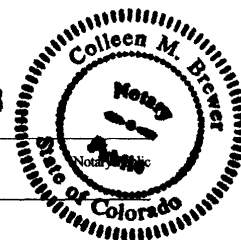


EXHIBIT "A"

TO: WARRANTY DEED BETWEEN
JOSE M. TAFOYA AND SOPHIA I. TAFOYA AND
THE COUNTY OF ADAMS, STATE OF COLORADO
ADAMS COUNTY PARCEL NUMBER: 0182508200017
DATE: JANUARY 20, 2005
PARCEL 15

LEGAL DESCRIPTION


A STRIP OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF A PARCEL OF LAND AS RECORDED IN BOOK 2441 AT PAGE 730, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, WHENCE THE NORTH QUARTER CORNER THEREOF BEARS N89°50'47"E, A DISTANCE OF 2639.56 FEET; THENCE N89°50'47"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1649.56 FEET; THENCE S00°09'13"E, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST 64th AVENUE, BEING **THE POINT OF BEGINNING**; THENCE N89°50'47"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 165.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE S00°09'13"E, ALONG THE EAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 1.07 FEET; THENCE S89°48'25"W, A DISTANCE OF 49.27 FEET; THENCE S44°39'57"W, A DISTANCE OF 1.97 FEET; THENCE S89°49'10"W, A DISTANCE OF 9.40 FEET; THENCE N45°20'03"W, A DISTANCE OF 1.97 FEET; THENCE S89°52'12"W, A DISTANCE OF 103.55 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL OF LAND; THENCE N00°09'13"W, ALONG SAID WEST LINE, A DISTANCE OF 1.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 195 SQUARE FEET OR 0.004 ACRES MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A LINE CONNECTING THE NORTHWEST CORNER OF SECTION 8, T3S, R68W OF THE SIXTH PRINCIPAL MERIDIAN, AND THE NORTH QUARTER CORNER OF SECTION 8, AS BEARING N89°50'47"E.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME BASED UPON DRAWINGS AND RECORDED DOCUMENTS AND DOES NOT REFLECT THE RESULTS OF A FIELD SURVEY.


FOR AND ON BEHALF OF
VIGIL LAND CONSULTANTS, INC.
JOHN VIGIL, PLS. NO. 26606
480 Y STREET, DENVER CO., 80204

Vigil Land Consultants

SURVEYORS

480 Yuma Street ■ Denver, Colorado 80204
 Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 01-20-05

Job No. 03063

**ATTACHMENT TO LEGAL DESCRIPTION – NOT A SURVEY
 EXHIBIT "A"**

TO: WARRANTY DEED BETWEEN
 JOSE M. TAFOYA AND SOPHIA I. TAFOYA AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 ADAMS COUNTY PARCEL NUMBER: 0182508200017
 PARCEL 15



SCALE: 1"=30'

