



DEVELOPMENT APPLICATION FORM

Application Type:

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

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

April 20, 2022

Carolynne C. White
Attorney at Law
303.223.1197 tel
303.223.0997 fax
cwhite@bhfs.com

VIA ELECTRONIC MAIL AND FEDERAL EXPRESS

Adams County Community & Economic Development
4430 S. Adams County Parkway
1st Floor, Suite W2000
Brighton, Colorado 80601

RE: Change of Use, Subdivision Plat, and Conditional Use for A Better Place Funeral & Cremation LLC,
generally located at 7261 Washington Street, Denver, Colorado 80229

Dear County Staff:

We represent ABP Investments LLC, d/b/a A Better Place Funeral & Cremation LLC ("**A Better Place**") with respect to its attached change in use, minor subdivision plat, and conditional use applications (the "**Applications**") relating to the property located at 7261 Washington Street, Denver, Colorado 80229, Parcel Number 0171934400017 (the "**Property**") in unincorporated Adams County (the "**County**"). This letter is provided to aid the County in reviewing and approving the Applications.

BACKGROUND

A Better Place is a family-owned funeral home operated by Jennifer Connell. They have been offering low-cost, accessible funeral and mortuary services to the entire metropolitan area—including Denver, Aurora, Lakewood, Arvada, Westminster, Thornton, Commerce City, and Brighton—for approximately 15 years and are dedicated to serving the Colorado community in times of need. They offer memorial services, military services for veterans, burial services, and cremation services through a third-party provider. Given their low-cost accessibility, A Better Place provides essential services to underserved populations in terms of both socioeconomic class and minority groups. For example, in 2021, A Better Place served more than 700 families with the loss of a loved one, fifty percent of which were minority or underserved individuals and forty percent of which were Hispanic. Fifteen percent of A Better Place's services in 2021 were provided to social service cases, primarily for residents of Adams, Denver, and Jefferson Counties, with 25 social services cases for Adams County residents alone. Many funeral homes will not take social services cases or will require an up-front payment for the funeral home to pick up the deceased individual from their home, a care center, a hospital, or the coroner's office. However, A Better Place will pick up anyone from anywhere and thereafter assists the family members or personal representatives with filing for indigent cremation/burial social services assistance

Additionally, A Better Place has cemented itself as a necessary service in the community over the past two years, with the significant growth in demand for funeral services due to the unprecedented number of deaths caused by the COVID-19 pandemic. Further, alongside the surge in deaths due to COVID-19, Colorado has been faced with another parallel pandemic: fentanyl and other drug overdoses have increased dramatically over the past couple years. With the rapid onset of these two pandemics, A Better Place has risen to meet the needs of the community by providing aid to families and dependents who face unexpected deaths of

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loved ones and are unprepared for how to navigate the services and their losses.

Prior to its current location, A Better Place leased and operated out of another location in Adams County. In 2018, A Better Place acquired the Property to allow them to accompany their expanding business and to obtain a more central location for the community to have access to their services. They also liked that the building on the Property was a house—rather than something more commercial-looking—allowing for them to make their funeral home more personalized and less institutional.

However, they acquired the Property without legal counsel and were unaware that the Property was technically an illegally subdivided parcel. They also did not know that they would need to undergo applications for a change in use in order to operate a funeral home on the Property, because a funeral home is considered a principally permitted use in Zone C-3. See Adams County Development Standards and Regulations (the "**Regulations**") § 3-07-01. They were under the impression that their seller had already acquired any necessary change in use permits for its business, and that their business fit within the same category.

Approximately a year after they acquired the Property, A Better Place began receiving notices that they were not in compliance with the Regulations. They did their best to try to comply with the requests but, still lacking legal counsel and having difficulty understanding how to comply with the Regulations, they did not come into compliance for the use of the property as a funeral home.

On or about August 18, 2021, the County brought a civil action pursuant to C.R.S. § 30-28-124.5 against A Better Place, alleging that it had violated sections 3-06-01¹, 3-21-06², and 4-02-01³ of the Regulations. On September 16, 2021, the County and A Better Place entered a settlement agreement in which it was agreed that A Better Place would apply for any and all development applications necessary to bring the Property into compliance by April 24, 2022 at 5:00pm. The applications for a change in use and minor subdivision/minor subdivision plat attached to this letter are submitted in compliance with this settlement agreement.

In addition to the applications for change in use and a minor subdivision plat, A Better Place also seeks a conditional use permit to be able to operate a crematorium and corresponding cold storage at the Property. A Better Place has used a third-party service provider for cremation up until now, but that provider has been unable to keep up with the increased demand over the past couple years, so A Better Place would like to operate its own crematorium, including cold storage facilities, on the Property, in order to better be able to meet their customer's needs. Although the current use, without the crematorium, does not require a conditional use permit, adding the crematorium does so require. Accordingly, A Better Place seeks to combine all these applications into a single process to both cure its existing violations and seek authorization for future expanded operations.

For all the reasons described below, and especially in light of the critical and essential services that A Better Place provides for our community, we ask that the County grant these applications.

¹ Section 3-07-01 outlines principally permitted uses and indicates that a Funeral Home/Mortuary is a principally permitted use in Zone C-3.

² Section 3-21-06 prohibits all uses not expressly identified in the permitted uses in the Use Chart.

³ Section 4-02-01 states that a change in use of property occurs whenever the essential character or nature of the activity conducted on a lot changes and requires zoning review and building permit approval for all changes in use. Section 4-02-01 additionally states that a change-in-use permit is required when there is a change on a property from one principally permitted use category to another.

ANALYSIS

The Regulations contain criteria for evaluating and approving applications for a change in use, a conditional use, and a minor subdivision and minor subdivision plat. This letter provides some additional information to describe how the Applications satisfy the respective the criterion for approval.

I. Change in Use

A Better Place's proposed change in use application is consistent with the Regulations. Section 4-02-01 of the Regulations provides that a change in use of property occurs whenever the essential character or nature of the activity conducted on a lot changes, and all changes in use require zoning review and building permit approval, even if the change in use is from one principally permitted use category to another. Under section § 4-25-04-02, if the intended change in use is a principal use permissible in the zone district where the property is located, and if all of the other requirements of the Regulations can be complied with, permission to make the change must be obtained in the same manner as permission to make the initial use of a vacant lot.

Here, the Regulations provide that a funeral home is a principally permitted use in the C-3 zone district where the Property is located, and A Better Place meets all other requirements of the Regulations, so they must obtain permission for the change "in the same manner as permission to make the initial use of a vacant lot." Regulations § 4-25-04-02.

