

## CONDITIONAL USE PERMIT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pgs. 3-4) included in this packet for more information on each submittal item.

All applications shall be submitted electronically to [epermitcenter@adcogov.org](mailto:epermitcenter@adcogov.org). If the submittal is too large to email as an attachment, the application may be sent as an unlocked OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF. Once a complete application has been received, fees will be invoiced and payable online at <https://permits.adcogov.org/CitizenAccess/>.

- 1. Development Application Form (pg. 5)
- 2. Application Fees (see pg. 2)
- 3. Written Explanation of the Project
- 4. Site Plan Showing Proposed Development
- 5. Proof of Ownership (warranty deed or title policy)
- 6. Proof of Water and Sewer Services - *Tri County for separate*
- 7. Proof of Utilities (e.g. electric, gas) - *CDP decision of water Resources Bill*
- 8. Legal Description
- 9. Certificate of Taxes Paid - *Mortgage Company*
- 10. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 7) - *Mortgage Statement*
- 11. Certificate of Surface Development (pg. 8-10) - *N/A Per Lia*

Supplemental Items (if applicable) \*Contact County staff for supplemental forms

- 1. Traffic Impact Study
- 2. Neighborhood Meeting Summary
- 3. Solid waste transfer station\*
- 4. Solid waste composting facility\*
- 5. Scrap tire recycling facility\*
- 6. Inert fill\*

Application Fees	Amount	Due
Conditional Use Permit	\$1,000 (\$300 per additional residential request/ \$500 per additional non-residential)	After complete application received
Tri-County Health	\$360 (TCHD Level 3)	After complete application received

# Conditional Use-Guide to Development Application Submittal

The submittal documents for all Land Use/Development Applications are listed below. Detailed explanations of the submittal documents are also provided.

All development application submittals shall comprise of one (1) electronic copy (emailed or delivered on a USB). **Application submittals that do not conform to these guidelines shall not be accepted.**

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### 3. Written Explanation:

- A clear and concise, yet thorough, description of the proposal. Please include, if applicable, timeframe, purpose of project, and improvements that will be made to the site.

### 4. Site Plan:

- A detailed drawing of existing and proposed improvements.
- Including:
  - Streets, roads, and intersections
  - Driveways, access points, and parking areas
  - Existing and proposed structures, wells, and septic systems,
  - Easements, utility lines, and no build or hazardous areas
  - Scale, north arrow, and date of preparation
- An Improvement Location Certificate or Survey may be required during the official review

### 5. Proof of Ownership:

- A deed may be found in the Office of the Clerk and Recorder.
- A title commitment is prepared by a professional title company.

### 6. Proof of Water:

- A written statement from the appropriate water district indicating that they will provide service to the property **OR** a copy of a current bill from the service provider.
- Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587.

### Proof of Sewer:

- A written statement from the appropriate sanitation district indicating that they will provide service to the property **OR** a copy of a current bill from the service provider.
- A written statement from Tri-County Health indicating the viability of obtaining Onsite Wastewater Treatment Systems.

### 7. Proof of Utilities (Gas, Electric, etc):

- A written statement from the appropriate utility provider indicating that they will provide service to the property.
- Copy of a current bill from the service provider.

### 8. Legal Description:

- Geographical description used to locate and identify a property.
- Visit <http://gisapp.adcogov.org/quicksearch/> to find the legal description for your property.

### 9. Proof of Taxes Paid:

- All taxes on the subject property must be paid in full. Please contact the Adams County Treasurer's Office.
- Or <http://adcogov.org/index.aspx?NID=812>

### 10. Certificate of Notice to Mineral Estate Owners/ Certificate of Surface Development:

- The State of Colorado requires notification to mineral rights owners of applications for surface development (i.e. zoning, plats, etc.)
- Mineral or Surface right owners may be found in the title commitment for the subject property

- You may also search the Office of the Clerk and Recorder for any recorded deeds, easements, or other documents

**SUPPLEMENTAL:**

**1. Preliminary Traffic Impact Study:**

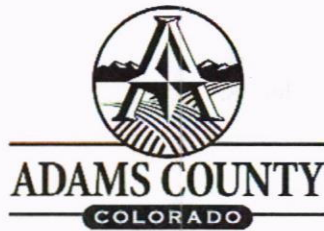
- This shall include, but not limited to:
  - Trip generation estimates from the development,
  - Current traffic counts,
  - Projected future traffic counts to include background traffic projections and future traffic projections from the development.
  - A description of the traffic impacts that the development will have on the surrounding area.

**Final Traffic Study:**

- Shall have all of the information contained in a Preliminary Traffic Impact Study and it shall also include recommendations on how to mitigate the traffic impacts that are caused by the development. (See chapter 8 for full description of requirements).

**2. Neighborhood Meeting Summary:**

- Please refer to Section 2-01-02 of the Adams County Development Standards and Regulations for the specific requirements regarding time, location, and notice
- A written summary shall be prepared including the materials submittal presented at the meeting, any issues identified at the meeting, and how those issues have been addressed



### 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 checked="" type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: <i>Parking of dump Trucks</i>

PROJECT NAME:

#### APPLICANT

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

#### OWNER

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

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

Name:  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

**DESCRIPTION OF SITE**

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#:

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

Name:  Date:

Owner's Printed Name

Name:   
Owner's Signature

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Ernest and Bernadette Ramirez  
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:  
Physical Address: 38383 E 145th Ave Keenesburg CO 80643  
Legal Description: \_\_\_\_\_  
Parcel #(s): \_\_\_\_\_

(PLEASE CHECK ONE):

\_\_\_\_\_ On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;  
or  
\_\_\_\_\_ I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: \_\_\_\_\_ Applicant: \_\_\_\_\_

By:  
Print Name: Ernest + Bernadette Ramirez  
Address: 38383 E 145th Ave  
Keenesburg CO 80643

STATE OF COLORADO )  
  )  
COUNTY OF ADAMS )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public

*After Recording Return To:* \_\_\_\_\_ *Name and Address of Person Preparing Legal Description:*

**A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.**

APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT,  
PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

I/We, Ernest and Bernadette Ramirez  
\_\_\_\_\_, (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:  
Physical Address: 38383 E 145th Ave Keenesburg CO 80643  
Legal Description: \_\_\_\_\_  
Parcel #(s): \_\_\_\_\_

With respect to qualifying surface developments, that (PLEASE CHECK ONE):

\_\_\_\_\_ No mineral estate owner has entered an appearance or filed an objection to the proposed application for development within thirty days after the initial public hearing on the application; or

\_\_\_\_\_ The Applicant and any mineral estate owners who have filed an objection to the proposed application for development or have otherwise filed an entry of appearance in the initial public hearing regarding such application no later than thirty days following the initial public hearing on the application have executed a surface use agreement related to the property included in the application for development, the provisions of which have been incorporated into the application for development or are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located so as to provide notice to transferees of the Applicant, who shall be bound by such surface use agreements; or

\_\_\_\_\_ The application for development provides:  
(i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;  
(ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and  
(iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: \_\_\_\_\_ Applicant: \_\_\_\_\_

After Recording Return To:

By: Ernest & Bernadette Ramirez  
Print Name: 38383 E 145th Ave  
Address: Keenesburg CO 80643

STATE OF COLORADO )  
 )  
COUNTY OF ADAMS )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public

*Name and Address of Person Preparing Legal Description:*

**A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department within thirty days after the initial public hearing on all applicable land use applications.**



APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT.  
PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

I, Ernest Ramirez (the "Applicant") by signing below, hereby declare and certify as follows concerning the property located at:

**Physical Address:**

Legal Description: 38383 E 145<sup>th</sup> Ave Keenesburg CO 80643

Parcel # (s): \_\_\_\_\_

With respect to qualifying surface developments:

Access to existing and proposed mineral operations, surface facilities, flowlines, and pipelines in support of such existing and proposed operations for oil and gas exploration and production, including provisions for public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements, were provided for in a " \_\_\_\_\_ " area as recorded in Reception # \_\_\_\_\_ on \_\_\_\_\_.