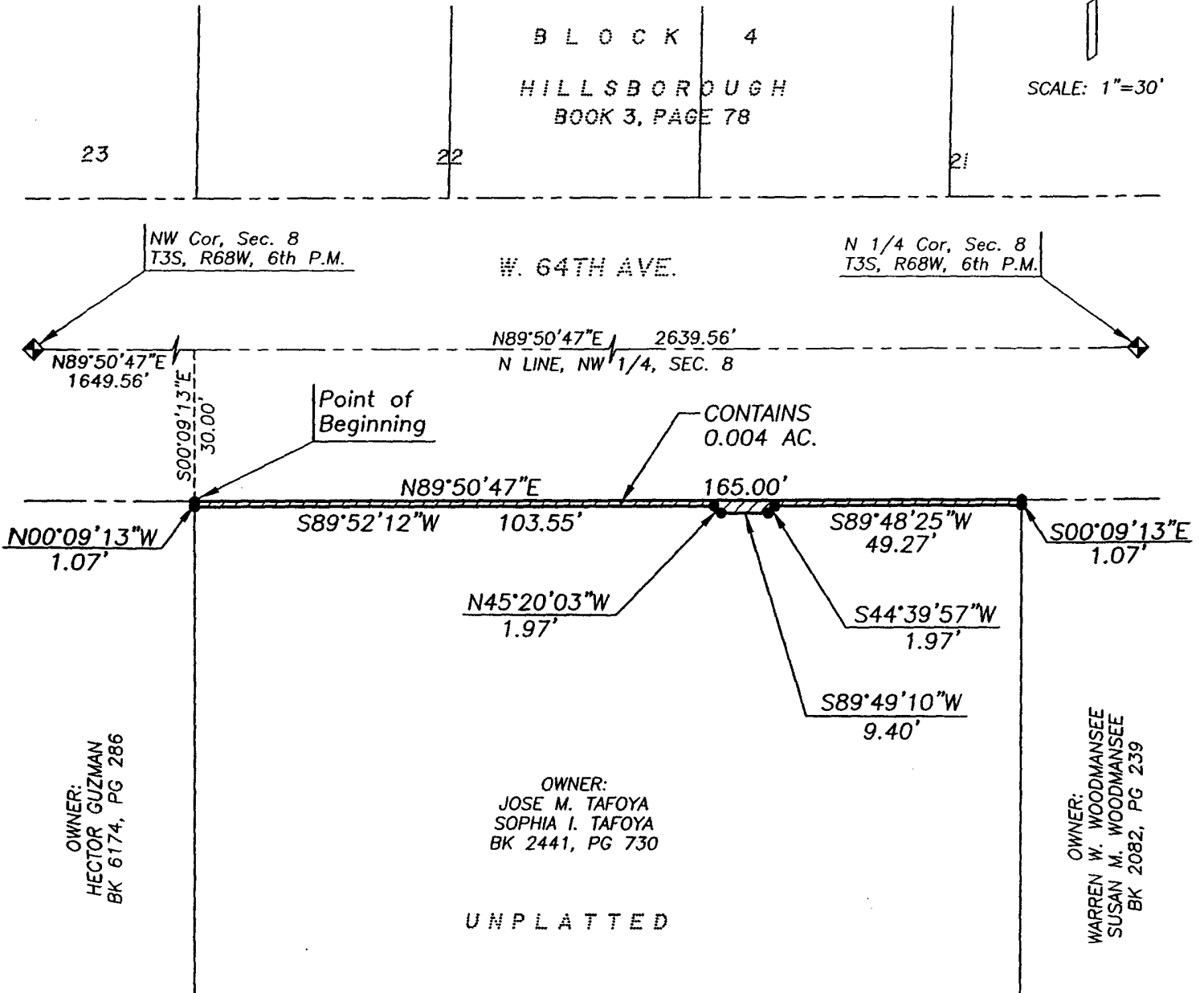


EXHIBIT "A"

TO: TEMPORARY CONSTRUCTION EASEMENT BETWEEN
JOSE M. TAFOYA AND SOPHIA I. TAFOYA AND
THE COUNTY OF ADAMS, STATE OF COLORADO
ADAMS COUNTY PARCEL NUMBER: 0182508200017
DATE: JANUARY 13, 2005
TCE-15

LEGAL DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING A PORTION OF A PARCEL OF LAND AS RECORDED IN BOOK 2441 AT PAGE 730, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 8, WHENCE THE NORTH QUARTER CORNER THEREOF BEARS N89°50'47"E, A DISTANCE OF 2639.56 FEET; THENCE N89°50'47"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1711.21 FEET; THENCE S00°09'13"E, A DISTANCE OF 31.10 FEET TO **THE POINT OF BEGINNING**; THENCE N89°52'12"E, A DISTANCE OF 32.56 FEET; THENCE S00°31'56"E, A DISTANCE OF 20.75 FEET; THENCE S77°55'14"W, A DISTANCE OF 2.68 FEET; THENCE S89°41'57"W, A DISTANCE OF 11.28 FEET; THENCE S81°54'10"W, A DISTANCE OF 16.09 FEET; THENCE S88°45'23"W, A DISTANCE OF 2.79 FEET; THENCE N00°18'59"W, A DISTANCE OF 23.62 FEET TO **THE POINT OF BEGINNING**.
CONTAINING 719 SQUARE FEET OR 0.017 ACRES MORE OR LESS.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON A LINE CONNECTING THE NORTHWEST CORNER OF SECTION 8, T3S, R68W OF THE SIXTH PRINCIPAL MERIDIAN, AND THE NORTH QUARTER CORNER OF SECTION 8, AS BEARING N89°50'47"E.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME BASED UPON DRAWINGS AND RECORDED DOCUMENTS AND DOES NOT REFLECT THE RESULTS OF A FIELD SURVEY.