II. Conditional Use

A Better Place's conditional use application also meets or exceeds the applicable requirements in the Regulations. The Regulations recognize eight criteria that the County uses to analyze whether to grant a conditional use permit:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of the Regulations.
3. The conditional use will comply with the requirements of the Regulations, including, but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening,

landscaping, signage, and lighting.

8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

See Regulations § 2-02-09-06. Below is an analysis of how the conditional use application meets or exceeds each criterion.

- A. The conditional use is permitted in the applicable C-3 zoning.

This first requirement is met because a funeral home with a crematorium is a permitted conditional use in C-3 zoning. See Regulations § 3-06-01.

- B. The conditional use is consistent with the purposes of the Regulations.

The “purpose and intent” of the Regulations is to “control and assist in the orderly, efficient, and integrated development of the County, in order to preserve the health, safety, and welfare of the public, in accordance with established County policies and plans.” Regulations § 1-01-03. A Better Place’s proposed conditional use as a crematorium is consistent with this intent. As described above, our community has an immense need for low cost funeral services, including cremations, especially in light of the recent pandemic and the onslaught of opioid-related overdoses. A Better Place has risen to the occasion, providing these essential services to meet the needs of a growing population as part of the planned development in Adams County.

Additionally, the proposed conditional use is consistent with the purpose of the Commercial-3 zoning applicable to the Property, as a crematorium offers “personal services for persons residing within [the] County and the surrounding area.” Regulations § 3-22-01.

- C. The conditional use complies with the applicable standards of the Regulations.

Section 4-08-02-01 of the Regulations requires all structures used in conjunction with a crematorium to have a minimum setback of twenty-five feet from all property lines, unless required to be greater by the Zone District. As demonstrated on the Site Plan, A Better Place would be able to comply with this requirement if permitted to operate a crematorium on the Property.

- D. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the area’s inhabitants.

A Better Place’s proposed use of a crematorium on the Property is compatible with surrounding area and harmonious with the character of the neighborhood, which consists primarily of commercial and agricultural uses (see below, with the Property shown as a yellow rectangle):



Further, this proposed use is not detrimental to the future development of this area and will, in fact, support the planned growth of the community by offering a low-cost, accessible essential service to its inhabitants. Similarly, a crematorium on the Property will not be detrimental to the health, safety, or welfare of the area's inhabitants or the County because, as discussed in the sections below, there will be no off-site impacts resulting from this use; whereas, a crematorium will provide a positive benefit to the health and welfare of the community.

E. The conditional use permit has addressed all off-site impacts.

A Better Place has not had any complaints of off-site impacts relating to its current activities, and adding an on-site crematorium will not cause any such impacts. The crematorium that A Better Place would install would use state of the art technology with no measurable odor. A Better Place will also obtain a crematory air regulation permit from the Colorado Department of Health & Environment (Crematory/Incinerator APEN Form APCD-234), which proscribes certain requirements and limitations on the operation of an incinerator, all of which A Better Place will comply with. Further, with its use of state of the art technology, A Better Place will be in compliance with the County's odor regulation, requiring that "[e]very use [is] operated so it does not create a malodorous condition." Regulations § 4-16-07.

F. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.

As demonstrated on the Conditional Use Site Plan, there is adequate usable space of 1,500 square feet and adequate access to accommodate the crematorium via an 18-foot wrap-around drive aisle. Further, there are no environmental constraints on the added use of a crematorium on the Property.

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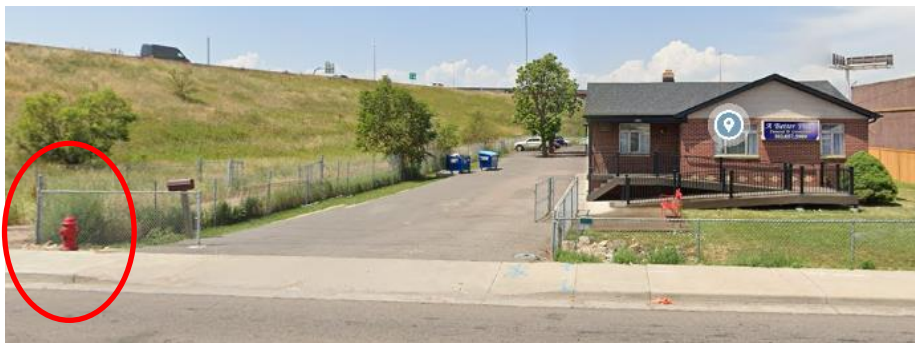
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G. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.

The Conditional Use Site Plan provides for the most convenient and functional use of the Property. The crematorium will require no additional lighting or signage. Further, A Better Place has attached a Traffic Memorandum prepared by Kimley Horn, which demonstrates that a crematorium will not have a negative impact on existing traffic patterns; rather, “[t]he crematory will reduce overall trips to the adjacent roadway as the current process is to transport the deceased from the [P]roperty to an off-site crematory and then back on-site for funeral services. Once this proposed crematory is installed on-site that process will not be needed and both the cremation and funeral services can occur on-site. The Crematory building will be a supplemental use to the existing services that are already occurring and not a new function.” *Traffic Memorandum* at 2. Further, as demonstrated on the Conditional Use Site Plan, the proposed conditional use can easily meet the requirements for crematory buildings: it would comply with the 25-foot setback, have at least 6 parking spaces, and also still provide for a 5-foot landscape buffer. The Property has adequate existing fencing, as illustrated on the Conditional Use Site Plan, and, with an 18-foot drive aisle wrapping around the building and three pull-in entrances to access the inside of the building, there would be adequate access for both site and emergency vehicles.

H. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

Existing sewer, water, storm water drainage, fire protection, police protection, and roads are adequate to address and serve the addition of a crematorium because a crematorium requires no additional sewer, water, storm water drainage, police protection or roads from the present use of the Property. Additionally, the Property has a fire hydrant directly in front of it, to address any potential fire concerns:



III. Minor Subdivision Plat

The Minor Subdivision and Minor Subdivision Plat meet or exceed applicable requirements under section 2-02-20 of the Regulations. First, the Subdivision involves a single lot, which consists of approximately 0.576 acre. See Regulations § 2-02-20-01 (requiring Subdivisions to only be used for purposes of dividing a parcel of less than 20 acres into 4 or fewer lots). Additionally, as demonstrated in the following subsections, the Minor Subdivision and Minor Subdivision Plat meet or exceed the criteria that the County uses to determine whether to approve a final plat related to a minor subdivision set forth in section 2-02-20-03-05 of the Regulations.