Date: \_\_\_\_\_ Applicant: Ernest Ramirez  
By: 38383 E 145<sup>th</sup> Ave  
Keenesburg CO 80643  
Address: \_\_\_\_\_

STATE OF COLORADO )  
 )  
COUNTY OF ADAMS )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_  
Notary Public

*After Recording Return To:* \_\_\_\_\_ *Name and Address of Person Preparing Legal Description:*

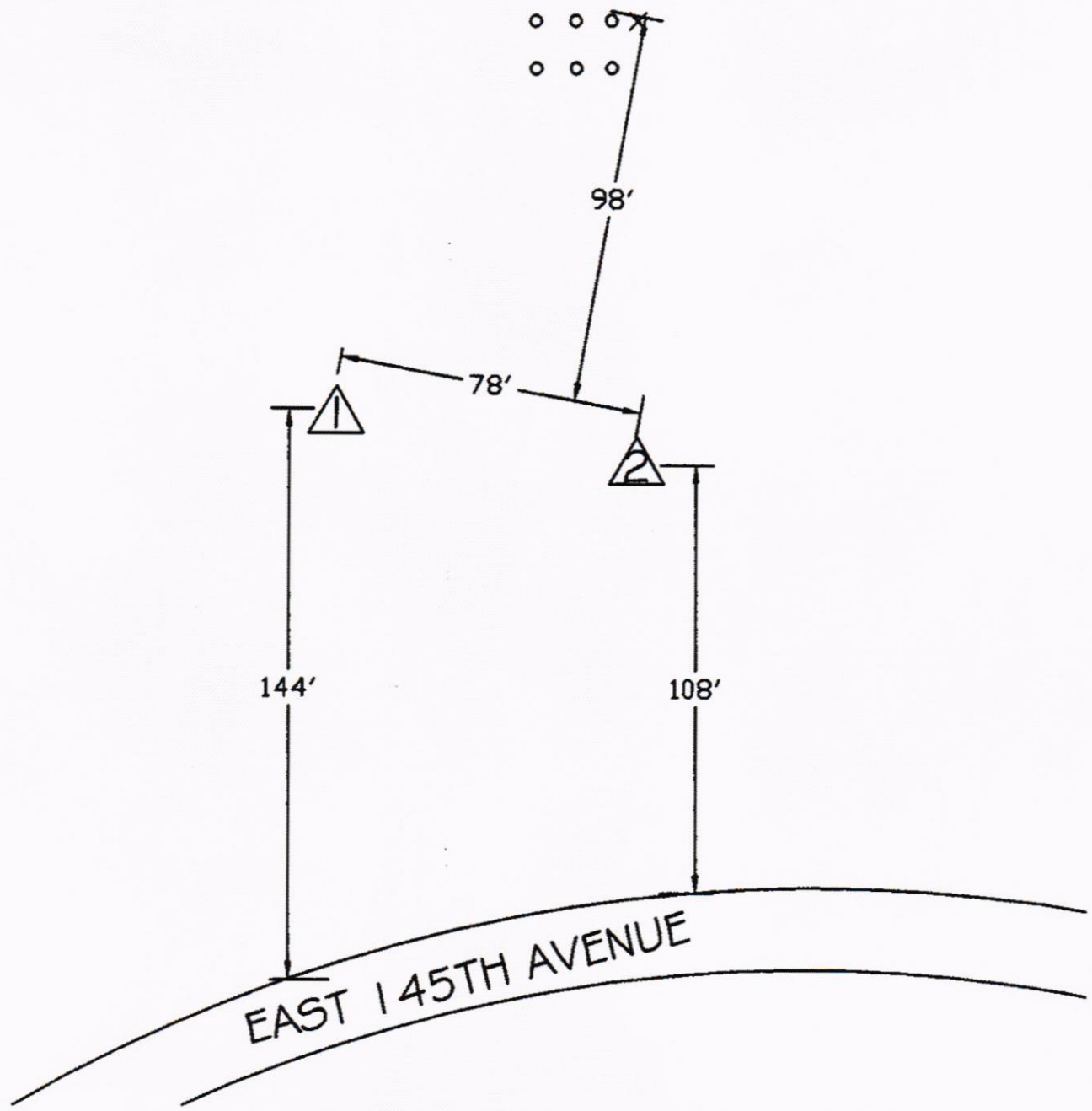
**A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.**

We have ~~5~~ 6 dump trucks. ~~They~~ They have been parked on our property for 4 years now. Recently ~~they have~~, there have supposedly been complaints, which I do not understand when many of the neighbors ask for material. ~~in the~~ Also in the same neighborhood others have dump trucks on their property and have not received a notice. Three of the trucks run daily by us who live at this residence. This is what we do for a living. Now we are told we need to get a conditional use permit or an Addmenment I am trying to figure out ~~the~~ which one we need.