FOR AMENDMENT BY _____ 1-13-05
VIGIL LAND CONSULTANTS, INC.
JOHN G. VIGIL, PLS. 26606
480 YUMA AVENUE, DENVER CO., 80204



Vigil Land Consultants

SURVEYORS

480 Yuma Street ■ Denver, Colorado 80204
 Off: (303) 436-9233 ■ Fax: (303) 436-9235

Date 01-13-05

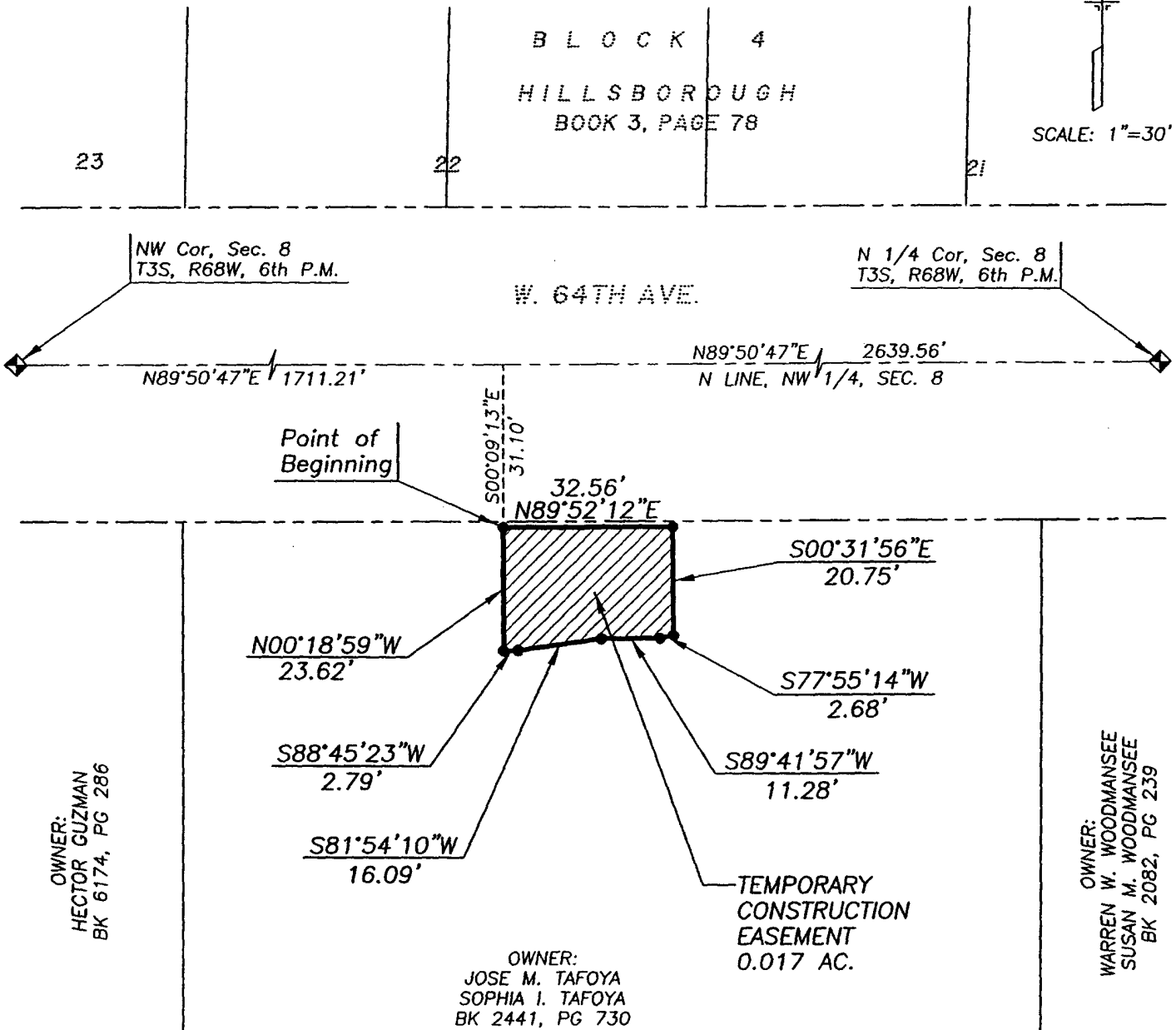
Job No. 03063

ATTACHMENT TO LEGAL DESCRIPTION - NOT A SURVEY EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT BETWEEN
 JOSE M. TAFOYA AND SOPHIA I. TAFOYA AND
 THE COUNTY OF ADAMS, STATE OF COLORADO
 ADAMS COUNTY PARCEL NUMBER: 0182508200017
 TCE-15



SCALE: 1"=30'



UNPLATTED