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- A. The final plat is consistent and conforms to the approved sketch plan.

This criterion is inapplicable because a sketch plan is not required in this circumstance; A Better Place is submitting a final Minor Subdivision Plat in this application packet.

- B. The final plat is in conformance with the subdivision design standards.

The Minor Subdivision Plat conforms with all subdivision design standards set forth in Section 5.03 of the Regulations. The Regulations do not contain a minimum lot size requirement for Commercial-3 districts but do require a minimum width of 75 feet, which is met here. Regulations § 3-07-02. Further, as demonstrated by the attached Change in Use Site Plan prepared by Kimley Horn, all minimum setback requirements are met, including the five foot landscape setbacks and the twenty-five-foot required street frontage. The buildings on the Property comply with the maximum building square footage limitation of 10,000 square feet per commercial use and the maximum building height limitation of 25 feet. Additionally, as demonstrated on the attached Landscape Plan prepared by Kimley Horn, the Property meets all applicable tree and landscaping standards, including planting 2 trees and 7 shrubs in the street frontage landscaping, 4 trees in the north bufferyard, 2 trees in the west bufferyard, 4 trees in the south bufferyard, and 2 trees in the parking lot landscape.

- C. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.

The Property already has adequate access to, and use of, the public water supply through the North Washington Street Water & Sanitation District, as demonstrated by the attached water and sewer utility bill. The use of the Property as a funeral home will not otherwise affect water usage.

- D. The applicant has provided evidence that provision has been made for a public sewage disposal system and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.

The Property also already has adequate access to, and use of, the public sewage disposal system through the North Washington Street Water & Sanitation District, as demonstrated by the attached water and sewer utility bill. The use of the Property as a funeral home will not otherwise affect sewer usage.

- E. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.

This criterion is inapplicable. The topographical survey for this Property indicates that the Property is flat.

- F. The proposed or constructed drainage improvements are adequate and comply with the Regulations.

This criterion is met because improvements on the Property and the landscaped area for buffers will not affect the existing drainage patterns. Such drainage patterns are adequate as they currently exist.

- G. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

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The proposed change in use will not have an impact on the Property's usage of public facilities or infrastructure. Rather, the change in use would have a positive impact on the public and the County, by providing an essential service to the community.

H. The final plat is consistent with the Adams County Comprehensive Plan and any available area plan.

The Adams County Comprehensive Plan is the official policy document of the County's Planning Commission and Board of County Commissioners, and contains six key goals for the County:

1. Promote Coordinated and Connected Growth;
2. Protect the Health, Safety, and Welfare of Adams County's Inhabitants;
3. Foster Regional Collaboration and Partnerships;
4. Reduce the Fiscal Impact of Growth;
5. Promote Economic Vitality; and
6. Preserve the County's Natural Resources

The goal most relevant here is to protect the health, safety, and welfare of County inhabitants: as stated throughout this letter, A Better Place provides an essential service to the community, which is beneficial to the health, safety, and welfare of its inhabitants.

Further, the use of the Property as a funeral home is consistent with the Commercial-3 district applicable to the Property, as a funeral home offers "personal services for persons residing within [the] County and the surrounding area." Regulations § 3-22-01. Accordingly, the Minor Subdivision Plat is consistent with the plans that apply to the area.

I. The final plat is consistent with the purposes of the Regulations.

As stated above, the "purpose and intent" of the Regulations is to "control and assist in the orderly, efficient, and integrated development of the County, in order to preserve the health, safety, and welfare of the public, in accordance with established County policies and plans." Regulations § 1-01-03. Here, the proposed change in use is consistent with this intent because, as described above, our community has an immense need for low cost funeral services, including cremations, especially in light of the recent pandemic and the onslaught of opioid-related overdoses. A Better Place has risen to the occasion, providing these essential services to meet the needs of a growing population as part of the planned development in Adams County.

J. The overall density of development within the proposed subdivision conforms to the zone district density allowances.

The Commercial-3 zone district standards in section 3-24 of the Regulations do not contain density requirements applicable to the Property. Therefore, this criterion is inapplicable. It is important to note, regardless, that A Better Place's Property is far less dense than all of the surrounding uses (see below, showing the Property in a red rectangle):



K. The proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. The proposed subdivision has established an adequate level of compatibility by:

A Better Place sits in a largely industrial neighborhood, dwarfed by the surrounding buildings. As shown above, it occupies the smallest footprint in the area. North of the Property is a Boyer's Coffee and an Alpine Waste and Recycling plant. Directly east of the Property, across Washington Street, sit approximately 12 bays of industrial businesses, including a plumbing contractor, vehicle repair shop, body shop, HVAC contractor, and window and screen repair business. Also east of the Property and one block north are a few small restaurants, an axe throwing venue, a liquor store, and a brewery. The west and south sides of the Property are bordered by highway.

The use of the Property as a funeral home is not more intense, and in many cases is less intense, than the surrounding uses. Further, operation of a funeral home in this area would not be detrimental to the area's development or to the health, safety or welfare of inhabitants in the area; as stated throughout this letter, it would provide an essential service to the area and surrounding neighborhoods. And the Property will include the following improvements and site design measures, which are intended to ensure that it is compatible with adjacent land uses:

- a. *Incorporating natural physical features into the development design and providing sufficient open spaces considering the type and intensity of use;*

As demonstrated in the attached Landscape Plan, the Property will be adding landscaping and trees to comply with the requirements under the Regulations. This will help incorporate natural physical features and

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provide a natural design unique to the neighborhood.

- b. Incorporating site planning techniques to foster the implementation of the County's plans and encourage a land use pattern to support a balanced transportation system, including auto, bike, and pedestrian traffic, public or mass transit, and the cost-effective delivery of other services consistent with adopted plans, policies and regulations of the County;

The services offered by A Better Place are not generally ones accessed via public transportation; however, if any patrons do want to take public transportation, there is an easily-accessible bus stop located less than a block away at the intersection of Washington St. and 73rd Ave.

- c. Incorporating physical design features in the subdivision to provide a transition between the project and adjacent land uses through the provision of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures; and

A Better Place will be significantly improving the attractiveness of its entryway and edge along the public streets by updating the landscaping with trees, as demonstrated on the Minor Subdivision Plat and the Landscape Plan. Further, A Better Place has already installed an ADA ramp and sidewalk frontage, providing an attractive and accessible entryway and a transition between the Property and the adjacent land uses. Finally, A Better Place also intends to someday add a gazebo, patio and terrace to further improve the attractiveness of the entryway for patrons and passerby.