# SITE MAP

38383 EAST 145TH AVENUE  
CAVANAUGH HILLS, PHASE II  
ADAMS COUNTY, CO



## LEGEND

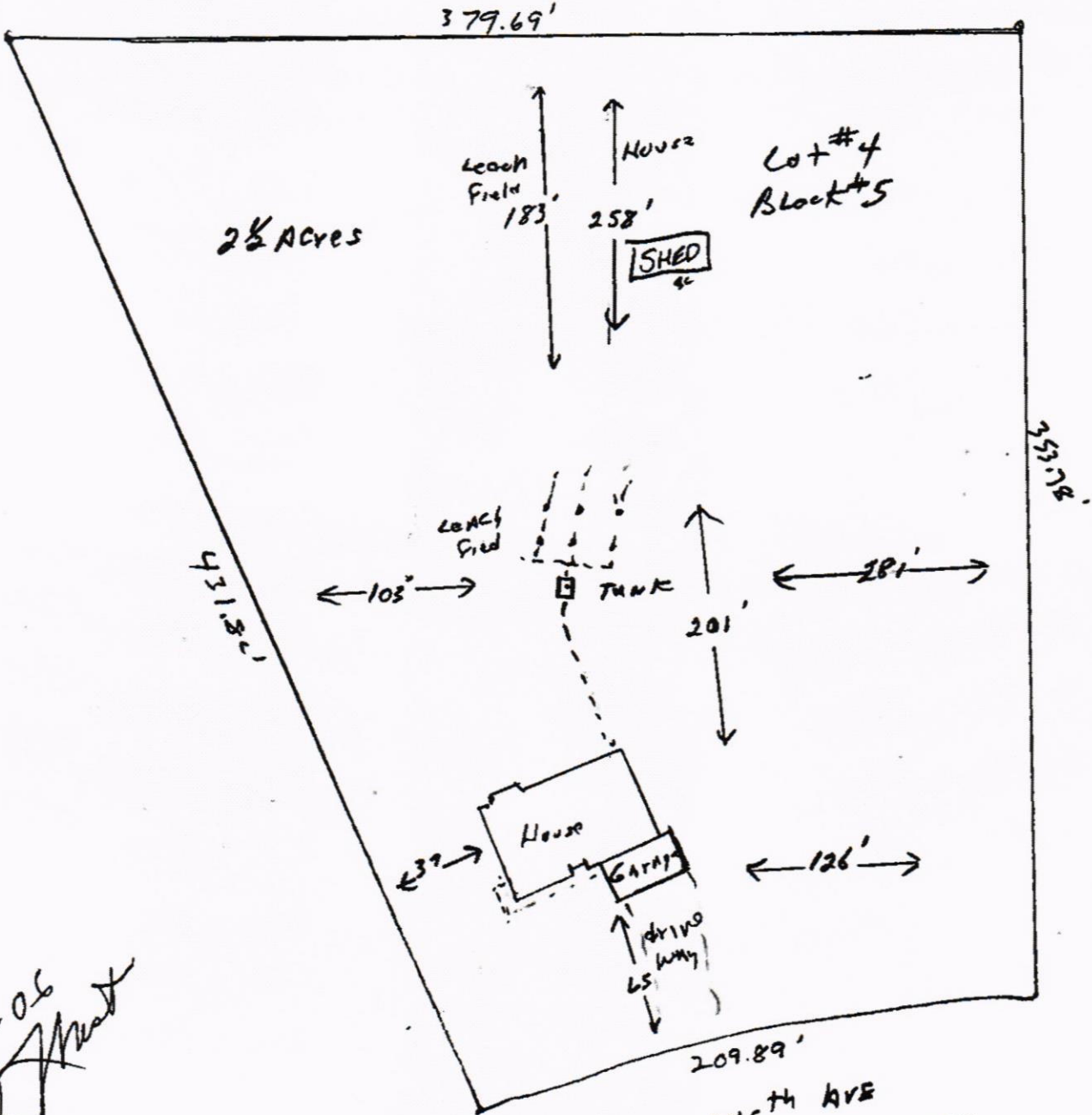
- - Percolation Test Hole
- X - Percolation Profile Hole
- △ - Soil Profile Hole
- XX - Fence

All locations shown above are based on specific information furnished by others or estimates made in the field by High Plains Engineering & Design personnel. The locations, distances, directions, etc. are not the result of a property survey but are approximations and are not warranted to be exact. It is the owner/builder's responsibility to define property boundaries and ensure all onsite improvements are located within the platted site and out of inappropriate easements. All distances are to be verified prior to excavation.

B. - Most Const, Inc  
P.O. Box 789  
Broomfield, Co 80020

North ↑

# Plot Plan



7-20-06  
William A. Most

38383 E. 145th AVE  
Cavanaugh Hills Phase II  
Lot #4 Block #5

## Directions to Property

Take - 152<sup>nd</sup> From "I" 76 Stay

on 152<sup>nd</sup> it will turn south to

144<sup>th</sup> Go EAST 2½ miles to

145<sup>th</sup> Ave take Left to 38383

After Recording Return To:

X OWNIT MORTGAGE SOLUTIONS, INC.  
27349 AGOURA ROAD, SUITE 100  
AGOURA HILLS, CALIFORNIA 91301

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN: 100224640001081919

FAITC  
H0143189

16  
9  
2  
M

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated NOVEMBER 22, 2006, together with all Riders to this document.
- (B) "Borrower" is ~~ERNEST~~ ERNEST RAMIREZ AND BERNADETTE RAMIREZ

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is OWNIT MORTGAGE SOLUTIONS, INC.

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA  
Lender's address is 27349 AGOURA ROAD, SUITE 100, AGOURA HILLS, CALIFORNIA 91301

(D) "Trustee" is the Public Trustee of ADAMS County, Colorado.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated NOVEMBER 22, 2006. The Note states that Borrower owes Lender THREE HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED AND 00/100 Dollars (U.S. \$ 366,300.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1, 2036.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify] ADJUSTABLE RATE BALLOON RIDER

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

E. R. BR



(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of ADAMS  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 4, BLOCK 5, CAVANAUGH HILLS, COUNTY OF ADAMS, STATE OF COLORADO.  
A.P.N.: 156515303004

which currently has the address of 38383 E 145TH AVE

KEENSBURG BR  
BROOMFIELD E.R BR, Colorado 80038 ("Property Address")  
[City] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other

instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA,

*E.R. BR*





Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid

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under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and

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Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest

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of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of



this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under

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Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
ERNEST RAMIREZ (Seal)  
-Borrower  
E.R.

  
\_\_\_\_\_  
BERNADETTE RAMIREZ (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_







**ORIGINAL PERMIT APPLICANT(S)**

UTE SOUTH LLC

**APPROVED WELL LOCATION**

Water Division: 1      Water District: 1  
 Designated Basin:      LOST CREEK  
 Management District: LOST CREEK  
 County:                  ADAMS  
 Parcel Name:            N/A  
 Physical Address:      N/A

NE 1/4 SW 1/4 Section 15 Township 1.0 S Range 64.0 W Sixth P.M.

**UTM COORDINATES (Meters, Zone: 13, NAD83)**

Easting: 539246.9      Northing: 4423563.2

**ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT**  
**CONDITIONS OF APPROVAL**

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-107(7) and the Findings and Order of the Colorado Ground Water Commission dated December 30, 2003, for Determination of Water Right No. 408-BD.
- 4) The pumping rate of this well shall not exceed 100 GPM.
- 5) The annual withdrawal of ground water from this well shall not exceed 105 acre-feet, subject to the total annual withdrawal limitations and conditions in paragraph(s) 18, 19, 23.e of the above described Order of the Commission.
- 6) The use of ground water from this well is limited to residential use including irrigation, livestock watering and domestic uses. The place of use shall be limited to the 558 acre land area claimed in the above described Order of the Commission.
- 7) Production is limited to the Laramie-Fox Hills aquifer which is located 1145 feet below land surface and extends to a depth of 1405 feet. Plain casing must be installed and grouted to prevent the withdrawal of ground water from other aquifers and the movement of ground water between aquifers. Since the depth to the top of the aquifer is approximate, to ensure the exclusion of poor quality water from zones immediately above the aquifer, plain casing and grout shall extend through the lowermost coal and/or carbonaceous shale that overlies the Laramie sand portion of the aquifer.
- 8) The owner shall mark the well (designated Cavanaugh Hills #1) in a conspicuous place with the well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 9) This well shall be constructed within 200 feet of the location specified on this permit. This well shall not be located within 600 feet of another large-capacity well completed in the Laramie-Fox Hills aquifer.
- 10) The entire length of the hole shall be geophysically logged as required by Rule 9 of the Statewide Nontributary Ground Water Rules prior to installing casing.
- 11) A totalizing flow meter or Commission approved measuring device must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Lost Creek Ground Water Management District and the Ground Water Commission upon request.
- 12) No more than 98% of the ground water withdrawn annually shall be consumed. The Commission may require well owners to demonstrate periodically that no more than 98% of the water withdrawn is being consumed.