- d. Incorporating identified environmentally sensitive areas, including but not limited to, wetlands and wildlife corridors, into the project design.

This final criterion is inapplicable, as there are no environmentally sensitive areas on the Property.

Accordingly, for all the reasons laid out above, the Minor Subdivision and Minor Subdivision Plat meet or exceed all applicable requirements in the Regulations.

CONCLUSION

In closing, as evidenced by the Applications and this letter, the change in use, conditional use, and Minor Subdivision and Minor Subdivision Plat meet or exceed all of the requirements set forth in the Regulations. Accordingly, we respectfully request that the County approve the Applications. Thank you for your consideration.

Sincerely,



Carolynne C. White

cc: Jonathon Lubrano, Assistant County Attorney

Your Documents from Land Title

- [Commitment](#)



Land Title Guarantee Company Customer Distribution

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

Order Number: **ABJ70587299**

Date: **06/23/2018**

Property Address: **7261 WASHINGTON STREET, DENVER, CO 80229**

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

For Closing Assistance

Katherine C. Talcott
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 331-6229 (Work)
(303) 393-4926 (Work Fax)
ktalcott@ltgc.com
Company License: CO44565

Closer's Assistant

Lauren Orona
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
lorona@ltgc.com
Company License: CO44565

For Title Assistance

Sandy Johnson
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4126 (Work)
sandyjohnson@ltgc.com

A BETTER PLACE FUNERAL AND CREMATION LLC
Attention: JENNIFER CASTILLO
(303) 657-5989 (Work)
(303) 537-7365 (Home)
mortuarybabydoll@gmail.com
Delivered via: Electronic Mail

A LENDER TO BE DETERMINED
Delivered via: No Commitment Delivery

J D STEEL COMPANY INC
Attention: CINDY HARDING
7108 S ALTON WAY
SUITE M
CENTENNIAL, CO 80112
(303) 477-5029 (Work)
(303) 917-6114 (Home)
(303) 477-9499 (Work Fax)
charding@jdsteel.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: LUKE DAVIDSON
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 321-1880 (Work)
(303) 393-4912 (Work Fax)
ldavidson@ltgc.com
Delivered via: Electronic Mail

COLLIERS INTERNATIONAL
Attention: TIM SHAY
4643 S ULSTER ST #1000
DENVER, CO 80237
(303) 745-5800 (Work)
(720) 220-6689 (Home)
(303) 745-5888 (Work Fax)
tim.shay@colliers.com
Delivered via: Electronic Mail



**Land Title Guarantee
Company
Estimate of Title Fees**

Order Number: **ABJ70587299**

Date: **06/23/2018**

Property Address: **7261 WASHINGTON STREET, DENVER, CO 80229**

Parties: **A BETTER PLACE FUNERAL & CREMATION, LLC, A COLORADO LIMITED LIABILITY COMPANY
J.D. STEEL CO., INC, AN ARIZONA CORPORATION, ALSO KNOWN AS J.D. STEEL COMPANY,
INC., AN ARIZONA CORPORATION**

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

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$2,212.00
Deletion of Standard Exception(s)	\$100.00
"ALTA" Loan Policy 06-17-06 Purchase Loan Rate	\$250.00
Deletion of Standard Exception(s)	\$100.00
Tax Certificate	\$26.00
	Total \$2,688.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

- [Adams county recorded 07/18/2006 under reception no. 20060718000719960](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABJ70587299

Property Address:

7261 WASHINGTON STREET, DENVER, CO 80229

1. Effective Date:

06/19/2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 \$675,000.00

Proposed Insured:

A BETTER PLACE FUNERAL & CREMATION, LLC, A COLORADO LIMITED LIABILITY COMPANY

"ALTA" Loan Policy 06-17-06 Purchase Loan Rate \$325,000.00

Proposed Insured:

A LENDER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A Fee Simple

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

J.D. STEEL CO., INC, AN ARIZONA CORPORATION, ALSO KNOWN AS J.D. STEEL COMPANY, INC., AN ARIZONA CORPORATION

5. The Land referred to in this Commitment is described as follows:

A PART OF THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4;
THENCE NORTH 00°21'04" EAST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 408.25 FEET;
THENCE NORTH 89°46'39" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°46'39" WEST, A DISTANCE OF 287.50 FEET;
THENCE NORTH 00°21'04" EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 93.75 FEET;
THENCE SOUTH 89°49'36" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 287.50 FEET TO A POINT ON A LINE 30.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4;
THENCE SOUTH 00°21'04" WEST ALONG A LINE PARALLEL WITH SAID EAST LINE A DISTANCE OF 93.75 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS BY WARRANTY DEED RECORDED APRIL 6, 2005 UNDER RECEPTION NO. [20050406000355270](#).

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ALTA COMMITMENT
Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABJ70587299

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED JUNE 29, 2006 FROM J. D. STEEL, AN ARIZONA CORPORATION TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF FIRST FIDELITY BANK, N.A. TO SECURE THE SECURITY OBLIGATIONS SET FORTH THEREIN RECORDED JULY 18, 2006, UNDER RECEPTION NO. [20060718000719970](#).
 2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT ALTA/NSPS LAND TITLE SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY. LAND
-

TITLE IS NOT RESPONSIBLE FOR ORDERING SAID ALTA/NSPS LAND TITLE SURVEY. SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

3. WARRANTY DEED FROM J.D. STEEL CO., INC, AN ARIZONA CORPORATION, ALSO KNOWN AS J.D. STEEL COMPANY, INC., AN ARIZONA CORPORATION TO A BETTER PLACE FUNERAL & CREMATION, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR A BETTER PLACE FUNERAL & CREMATION, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY. NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.
5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF A BETTER PLACE FUNERAL & CREMATION, LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS. NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.
6. DEED OF TRUST FROM A BETTER PLACE FUNERAL & CREMATION, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF A LENDER TO BE DETERMINED TO SECURE THE SUM OF \$325,000.00.

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF. NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE LOAN POLICY WILL BE DELETED. NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE OWNER'S POLICY, WILL BE AMENDED AS FOLLOWS: ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF J.D. STEEL CO., INC, AN ARIZONA CORPORATION, ALSO KNOWN AS J.D. STEEL COMPANY, INC., AN ARIZONA CORPORATION. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF A BETTER PLACE FUNERAL & CREMATION, LLC, A COLORADO LIMITED LIABILITY COMPANY. NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION

THEREWITH. NOTE: UPON PROOF OF PAYMENT OF 2017 TAXES, ITEM 6 WILL BE AMENDED TO READ: TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABJ70587299

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
 - 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
 - 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
 - 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
 - 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that**
-

may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES., IF ANY.
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION RECORDED NOVEMBER 14, 2003 UNDER RECEPTION NO. [C1239078](#).