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.

NOTE: This well is located within a Ground Water Management District where local District Rules may apply to the withdrawal of designated ground water currently authorized under this permit.



WELL PERMIT NUMBER 61238-F

RECEIPT NUMBER 0523804

See Original Permit

Date Issued: 6/21/2004

Issued By \_\_\_\_\_

Expiration Date: 6/21/2005

**PERMIT HISTORY**

01-19-2021 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO SANDRA DIAZ  
02-14-2005 CHANGE IN OWNER NAME/MAILING ADDRESS

Form No.  
GWS-25

**OFFICE OF THE STATE ENGINEER**  
**COLORADO DIVISION OF WATER RESOURCES**  
818 Centennial Bldg., 1313 Sherman St., Denver, Colorado 80203  
(303) 866-3581

**WELL PERMIT NUMBER** 61650 -F  
DIV. 8    WD 1    DES. BASIN 5    MD 9

APPLICANT

UTE SOUTH LLC  
%FINLEY & CO  
12000 N WASHINGTON STE 100  
THORNTON, CO 80241-

(303) 451-6270

APPROVED WELL LOCATION

ADAMS COUNTY  
NE 1/4 SW 1/4 Section 15  
Township 1 S Range 64 W Sixth P.M.

DISTANCES FROM SECTION LINES

3450 Ft. from North    Section Line  
1680 Ft. from West    Section Line

UTM COORDINATES

Northing:                      Easting:

**PERMIT TO CONSTRUCT A WELL**

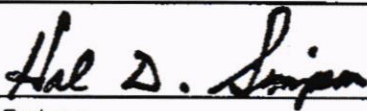
CONDITIONS OF APPROVAL

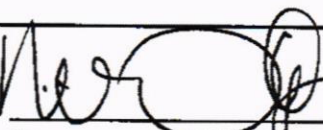
- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-107(7) and the Findings and Order of the Colorado Ground Water Commission dated December 30, 2003, for Determination of Water Right No. 410-BD.
- 4) The pumping rate of this well shall not exceed 100 GPM.
- 5) The annual withdrawal of ground water from this well shall not exceed 90.1 acre-feet, subject to the total annual withdrawal limitations and conditions in paragraph(s) 18, 19 and 23.e of the above described Order of the Commission.
- 6) The use of ground water from this well is limited to residential uses including irrigation, domestic and livestock watering. The place of use shall be limited to the 558 acre land area claimed in the above described Order of the Commission.
- 7) This well must be constructed to withdraw water from only the Upper Arapahoe aquifer. The top of the Upper Arapahoe aquifer is located approximately 270 feet below the ground surface. The bottom of the Upper Arapahoe aquifer is located approximately 390 feet below the ground surface. Plain casing must be installed and grouted to prevent the diversion of water from other aquifers and the movement of water between aquifers.
- 8) The owner shall mark the well in a conspicuous place with the well permit number and name of aquifer as appropriate, and shall take necessary means and precautions to preserve these markings.
- 9) This well shall be constructed within 200 feet of the location specified on this permit. This well shall not be located within 600 feet of another large-capacity well completed in the Upper Arapahoe aquifer.
- 10) A totalizing flow meter or Commission approved measuring device must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (collected at least annually) and submitted to the Lost Creek Ground Water Management District and the Ground Water Commission upon request.
- 11) At least four percent (4%) of the amount of water withdrawn annually must be returned to the uppermost aquifer in the vicinity of the well.

NOTE: The ability of this well to withdraw its authorized amount of water from this non-renewable aquifer may be less than the 100 years upon which the amount of water in the aquifer is allocated, due to anticipated water level declines.

NOTE: This well is located within a Ground Water Management District where local District Rules may apply to the withdrawal of designated ground water currently authorized under this permit.

APPROVED  
RAC

  
State Engineer

  
By

Receipt No. 0527947

DATE ISSUED    09-10-2004

EXPIRATION DATE    09-10-2005



**Tri-County Health Department**  
Serving Adams, Arapahoe and Douglas Counties

**CERTIFICATION OF AN ONSITE WASTEWATER SYSTEM**

This certifies that the Onsite Wastewater System installed at

Property Location: 38383 E 145th Avenue  
Keenesburg, CO

Legal Description: Lot/Block: Lot 4 Block  
Subdivision Cavanaugh Hills Phase II County: Adams

**SUMMARY OF INFORMATION**

The permit number for the system is: 20058010

The soils and percolation test was performed by: HIGH PLAINS ENGINEERING

The design engineer for the system was: NO DESIGN ENGINEER USED

The system was installed by: EXCEL EXCAVATING

The system consists of:

125 Chambers  
1500 gallon Treatment tank

The system is sized for 5 bedrooms

If additional bedrooms are added, an expansion may be necessary.

**Maintenance Requirements:**

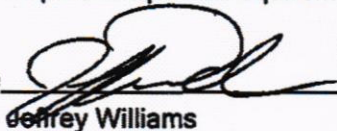
The septic tank must be pumped and inspected every 4 years.

If the septic or dosing tank is equipped with an effluent filter, the filter must be cleaned annually.

If the system has alternating beds or is a drip irrigation system, beds or zones must be rotated annually.

Additional maintenance requirements may apply. Refer to the operations manual or the engineer's report for specific requirements.

Signature

  
Jeffrey Williams

Date:

9/28/06

Thursday, September 28, 2006

Page 1 of 1



Tri-County Health Department

Onsite System As-Built Drawing

Property Address

38383

38303 E 145<sup>th</sup> Ave

Permit #

2005 8010

System Completion Date

9/19/06

Installer Name

Excel Excavating Inc

Installer License #

6000-2390

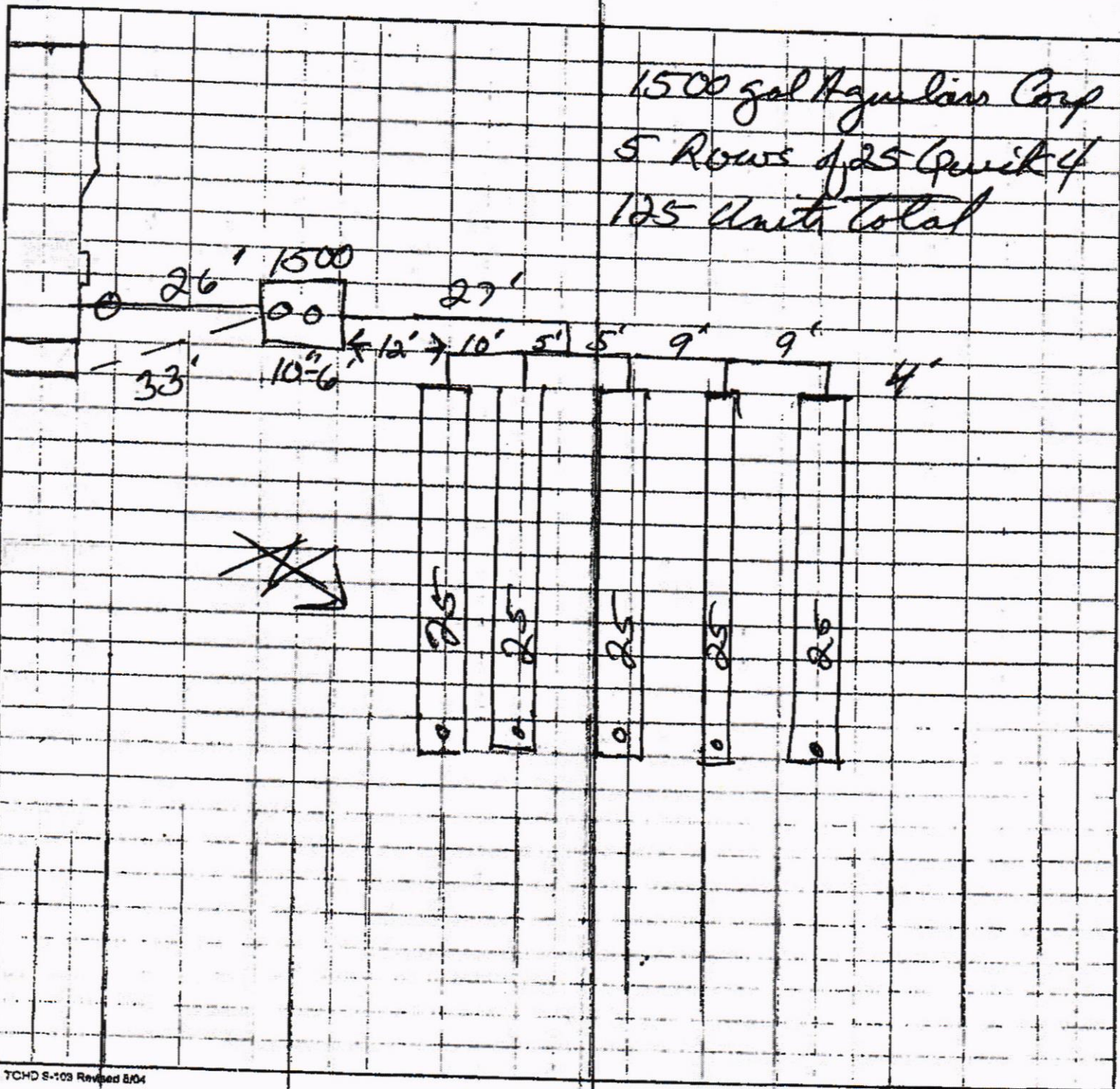
Installer Address

Ft. Lupton, Co

Installer Phone

303-434-7129

1500 gal Aquarius Corp  
5 Rows of 25 Quik 4  
125 Units Total





Permit Number: 20058010

**Tri-County Health Department**  
Serving Adams, Arapahoe and Douglas Counties

**Non Refundable Permit to Construct**  
**An Onsite Wastewater System**  
Tri-County Health Department  
7000 East Belleview Avenue #301  
Greenwood Village, CO 80111

Owner: Bill Most Const Inc

Property Location: 38383 E 145th Avenue

Legal Description:

Lot/Block: Lot 4 Block

County: Adams

Old Reference: 0

System Requirements: 1500 Gallon Tank

Design Requirements:	Trench System:	Bed System:
Minimum Disposal Area (in s.f.)	2175	2800
Number of Standard Chambers (except as noted below)	80	95
Number of Chambers EQ36	90	135
Number of Chambers "Quick 4"	125	160
Number of Chambers "Quick 4 EQ 36"	185	265
Max Depth of Disposal Area (Bed or Trench) 36	Inches	
Min Depth of Disposal Area (Bed or Trench) 22	Inches	

**Special Conditions**

Maintain all setbacks and install field over perc holes. Beds over 2,000 square feet must be split into two equally sized beds.

A Permit to **Construct** shall expire **One Year**

from the date of issuance unless extended to a fixed date upon request by the Applicant and approved by the Tri-County Health Department.

This Permit Expires: 07/24/2007

Issued By: Steve Chevalier

EHS

Reviewed by:

Tri-County Health Department on:

7-24-06

(Date)

**OWNER MUST MAKE SURE THAT HIS/HER ENTIRE WASTE DISPOSAL SYSTEM REMAINS OPEN FOR INSPECTION UNTIL IT HAS RECEIVED APPROVAL BY TRI-COUNTY HEALTH DEPARTMENT. TRI-COUNTY HEALTH DEPARTMENT CANNOT ASSUME RESPONSIBILITY IN CASE OF FAILURE OR INADEQUACY OF A WASTE DISPOSAL SYSTEM BEYOND CONSULTING IN GOOD FAITH WITH THE PROPERTY OWNER.**

Fee Paid: \$985.00 Check Number: 7033

Received By: Donna Prince

07/20/2006

Owner

Building Department

Installer



PERMIT # 20058010

### TRI-COUNTY HEALTH DEPARTMENT

Serving Adams, Arapahoe and Douglas Counties

APPLICATION TO  
INSTALL(255) REPAIR(256) EXPAND(256)  
20058010 \$525 \$525  
AN ONSITE WASTEWATER SYSTEM

ADDRESS OF PROPERTY SERVED BY PROPOSED SYSTEM:

38383 East 145<sup>th</sup> Ave Keenesburg  
Street Address City  
80643 Adams  
Zip Code County

Parcel      1/4 Sec      1/4 Sec      Section      Township      Range      Lot 4 Block     

Legal Description (if no street address)

CARNAUGH HILLS Phase II

Subdivision Name

Filing (if applicable)

If GPS Information Available/Obtained: Longitude      Latitude      Elevation     

Property Owner:	
Name	<u>Bill Mast Const Inc</u>
Address	<u>14724 Mariposa Ct</u>
City, State	<u>Broomfield Co</u>
Zip	<u>80020</u>
Phone	<u>303-435-1903</u>

Applicant:	
Name	<u>JRM</u>
Address	<u>    </u>
City, State	<u>    </u>
Zip	<u>    </u>
Phone	<u>    </u>

Systems Contractor: Excel High Plains Engineering TCHD Use Only: License #       
 Soils/Percolation Test Engineer High Plains Job #       
 TCHD Use Only: FSE #       
 Design Engineer (if applicable) Job #       
 TCHD Use Only: FSE #     

Is this to be an Engineered System?  Yes  No

Is lot marked?  Yes  No

Are percolation holes staked?  Yes  No

Lot Size: 2 1/2 Acres

PROPOSED FACILITY:

Single Family  (SF)  Multi-Family (MF)  Commercial (CM)  Other (OT)     

WATER SUPPLY:

On Site:  Yes  No Community Water  Yes  No If Yes, Supplier Community

Continued on back

**Adams County Health Department  
Percolation Test and Soils Data Form**

7/18/2006



**HIGH PLAINS ENGINEERING & DESIGN, LLC**

735 DENVER AVENUE, FORT LUPTON, CO 80621 • PHONE: (303) 857-9280 • FAX: (303) 857-9238

<b>FILE NO.</b> 06-1123	
<b>Property Address</b> 38383 EAST 145TH AVENUE	
<b>Legal Description</b> Lot 4, Block 5 (Finley Lot 49) Cavanaugh Hills Phase II, Adams County, Co	
<b>Property Owner Info</b>	
<b>Name</b>	BILL MOST CONSTRUCTION, INC.
<b>Street</b>	P.O. BOX 789
<b>City, State, Zip</b>	BROOMFIELD, CO 80038
<b>Phone</b>	303-435-1903, 303-280-0704 FAX
<b>Saturation and Swelling</b>	
<b>Smeared Surfaces Removed:</b> YES	<b>Groundwater Encountered at</b> GREATER THAN 8 feet
<b>Sand or Gravel Added:</b> NO	<b>Estimated depth to maximum seasonal water table if not encountered in profile:</b>
<b>Date and Time Presoak Water Added:</b> 7/12/2006 date 11:00 time	
<b>Amount of Presoak Water Added:</b> 15 gallons	<b>Is area believed to be subject to seasonal fluctuations which could result in a seasonal water table within 8' of surface?</b>
<b>Date and Time Percolation Test Started:</b> 7/13/2006 date 11:00 time	
<b>Did Water Remain in Hole After the Overnight Swelling Period?</b>	
Hole 1	NO
Hole 2	NO
Hole 3	NO
Hole 4	NO
Hole 5	NO
Hole 6	NO
<b>Slope Determination in Absorption Area</b>	
to the 3% NORTH direction	
<b>Bedrock</b>	
<b>Encountered @</b> GREATER THAN 8 feet	
<b>Estimated depth if not encountered in profile:</b>	
<b>Percolation Rate Measurement</b>	<b>Percolation Rate (min/in)</b>
Hole 1	42 31.3
Hole 2	42 31.3
Hole 3	42 35.7
Hole 4	42 31.3
Hole 5	42 31.3
Hole 6	42 31.3
<b>Average</b>	32.0
<b>Type of Bedrock:</b>	
<b>Is bedrock fractured or weathered?</b>	
<b>Is bedrock believed to be permeable (perc rate &lt; 60 min/in)?</b>	

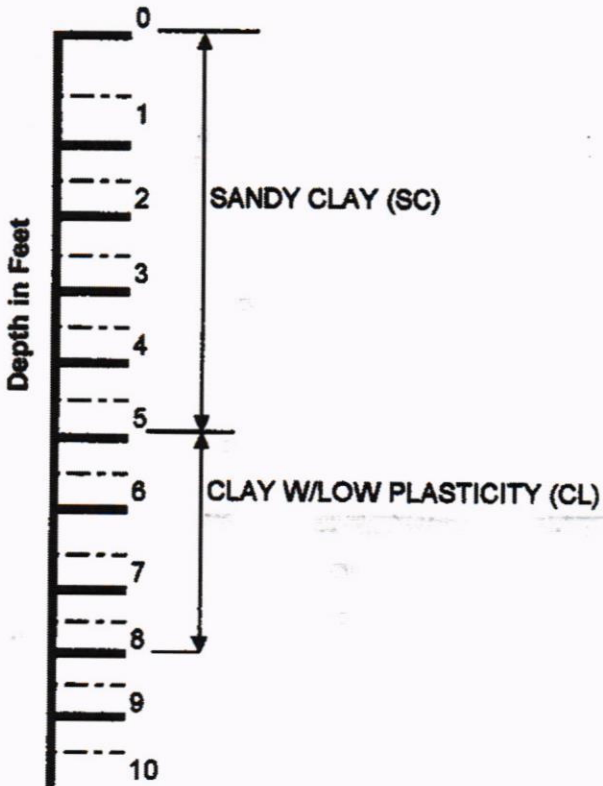
# Tri-County Health Department Percolation Test and Soils Data Form

7/18/2006

**Profile Hole Information (cont.)**

Note: Soils must be classified using unified system ASTM D2487

**Profile Hole Log**



Blow Counts at Depth of Bed:	13/12
------------------------------	-------

Atterberg Limits:	
Liquid Limit	
Plastic Limit	
Plasticity Index	Non-Plastic

**Certification**

I certify that the above information is correct and complete to the best of my knowledge and that all tests were performed in accordance with the provisions of Tri-County Health Department regulation I-02 by myself or under my supervision.

**Signature**

**High Plains Engineering & Design, LLC**  
735 Denver Avenue  
Fort Lupton, Colorado 80621  
303-857-9280





Hole Number	Hole Depth (in.)	Length of Interval (min.)	Water Depth at Start of Interval (ft.)	Water Depth at End of Interval (ft.)	Drop in Water Level (ft.)	Percolation Rate @ Final Interval (min/in)
-------------	------------------	---------------------------	--	--------------------------------------	---------------------------	--

1	42		0.940	1.07	0.13	
		30.0	1.070	1.19	0.12	
		30.0	1.190	1.31	0.12	
		30.0	1.310	1.42	0.11	
		30.0	1.420	1.52	0.10	
		30.0	1.520	1.62	0.10	
		30.0	1.620	1.71	0.09	
		30.0	1.710	1.79	0.08	31.3
		30.0	1.790			

2	42		0.820	0.95	0.13	
		30.0	0.950	1.07	0.12	
		30.0	1.070	1.19	0.12	
		30.0	1.190	1.30	0.11	
		30.0	1.300	1.40	0.10	
		30.0	1.400	1.50	0.10	
		30.0	1.500	1.59	0.09	
		30.0	1.590	1.67	0.08	31.3
		30.0	1.670			

3	42		0.940	1.08	0.14	
		30.0	1.080	1.19	0.11	
		30.0	1.190	1.29	0.10	
		30.0	1.290	1.39	0.10	
		30.0	1.390	1.48	0.09	
		30.0	1.480	1.56	0.08	
		30.0	1.560	1.64	0.08	
		30.0	1.640	1.71	0.07	35.7
		30.0	1.710			

4	42		0.890	1.03	0.14	
		30.0	1.030	1.16	0.13	
		30.0	1.160	1.28	0.13	
		30.0	1.280	1.41	0.12	
		30.0	1.410	1.52	0.11	
		30.0	1.520	1.62	0.10	
		30.0	1.620	1.71	0.09	
		30.0	1.710	1.79	0.08	31.3
		30.0	1.790			