**LAND TITLE
GUARANTEE
COMPANY
DISCLOSURE
STATEMENTS**

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

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

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

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

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

The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens. The Company must receive payment of the appropriate premium.

If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

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

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false,

incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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



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

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

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

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

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

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



Commitment For Title Insurance Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the

Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part Iâ€™Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Companyâ€™s liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

1. â€œKnowledgeâ€ or â€œKnownâ€: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
2. â€œLandâ€: The land described in Schedule A and affixed improvements that by law constitute real property. The term â€œLandâ€ does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
3. â€œMortgageâ€: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
4. â€œPolicyâ€: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
5. â€œProposed Insuredâ€: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
6. â€œProposed Policy Amountâ€: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
7. â€œPublic Recordsâ€: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
8. â€œTitleâ€: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part Iâ€™Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Companyâ€™s liability and obligation end.

3. The Companyâ€™s liability and obligation is limited by and this Commitment is not valid without:

1. the Notice;
2. the Commitment to Issue Policy;
3. the Commitment Conditions;
4. Schedule A;
5. Schedule B, Part Iâ€™Requirements; and
6. Schedule B, Part IIâ€™Exceptions; and
7. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANYâ€™S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

1. The Companyâ€™s liability under Commitment Condition 4 is limited to the Proposed Insuredâ€™s actual expense incurred in the interval between the Companyâ€™s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insuredâ€™s good faith reliance to:
-

- i. comply with the Schedule B, Part Iâ€™Requirements;
 - ii. eliminate, with the Companyâ€™s written consent, any Schedule B, Part IIâ€™Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
2. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
3. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
4. The Companyâ€™s liability shall not exceed the lesser of the Proposed Insuredâ€™s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
5. The Company shall not be liable for the content of the Transaction Identification Data, if any.
6. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part Iâ€™Requirements have been met to the satisfaction of the Company.
7. In any event, the Companyâ€™s liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



President



Old Republic National Title
Insurance Company, a
Stock Company
400 Second Avenue South
Minneapolis, Minnesota
55401
(612)371-1111



Mark Bilbrey, President



Rande Yeager, Secretary

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

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Sandy Johnson

Title Officer

Land Title Guarantee Company
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Greenwood Village, CO 80111
Work: (303) 850-4126 x4126
Work Fax: (303) 393-4781
sandyjohnson@ltgc.com
www.ltgc.com



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

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template: commitment.html 08/2016

North Washington Street

Water and Sanitation

District

3172 E. 78th Avenue, Denver, CO 80229 303 / 288 – 6664

To Whom It May Concern:

Dear Sir/Madame:

The North Washington Street Water and Sanitation District (“District”) provides the following in response to your request for water and sanitary sewer service dated October 11th 2022 related to the property located at 7261 Washington Street (“Property”). The District can provide water and sewer service to the Property based on conditions set forth herein. The following are general requirements for water and sanitary sewer service. The District Rules and Regulations and the standards and requirements of Denver Water and Metro Wastewater Reclamation District must be complied with as an on-going condition of service.

The subject Property is understood to be entirely within the service and boundary area of the District based on your assertions. The District makes no representation or warranty in regard to the Property boundaries and applicant is responsible for verification of same. If the Property is outside of the District’s boundaries, applicant is responsible for undertaking and paying all costs to include the Property within the District’s boundaries. Treatment of sewage generated within the District is provided by the Metro Wastewater Reclamation District. Treatment and provision of water within the District is provided by Denver Water. Conditions for water and sanitary service from the District include meeting the requirements contained herein and payment of all fees and costs as provided in District’s Rules and Regulations along with those of Denver Water and Metro Wastewater Reclamation District. Timing of water and sanitary availability is subject to further coordinated by the Town and District.

Water and Sanitary availability are subject to review and acceptance of design documents from owner/developer of the Property, by the District. Appropriate right-of-way easements and agreements are required for all water and sanitary sewer extensions. Jurisdictional coordination, approvals, permitting, license agreements and easements are to be completed prior to acceptance of plans. All costs associated with collection and distribution system improvements required to serve the Property are the responsibility of the owner/developer including guarantee of improvements and warranty periods.

Receipt of service is also subject to all costs being paid by owner/developer for engineering, reviews, construction, observation, and inspections at the then current rate fee structure established by the District, including establishing an imprest account with the District as a deposit for such accounts. Please be aware that proper tap connection and development fees are required to be paid, at the most recent fee schedule, prior to connection to the District main.



Mike DeMattee,
District Manager

February 9, 2023

Colorado Division of Water Resources
Joanna Williams PE
Water Resources Engineer
1313 Sherman St./ Room 821
Denver, CO 80203

CC:

Ella Gleason, Planner 1
Adams County Community and Economic Development Department
Via email

RE: A Better Place Minor Subdivision and Conditional Use Applications

Dear Joanna Williams:

In regards to your concern that this property has a well and a commercial water tap served North Washington Water and Sanitation District. We purchased the property in 2018 and the water tap and service were installed. There is an old well water vault on the property, but the pump and any apparatus had been removed. We assumed that the well abandonment was a requirement of getting a service and we are happy to verify the well is abandoned in this process.

The subdivision plat is to bring the platted lot into compliance with current code. We are not actually subdividing the property, just bringing the current platted lot into compliance.

If we are approved for the conditional use permit to add a crematory on the property, we would be applying for a demolition permit and replacing the removed structure with a building of similar size. The water district and county would review that building permit application and perform an updated water demand analysis since that building would likely require a fire suppression system. However, the conditional use permit is for a concept plan and use approval, so the detailed water demand would not be available until the building is actually designed and ready for building permit application. This will likely be 2-3 years due to the equipment lead times, design, engineering, financing, and permitting requirements.

Call me with any further questions. If we need to execute some other document with the Colorado Water Resources for the abandoned well, please pass that document on to us and we will complete it for your records.

Call with any other questions or concerns,



Tony A. Connell

Representative for A Better Place Funeral and Cremation LLC/ ABP Investments LLC



MARCH TOWARDS SAVINGS WITH DISCOUNTED LEDS

Leave your old and inefficient light bulbs behind and swap them out for ENERGY STAR[®] certified LED Bulbs. Save up to \$3 on select ENERGY STAR LEDs with our discounts at participating stores.

Find participating stores at xcelenergy.com/LightingDeals and look for our stickers on the shelf.