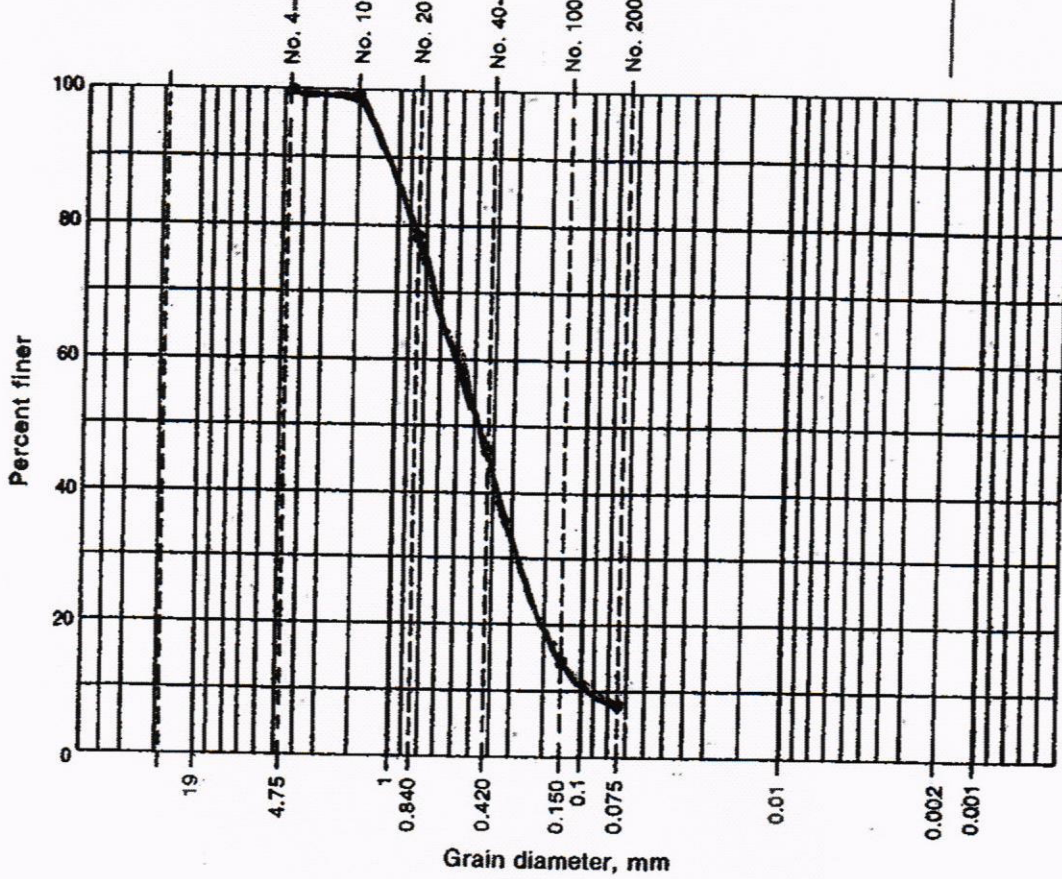
5	42		0.820	0.95	0.13	
		30.0	0.950	1.07	0.12	
		30.0	1.070	1.19	0.12	
		30.0	1.190	1.30	0.11	
		30.0	1.300	1.40	0.10	
		30.0	1.400	1.50	0.10	
		30.0	1.500	1.59	0.09	
		30.0	1.590	1.67	0.08	31.3
		30.0	1.670			

6	42		0.900	1.02	0.12	
		30.0	1.020	1.13	0.11	
		30.0	1.130	1.25	0.12	
		30.0	1.250	1.35	0.10	
		30.0	1.350	1.45	0.10	
		30.0	1.450	1.54	0.09	
		30.0	1.540	1.63	0.09	
		30.0	1.630	1.71	0.08	31.3
		30.0	1.710			

<b>Average Percolation Rate</b>					32.0	minutes/inch
---------------------------------	--	--	--	--	------	--------------

Gravel	Sand		Silt	Clay
	Coarse to medium	Fine		

U.S. standard sieve sizes



Visual soil description SANDY CLAY

Soil classification: SC System Unified soil classification System



500 Cooperative Way  
Brighton CO 80603-8728

[www.unitedpower.com](http://www.unitedpower.com)

Member Services 303-637-1300  
Payments 866-999-4485  
Report an Outage 303-637-1350

9661 1 AV 0.455  
ERNEST RAMIREZ  
38383 E 145TH AVE  
KEENESBURG CO 80643-4237

5 9661  
C-23



Payment Due By <b>01/11/2023</b>		Total Due <b>\$330.87</b>	
From Date <b>11/20/2022</b>	To Date <b>12/20/2022</b>	Days <b>30</b>	Billing Date <b>12/22/2022</b>
Service Address <b>38383 E 145TH AVE RESIDENCE (METER PEDESTAL)</b>		Account # <b>12761201</b> District <b>EAST</b> Cycle <b>12</b>	

**Go Paperless**  
Get your billing statement in your inbox, and not in your mailbox. Login to your account online to view your bills, and then pay how you prefer – online, over the phone or by kiosk.

Rate	Meter	Prev Rdg	Pres Rdg	Mult	kWh	Dmd
R1	1555694	68372	70584	1	2212	11.184
Demand Time/Date		12/19/2022 06:30 PM				

**ACTIVITY SINCE LAST BILL**

Previous Balance 164.58  
Payment Received - Thank You -164.58  
Balance Forward 0.00

**CURRENT BILLING DETAIL**

Energy Charge 2,212 KWH @ 0.0995 220.09  
Demand Charge 11.184 KW @ 1.50 16.78  
Fixed Charge 19.00  
Deposit Installment 75.00  
Current Month 330.87

**TOTAL DUE 330.87**

ERNEST RAMIREZ  
38383 E 145TH AVE  
KEENESBURG CO 80643-0000

Account # **12761201**

Payment Due By <b>01/11/2023</b>	Total Due <b>\$330.87</b>
Amount Enclosed \$	

**United Power**  
Operation Round-Up  
FOUNDATION

Want your small change to give back? Round-up your bill to \$331.00 and check here to enroll in our Round-Up Assistance program.

- Pay Your Bill Online**  
Visit [www.unitedpower.com](http://www.unitedpower.com)
- Pay Your Bill By Phone**  
Call 866-999-4485
- Pay Your Bill By Mail**  
Return Stub with check payment

Please Make Checks Payable and Return to:

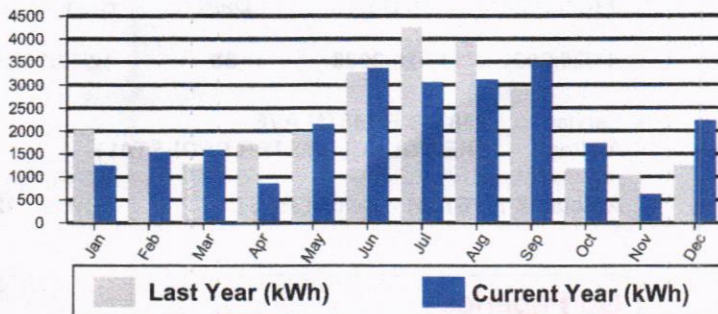
UNITED POWER  
PO BOX 173703  
DENVER CO 80217-3703



## Electric Usage History

From Date To Date

Account # **12761201** 11/20/2022 12/20/2022



### Electric Usage Comparison

Electric kWh	Days	Total kWh	Avg kWh/Day	kWh Cost/Day
Current Month	30	2212	74	\$8.53
Last Month	27	613	23	\$3.32
One Year Ago	31	1249	40	\$4.95

### Temperature Comparison

Avg Temp	33° F	Avg Temp Last Yr.	43° F
High Temp	64° F	High Temp Date	12/11/2022
Low Temp	-9° F	Low Temp Date	12/21/2022



View detailed 15 minute energy consumption intervals and usage history through the Power Portal.

[www.unitedpower.com/PowerPortal](http://www.unitedpower.com/PowerPortal)



**UNITED POWER, INC.**

500 Cooperative Way  
Brighton, CO 80603

Member Services 303-637-1300  
Payments - 24 hrs/day 866-999-4485  
Toll Free 800-468-8809

**Report an Outage**  
**303-637-1350**

[www.unitedpower.com/outage](http://www.unitedpower.com/outage)

For office locations, hours and more information:

[www.unitedpower.com](http://www.unitedpower.com)

## Convenient Payment Options



### Online Account

Make payments, report outages and enroll in Auto Pay and Paperless Billing at [www.unitedpower.com](http://www.unitedpower.com).



### Mobile App

Download the free United Power mobile app to make payments and report outages on the go.



### Pay by Phone

Call 866-999-4485 to check account status and pay with a check or credit card (no fees) 24 hours a day.



### Payment Kiosk

Walk up and pay with cash, check or card. Locations and hours at [www.unitedpower.com/payments](http://www.unitedpower.com/payments).

## Other Ways to Pay

### Auto Pay

Have your bill automatically paid on your due date from the payment method of your choice.

### Paperless Billing

Go paper-free. Receive an email notification, not a statement in the mail. View and pay bills online.

### Pay As You Go - Prepaid Billing

Avoid deposits and late fees when you prepay for electricity. You choose how much and when to pay.

### Pay Now

No login or password? No problem. Make a quick payment on our website by check or credit card.

### MoneyGram

Make cash payments that post immediately to your account at over 40,000 MoneyGram locations.

### Budget Billing

Take the ups and downs out of your monthly budget and pay the same amount each month.

### Custom Billing Period

Choose a billing timeframe that is most convenient for you, and your budget.

## Bill Payment Assistance

For information or to see if you qualify for energy assistance for your winter home heating costs, contact LEAP at 1-866-HEATHelp (1-866-432-8435) or your county department of social services. Additional resources for assistance can be found at [www.unitedpower.com/assistance](http://www.unitedpower.com/assistance).

## Life Sustaining Equipment

Please tell us if you or a member of your household relies on life-sustaining medical devices that are dependent on electricity. We will flag your account accordingly. Protect your loved ones with a back-up plan for disasters or power outages. Learn more at [www.unitedpower.com/medical-devices](http://www.unitedpower.com/medical-devices).

## Call 811 Before You Dig

Before you begin any digging project, always have underground utilities marked. Notify the Colorado Utility Notification Center at least 3 days before digging. To schedule locates call 811 or visit [www.colorado811.org](http://www.colorado811.org).

## ¿Necesitas ayuda en español?

Estamos disponibles para ayudarte. Llame al 303-637-1300 opción 9, o visite [www.unitedpower.com/espanol](http://www.unitedpower.com/espanol).



# COLORADO

## RECEIPT OF PAYMENT (Tax, Fees, Costs, Interests, Penalties)

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0160743	0156515303004	Feb 16, 2023	Feb 14, 2023	2023-02-16-MASS-1727

RAMIREZ ERNEST AND  
38383 E 145TH AVE  
KEENESBURG, CO 80643

Situs Address	Payor
38383 E 145TH AVE	NATIONSTAR MTG LLC DBA MR. COOPER

Legal Description	Property Code	Actual	Assessed	Year	Area	Mill Levy
SUB:CAVANAUGH HILLS BLK:5 LOT:4	RES IMPRV LAND - 1112	96,000	6,670	2022	184	115.123
	SINGLE FAMILY RES - 1212	557,653	38,760	2022	184	115.123

Payments Received	
Direct Deposit	Multi-Account Payment
Bank Account 1	

Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2022	Special Assessment	\$9.30	\$0.00	\$4.65	\$4.65
2022	Special Assessment	\$92.98	\$0.00	\$46.49	\$46.49
2022	Tax Charge	\$5,230.04	\$0.00	\$2,615.02	\$2,615.02
				\$2,666.16	\$2,666.16
<b>Balance Due as of Feb 14, 2023</b>					<b>\$2,666.16</b>

4430 S ADAMS COUNTY PKWY C2436  
BRIGHTON CO 80601  
[Stay Safe! Please use website payment services [www.adcotax.com](http://www.adcotax.com)]

Email: [treasurer@adcogov.org](mailto:treasurer@adcogov.org)  
Telephone: 720-523-6160

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!



# RECEIPT OF PAYMENT (Tax, Fees, Costs, Interests, Penalties)

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0160743	0156515303004	Mar 10, 2022	Feb 11, 2022	2022-03-10- MMMBATCHPYMTS- 13397-P

RAMIREZ ERNEST AND  
38383 E 145TH AVE  
KEENESBURG, CO 80643

Situs Address	Payor
38383 E 145TH AVE	CORELOGIC - WIRE 2022-0211
Legal Description	
SUB:CAVANAUGH HILLS BLK:5 LOT:4	

Property Code	Actual	Assessed	Year	Area	Mill Levy
RES IMPRV LAND - 1112	96,000	6,860	2021	184	109.024
SINGLE FAMILY RES - 1212	557,653	39,870	2021	184	109.024

Payments Received	Check	Multi-Account Payment

Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2021	Special Assessment	\$8.30	\$0.00	\$4.15	\$4.15
2021	Special Assessment	\$83.00	\$0.00	\$41.50	\$41.50
2021	Tax Charge	\$5,094.70	\$0.00	\$2,547.35	\$2,547.35
				\$2,593.00	\$2,593.00
<b>Balance Due as of Feb 11, 2022</b>					<b>\$2,593.00</b>

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!

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# RECEIPT OF PAYMENT (Tax, Fees, Costs, Interests, Penalties)

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0160743	0156515303004	Jun 10, 2022	Jun 3, 2022	2022-06-10- MMMBATCHPYMTS- 50349-P

RAMIREZ ERNEST AND  
38383 E 145TH AVE  
KEENESBURG, CO 80643

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Situs Address	Payor
38383 E 145TH AVE	CORELOGIC-WIRE-2022-0306
Legal Description	
SUB:CAVANAUGH HILLS BLK:5 LOT:4	

Property Code	Actual	Assessed	Year	Area	Mill Levy
RES IMPRV LAND - 1112	96,000	6,860	2021	184	109.024
SINGLE FAMILY RES - 1212	557,653	39,870	2021	184	109.024

Payments Received	
Direct Deposit	Multi-Account Payment
Bank Account 1	

Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2021	Special Assessment	\$8.30	\$4.15	\$4.15	\$0.00
2021	Special Assessment	\$83.00	\$41.50	\$41.50	\$0.00
2021	Tax Charge	\$5,094.70	\$2,547.35	\$2,547.35	\$0.00
				\$2,593.00	\$0.00
<b>Balance Due as of Jun 3, 2022</b>					<b>\$0.00</b>

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