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
JENNIFER J CASTILLO 7261 WASHINGTON ST DENVER CO 80229-6707	53-3582923-1	04/15/2022
	STATEMENT NUMBER	STATEMENT DATE
	773257553	03/29/2022
		AMOUNT DUE
		\$180.80

ELECTRICITY CHARGES

RATE: R Residential General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Demand Side Mgmt Cost	137 kWh	\$0.002130	\$0.29
Purch Cap Cost Adj	137 kWh	\$0.004140	\$0.57
Trans Elec Plan	137 kWh	\$0.000710	\$0.10
Renew. Energy Std Adj			\$0.21
Colo Energy Plan Adj			\$0.21
Energy Assistance Chg			\$0.41
Energy Assistance Chg			\$0.09
Total			\$22.32

SERVICE ADDRESS: 7261 WASHINGTON ST DENVER, CO 80229-6707
NEXT READ DATE: 04/26/22

NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: 301681920
INVOICE NUMBER: 0472111188

METER READING INFORMATION

METER S578797	Read Dates: 02/24/22 - 03/25/22 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	5038 Actual	4939 Actual	99 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	99 ccf	x 0.900485	89 therms

NATURAL GAS CHARGES

RATE: RG Residential

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$12.21
Usage Charge	89 therms	\$0.193940	\$17.26
Interstate Pipeline	89 therms	\$0.062300	\$5.54
Natural Gas 1 Qtr	89 therms	\$0.435800	\$38.79
DSMCA			\$1.35
RDS			\$3.40
GRSA-P			\$3.78
GRSA			\$0.49
Energy Assistance Chg			\$0.50
Total			\$83.32

Premises Total

\$180.80

03/29/2022

53-3582923-1

03/29/2022

53-3582923-1



DAILY AVERAGES	Last Year	This Year
Temperature	39° F	37° F
Electricity kWh	35.1	28.1
Electricity Cost	\$3.84	\$3.61

YOUR MONTHLY NATURAL GAS USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	39° F	38° F
Gas Therms	2.7	3.1
Gas Cost	\$1.78	\$2.07

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
JENNIFER J CASTILLO 7261 WASHINGTON ST DENVER CO 80229-6707	53-3582923-1	04/15/2022
	STATEMENT NUMBER	STATEMENT DATE
	773257553	03/28/2022
		AMOUNT DUE
		\$180.80

SERVICE ADDRESS: 7261 WASHINGTON ST DENVER, CO 80229-6707
NEXT READ DATE: 04/26/22

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 301681920
INVOICE NUMBER: 0957799217

METER READING INFORMATION			
METER 48843376			
Read Dates: 02/24/22 - 03/18/22 (22 Days)			
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	66913 Actual	65992 Actual	621 kWh

ELECTRICITY CHARGES

RATE: R Residential General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Winter Season	621 kWh	\$0.071360	\$44.31
Trans Cost Adj	621 kWh	\$0.002420	\$1.50
Elec Commodity Adj	621 kWh	\$0.037900	\$23.54
Demand Side Mgmt Cost	621 kWh	\$0.002130	\$1.32
Purch Cap Cost Adj	621 kWh	\$0.004140	\$2.57
Trans Elec Plan	621 kWh	\$0.000710	\$0.44
Renew. Energy Std Adj			\$0.74
Colo Energy Plan Adj			\$0.74
Total			\$75.16

METER READING INFORMATION			
METER 345370062			
Read Dates: 03/18/22 - 03/23/22 (5 Days)			
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Mid Pk Energy	21 Actual	0 Actual	21 kWh
Total Energy	137 Actual	0 Actual	137 kWh
On-Peak Energy	24 Actual	0 Actual	24 kWh
Off-Peak Energy	92 Actual	0 Actual	92 kWh

ELECTRICITY CHARGES

RATE: R Residential General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$5.14
Winter Season	137 kWh	\$0.071360	\$9.78
Trans Cost Adj	137 kWh	\$0.002420	\$0.33
Elec Commodity Adj	137 kWh	\$0.037900	\$5.19



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today!



There are two ways to contribute:

1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. CHECK THE RED BOX on the front-left side of this payment stub AND select a tax-deductible contribution below.

MONTHLY DONATION:

\$20 ___ \$10 ___ \$5 ___ Other _____



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
JENNIFER J CASTILLO 7261 WASHINGTON ST DENVER CO 80229-6707	53-3582923-1	04/15/2022
	STATEMENT NUMBER	STATEMENT DATE
	773257553	03/28/2022
		AMOUNT DUE
		\$180.80

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Call Mon - Fri 7 a.m.-7 p.m. or Sat 9 a.m.-5 p.m.
 Please Call: 1-800-895-4999
 Hearing Impaired: 1-800-895-4949
 Español: 1-800-687-8778
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 03/18	\$223.24
Payment Received	Online Payment 03/17	-\$223.24 CR
Balance Forward		\$0.00
Current Charges		\$180.80
Amount Due <i>(Cantidad a pagar)</i>		\$180.80



PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
301681920	7261 WASHINGTON ST		\$180.80
Total			\$180.80

INFORMATION ABOUT YOUR BILL

Now that you have a smart meter, your monthly electric bill will look different than it has in the past and will show your electric use during different segments of the day. Visit www.xcelenergy.com/SmartMeter to learn more. You can also sign up at xcelenergy.com/MyAccount to see your billing history and other helpful information.

Thank you for your payment.

RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

----- manifest line -----



JENNIFER J CASTILLO
7261 WASHINGTON ST
DENVER CO 80229-6707

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-3582923-1	04/15/2022	\$180.80	Automated Bank Payment

Your bill is paid through an automated bank payment plan.

APRIL						
S	M	T	W	T	F	S
	3	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
					1	2
					8	9
					15	16
					22	23
					29	30



XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477



31 53041522 35829231 0000001808000000018080

009697 1/3

1113443113

no inserts



2020

Account Balance and Detail

Date: 4/8/2022

Current balance due and account detail are shown below.

Note that payments received will not be reflected in the information below until the next business day.

Customer Number: 389801

Current Balance Due: \$3.65

Pay Now

Name on Account:

ABP INVESTMENTS LLC

Mailing Address:

1620 W 74TH WAY
DENVER, CO 80221-3401

Open Invoices:

Due Date	Invoice Date	Invoice Number	Pay Item	Parcel Number	Situs Address	Open Amount
3/31/2022	3/31/2022	431711	1		Finance Charge	\$3.65

For questions concerning billing call 720.523.6400, or send email to swq@adcogov.org.



Know what's below.
Call before you dig.



PIPELINE SAFETY IS YOUR RESPONSIBILITY

Xcel Energy's natural gas network helps provide our gas customers with reliable, safe and affordable energy. We are committed to customer safety through safe pipeline operation, monitoring and by following pipeline safety regulations.

Understand your responsibilities for pipelines on your property to help keep everyone safe.

Before you dig

Know what's below. Contact **811** before you dig — every time — to have all buried lines located beforehand. The natural gas piping you own will not be located as part of this process. Licensed plumbing or heating contractors can help with; locating, inspecting, maintenance, and repairing your pipe, if necessary.




Follow these important steps to dig safely:

- Call **811** or visit call811.com to request a locate and follow the instructions fully.
- Mark with white paint or chalk the area you intend to dig.
- The waiting time varies by state so plan accordingly. Do not dig until you're notified that all locates are complete and the wait time has ended.
- Do not use mechanized equipment to expose the buried line. Dig carefully using hand tools to expose the buried line while observing and preserving the marks.
- Call **811** for reverification if you lose the markings or have questions.

Customer-owned lines

Xcel Energy owns and maintains the natural gas piping from the street to our customers' gas meters, but property owners are responsible for maintaining any natural gas lines from the meter outlet to gas appliances and equipment. The customer-owned piping may be above or below ground. Buried gas lines may run from the meter to a detached garage, pool heater, or other locations. In some cases, the meter may be located at your property line or a distance away from your home or business. A licensed plumbing or heating contractor can locate your line(s).

WARNING SIGNS OF A GAS LINE LEAK: These may or may not all be present in every circumstance.

-  **Smell**
There may or may not be an odor like rotten eggs or sulfur.
-  **Sight**
There may or may not be dirt spraying in the air, continual bubbling in a pool of water, or dying/dead vegetation for no apparent reason.
-  **Sound**
There may or may not be a slight hissing to a loud roar.

Respond safely

If you suspect a gas leak **inside** your home or a building, quickly get everyone outside and safely away.

If it is **outside** on your property or someone else's, move a safe distance away and upwind of the odor.

Always follow this guidance:

- Do not use anything that can create a spark, as any spark can ignite gas. This includes matches and lighters; any phone, electric switches including garage door openers, appliances, or metal tools; or starting an engine.
- Warn others to stay away.
- Once safely away, call **911**, and then Xcel Energy at **800-895-2999**.

Pipeline markers

Gas transmission pipeline markers identify all transmission and some high-pressure distribution pipelines. However, never assume that the absence of a marker indicates the absence of a pipeline. While markers most typically follow a pipeline's general path, they never mark the pipeline's exact path, size, or depth.

The markers include the name of the company, its emergency contact phone number, the product in the pipeline, and a reminder that you must first contact **811** before digging. It is unlawful to remove a pipeline marker. Public maps for general location of pipelines are available at: www.npms.phmsa.dot.gov.

Visit xcelenergy.com/Safety for additional safety information.

039697 3/3

811

03/28/2022

53 3680902-1

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

A Better Place Funeral & Cremation, LLC

is a

Limited Liability Company

formed or registered on 08/20/2013 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20131476114 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/21/2022 that have been posted, and by documents delivered to this office electronically through 04/22/2022 @ 11:53:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/22/2022 @ 11:53:27 in accordance with applicable law. This certificate is assigned Confirmation Number 13966532 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

7261 Washington Street, Denver, CO 80229 – ABJ70587299

A PART OF THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4;

THENCE NORTH 00°21'04" EAST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 408.25 FEET;

THENCE NORTH 89°46'39" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°46'39" WEST, A DISTANCE OF 287.50 FEET;

THENCE NORTH 00°21'04" EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 93.75 FEET;

THENCE SOUTH 89°49'36" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 287.50 FEET TO A POINT ON A LINE 30.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4;

THENCE SOUTH 00°21'04" WEST ALONG A LINE PARALLEL WITH SAID EAST LINE A DISTANCE OF 93.75 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS BY WARRANTY DEED RECORDED APRIL 6, 2005 UNDER RECEPTION NO. 20050406000355270.



INVOICE

Land Title Guarantee Company
 5975 Greenwood Plaza Blvd Suite 125
 Greenwood Village, CO 80111
 303-270-0445

TONY A. CONNELL
 TONY A. CONNELL
 7785 HIGHLAND MEADOWS PARKWAY
 #100
 Fort Collins, CO 80528

<u>Reference</u>	
Your Reference Number:	TBD Commitment - 70767279
Our Order Number:	CC-227494
Our Customer Number:	88328.1
Invoice Requested by:	TONY A. CONNELL
Invoice (Process) Date:	April 08, 2022
Transaction Invoiced By:	Web Services
Email Address:	system@ltgc.com

Invoice Number: CC-227494

Date: April 08, 2022

Order Number: 70767279

Property Address: 7261 WASHINGTON ST DENVER 80229

Parties: A Buyer To Be Determined

Invoice Charges		
Service:	TBD Commitment	\$423.00
Ref:	70767279	
Addr:	7261 WASHINGTON ST	
Party:	ABP INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY	
		\$27.00
Service:	Tax Certificate	
Ref:		
Addr:		
Party:		
		\$450.00
Total Amount Invoiced:		\$0.00
Less Payment(s):		\$450.00
Balance Due:		

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
 Please reference **Invoice Number CC-227494** on your Payment



**Land Title Guarantee Company
Customer Distribution**



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

Order Number: **ABJ70767279**

Date: **04/08/2022**

Property Address: **7261 WASHINGTON ST, DENVER, CO 80229**

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

For Closing Assistance

For Title Assistance

Mary Clarke Gentry
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4198 (Work)
mclarke@ltgc.com

Seller/Owner

A BETTER PLACE FUNERAL AND CREMATION LLC
Attention: JENNIFER CASTILLO
7261 WASHINGTON ST
DENVER, CO 80229
(303) 657-5989 (Work)
mortuarybabydoll@gmail.com
Delivered via: Electronic Mail

BRIAN KELLY

btksurvey@comcast.net
Delivered via: Electronic Mail

Seller/Owner

ABP INVESTMENTS, LLC
Attention: TONY A. CONNELL
7785 HIGHLAND MEADOWS PKY #100
FORT COLLINS, CO 80528
(303) 223-3151 (Work)
tconnell@connellresources.com
Delivered via: Electronic Mail

VECTRA BANK

Attention: GINA CORRIERI
Gina.Corrieri@vectrabank.com
Delivered via: Electronic Mail

Attorney for Seller

BROWNSTEIN HYATT FARBER SCHRECK
Attention: CAROLYNNE C. WHITE
410 SEVENTEENTH ST, SUITE 2200
DENVER, CO 80202
(303) 223-1197 (Work)
CWhite@BHFS.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABJ70767279**

Date: **04/08/2022**

Property Address: **7261 WASHINGTON ST, DENVER, CO 80229**

Parties: **A BUYER TO BE DETERMINED**

**ABP INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY
COMPANY**

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

Estimate of Title insurance Fees	
"TBD" Commitment	\$423.00
Tax Certificate	\$27.00
	Total \$450.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Adams county recorded 08/20/2018 under reception no. 2018000067503](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABJ70767279

Property Address:

7261 WASHINGTON ST, DENVER, CO 80229

1. Effective Date:

04/01/2022 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

ABP INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Commitment is described as follows:

A PART OF THE SOUTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4;

THENCE NORTH 00°21'04" EAST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 408.25 FEET;
THENCE NORTH 89°46'39" WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°46'39" WEST, A DISTANCE OF 287.50 FEET;
THENCE NORTH 00°21'04" EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 93.75 FEET;
THENCE SOUTH 89°49'36" EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4, A DISTANCE OF 287.50 FEET TO A POINT ON A LINE 30.00 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 SOUTHEAST 1/4;
THENCE SOUTH 00°21'04" WEST ALONG A LINE PARALLEL WITH SAID EAST LINE A DISTANCE OF 93.75 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS BY WARRANTY DEED RECORDED APRIL 6, 2005 UNDER RECEPTION NO. [20050406000355270](#).

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABJ70767279

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST AND FIXTURE FILING DATED AUGUST 20, 2018 FROM ABP INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF ZB, N.A., DBA VECTRA BANK COLORADO TO SECURE THE SUM OF \$375,000.00 RECORDED AUGUST 20, 2018, UNDER RECEPTION NO. [2018000067505](#).
2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR ABP INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED AUGUST 20, 2018 UNDER RECEPTION NO. [2018000067504](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JENNIFER CASTILLO AND TONY A. CONNELL AS THE MANAGERS AND MEMBERS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. WARRANTY DEED FROM ABP INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: THE OPERATING AGREEMENT FOR ABP INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES JENNIFER J. CASTILLO AND TONY A. CONNELL AS THE MANAGERS AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

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

Order Number: ABJ70767279

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES., IF ANY.**
- 9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION RECORDED NOVEMBER 14, 2003 UNDER RECEPTION NO. [C1239078](#).**
- 10. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED JULY 11, 2018 PREPARED BY 39 NORTH ENGINEERING AND SURVEYING LLC, JOB #0100584**

SAID DOCUMENT STORED AS OUR IMAGE [10242122](#)

A) FENCES ARE NOT COINCIDENT WITH THE PROPERTY LINES.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

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



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

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

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



Craig B. Rants, Senior Vice President



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

By  *C. Monroe* President

Attest  *David Wold* Secretary

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

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Adams County A Better Place

Traffic Memorandum

APRIL 2022 | VERSION 1

Prepared By:

Kimley»Horn

4582 South Ulster Street, Suite 1500

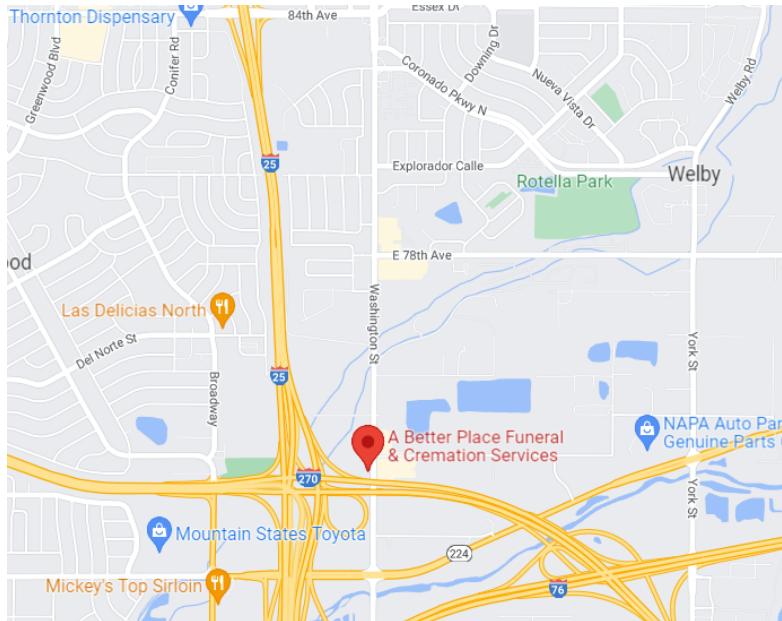
Denver, CO 80237



Kyle Watson
Registered Professional Engineer
State of Colorado No. 55720

DESCRIPTION OF SITE

The proposed A Better Place Crematory Project is located in Adams County, Colorado along Washington Street and north east of I-25 and I-76 intersection. The project address is 7261 Washington Street (Parcel # 0171934400017) and is zoned C-3. A vicinity map is provided below.



 SITE LOCATION MAP

TRAFFIC MRMORANDUM SITE DATA

The existing site consists of 2,718 SF of funeral/mortuary services. The proposed site will remove an existing 738 SF building and add a 1,500 SF crematory for a combined total of 3,480 SF of buildings (only a 760 SF total building addition). Site generated traffic estimates are determined through a process of trip generation and the source of this information is the Institute of Transportation Engineers (ITE). A crematory is not a listed use in the ITE and therefore we will rely on the actual site operations for anticipated trips.

The crematory will reduce overall trips to the adjacent roadway as the current process is to transport the deceased from the property to an off-site crematory and then back on-site for funeral services. Once this proposed crematory is installed on-site that process will not be needed and both the cremation and funeral services can occur on-site. The Crematory building will be a supplemental use to the existing services that are already occurring and not a new function.

CONCLUSIONS

The proposed slightly increase in building SF for the addition of the on-site crematory is not anticipated to have a negative effect on the adjacent roadway trip generation.

I support the proposal A Better Place is wanting to execute. They are a very respectful & affordable funeral home. We have dealt with other funeral homes & will never again as, A Better Place, is the best to deal with. For them to add the addition wouldn't just be a benefit to their customers, us as business neighbors have absolutely no concern. They will be as thorough & respectful as they are to clients

- Sarah Pinson - Renegade Classics - 625 E 70th
ave, Denver