

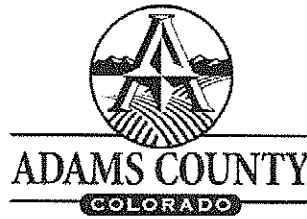
SUBDIVISION-MAJOR / FINAL

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

All applications shall be submitted electronically to 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 (pg. 2)
- 3. Written Explanation of the Project
- 4. Site Plan Showing Proposed Development
- 5. Copy of Plat prepared by Registered Land Surveyor (pg. 7)
- 6. Subdivision Improvement Agreement (SIA)
- 7. School Impact Analysis (contact applicable District)
- 8. Fire Protection Report (contact applicable District)
- 9. Proof of Ownership
- 10. Proof of Water and Sewer Services
- 11. Proof of Utilities
- 12. Legal Description
- 13. Statement of Taxes Paid
- 14. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12)
- 15. Certificate of Surface Development (pg. 13)
- 16. Subdivision Engineering Review application (separate application)¹

continued on next page...



Application Fees	Amount	Due
Major Subdivision (final plat)	\$1,600	After complete application received
Adams County Health Department	\$150 (central utilities - Level 1), \$210 (individual septic system - Level 2)	After 1st Staff Review is Completed
Soil Conservation	\$100 (less than 5 lots) \$150 (more than 5 lots)	Due at preliminary plat
Colorado Geological Survey	\$600 (1-3 dwellings and less than 100 ac) \$900 (< 3 dwellings and less than 100 ac) \$1,550 (between 100 and 500 acres) \$2,500 (500 acres or more)	Due at preliminary plat
Engineering Review	\$1,000 (less than 5 acres) \$2,500 (5-25 acres) \$7,500 (greater than 25 acres)	Separate application ¹
Copying	\$5 per page	Prior to public hearing
Recording *made payable to Clerk and Recorder	\$13 first page, \$10 each additional page	Prior to public hearing
Public Land Dedication	Determined during staff review of project	Prior to public hearing

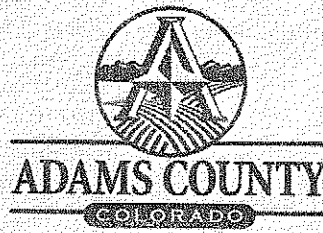
¹ - A new engineering review will not be required if one is already in progress for the proposed project. This review/fee is due at Preliminary Plat and should not impose another review fee.

NOTE: A subdivision engineering review may not be required if the project is determined not to require public improvements

Adams County Community & Economic Development Regulation 2-02-19-04-03

WHO CAN INITIATE A FINAL PLAT

A final plat may be proposed by, without limitation, the owner(s) of, or person having an interest in the property to be subdivided. A final plat may only be submitted if a preliminary plat for the subject property has been approved. The final plat shall conform to the preliminary plat.



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 checked="" type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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.

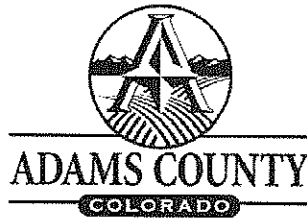
Name:

Date:

Owner's Printed Name

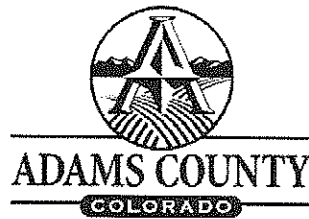
Name:

Owner's Signature

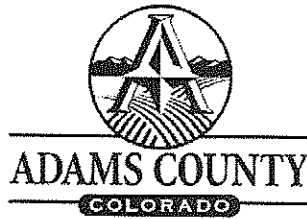


Major Subdivision Final Plat Requirements

1. **Subdivision Name, Subtitle:** Name of subdivision at the top of the sheet, followed by a subtitle identifying the section, township and range information along with County and State.
2. **Property Description:** An accurate and clear property (legal) description of the overall boundary of the subdivision with the acreage of the subdivision. All courses in the property (legal) description shall be shown and labeled on the plat drawing, with all bearings having the same direction as called out in the legal description. The only exception being where more than one description is required, going a different direction over the same course. The direction shall then hold for the description having more weight (i.e., the overall boundary) for purposes of the plat. If both record and "as-measured" dimensions are being used, show both and clearly label on the plat drawing. Point of commencement and/or point of beginning shall be clearly labeled on the plat drawing.
3. **Ownership Certificate:**
 - a. Know all men by these presents that (owner name(s)), being the sole owner of the following described tract of land:
 - b. Legal Description
 - c. Have (Has) by these presents laid out, platted and subdivided the same into lots, streets and easements as shown on this plat under the name and style of (subdivision name).
4. **Dedication Statements:** Statements of land to be dedicated to the County for parks or other public uses, grants of easements and dedication of public streets to the Adams County are required.
 - a. All plats with public streets shall have the following sentence in the dedication statement: *All public streets are hereby dedicated to Adams County for public use.*
 - b. All plats with public easements and/or tracts must have the following sentence in the dedication statement: *The undersigned does hereby dedicate, grant and convey to Adams County those Public Easements (and tracts) as shown on the plat; and further restricts the use of all Public Easement to Adams County and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in Adams County.*
 - c. All plats with private streets shall have the following sentence in the dedication statement: *All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, etc.).*
 - d. All plats with other tracts being dedicated to the County shall have:

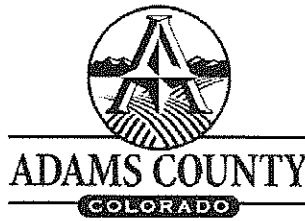


- i. A sentence in the dedication statement similar to "Tract X is hereby dedicated to Adams County for public use".
 - ii. A special numbered plat note defining the purpose and perpetual maintenance responsibility for the tract such as "Tract X is for public drainage, landscaping, trail and open space with maintenance of the surface being vested in the (District Name) Special Maintenance District".
5. **Surveyor's Statement:** Statement by a registered land surveyor, professionally licensed by the State of Colorado, to the effect that the layout represents a survey made by him and that the monuments thereon actually exist as located and that all dimensional and other details are correct.
6. **Access Provisions:**
 - a. **Statement Restricting Access:** A statement restricting access rights across the right-of-way lines of major highways, parkways, streets or freeways, where required as a provision of approval.
7. **Easement Statement:**
 - a. Six-foot (6') wide utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision. In addition, eight-foot (8') wide dry utility easements are hereby dedicated around the perimeter of tracts, parcels and/or open space areas. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of utilities. Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation.
8. **Storm Drainage Facilities Statement:**
 - a. The policy of the County requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the County shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.



9. Layout:

- a. **Boundary Lines:** The subdivision boundary will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. All dimensions to be determined by accurate field survey which must balance and close within limit of one in five thousand (5,000). Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (book and page and/or reception number).
- b. **Streets:** All street rights of way defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street center line. All street center lines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. The plat shall show the right-of-way lines, widths, locations and street names of all existing and proposed public or private streets:
 - i. Within the proposed subdivision, and
 - ii. Immediately abutting the proposed subdivision, and
 - iii. Any private street shall include the designation "(Private)" immediately following street name; any other private right of way that is not named shall include the designation "(Private)" in a manner that clearly conveys such a status.
- c. **Easements:** All easements as required by Adams County and other public and quasi-public agencies. Said easements shall be clearly labeled to include width, use and identification as public or private, if necessary. Tie to property lines and annotate with bearings and distances as necessary. Clearly show and label all existing easements, to include width and recording information, that cross, abut or are located within the subdivision boundary.
- d. **Lots and Blocks:** All lines of lots, blocks and other parcels of land defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a radius and arc length. Lots must close to one in five thousand (5,000).
- e. **Readability:** All line annotation and all other text will be easily and clearly readable. No text shall overwrite other text or be overwritten by map lines.
- f. **Leader Lines:** Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc.



- g. **Multiple Sheets:** Whenever a plat drawing spans multiple sheets, clear and well labeled match lines and a key map shall be included on each sheet. Labels will be of the nature "See Sheet of ". Duplicate street names, widths, lot numbers, tract names, easement labeling or any such labeling when any feature is shown on multiple sheets.
 - h. **Identification System:** All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter "A". Lots and tracts shall be labeled with the area of the lot or tract.
 - i. **Legend:** Provide a legend which designates all lines and symbols except where called out on plat drawing.
 - j. **Inundation Mark:** The plat shall clearly show the 100-year floodplain line. Reference the appropriate FEMA panel by which the location of this line has been determined.
10. **Easements:** Book and page and/or reception number for all existing and newly created easements.
11. **Adjacent Subdivision:** Names of adjacent platted areas along with the reception and/or plat book and page number shall be shown. If unplatted, so indicate. Existing street rights of way that intersect the subdivision boundary or are adjacent to said boundary lines shall be clearly labeled with the street name, right of way width and appropriate deed or plat recording information wherein the right of way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary.
12. **Basis of Bearings:** A clearly defined basis of bearings shall be provided, both verbally and graphically. All monumentation defining said line shall be shown and labeled on the plat drawing. When said line is not common with the subdivision boundary, it shall be accurately tied to the boundary with bearings and distances.
13. **Monuments:** All monuments used to determine and/or describe a boundary (including basis of bearings, point of beginning and point of commencement) shall be shown and clearly labeled on the plat drawing. Monuments for corners defined by the plat, or otherwise found to be missing in the field, shall be placed and set in accord with the requirements of the State of Colorado.
14. **Not A Part Of Subdivision:** All areas enclosed within the subdivision boundary which do not constitute a part of the subdivision shall be labeled "Not a part of this subdivision". All lines pertaining to such areas shall be dashed.
15. **Square Footage:** The area in square feet of all lot and tracts sought to be platted.

Written Explanation

Written Explanation of the Project

The purpose of this request is to take each of the following three parcels and subdivide to create new parcels being composed of a single family dwelling and duplex dwellings from each individual parcel. These are the three existing parcels; 182517208033; 182517208047; 182517208009. Each parcel is owned by a separate owner. Each owner understands that in order to subdivide their property they need to jointly agree to install the public improvements listed below. . An access road or driveway will be constructed to allow access to dwellings from W. 53rd Ave.

Currently there are 3 single family houses on these existing parcels. The final plan shows 5 lots that are a minimum of 7000 feet and 2 lots that are a minimum of 7500 feet. In addition, one of the existing houses will remain with a lot size greater than 7000 feet.

Once approved it is estimated the construction will be completed within 12 months for the installation of roads and utilities. Though it is anticipated that that schedule can be accelerated. All work will be warrantied by the developer until accepted by the county. The street and the improvements north of the sidewalk will remain under the control and maintenance of the developer.

We would like to name the private road Abiageal Lane.

The subject request is located at 3075 W. 53rd Ave and 5320 Grove St.

Parcel 0182517208033 is approximately 0.54 acres and was platted in the Berkeley Gardens Subdivision.

Parcel 0182517208047 is approximately 0.58 acres and was platted in the Berkeley Gardens Subdivision.

Parcel 0182517208009 is approximately 0.64 acres and was platted in the Berkeley Gardens Subdivision.



SUBDIVISION IMPROVEMENTS AGREEMENT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pg. 2) included in this packet for more information on each submittal item.

All applications shall be submitted electronically to 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. 3)
- 2. Application Fee (see table)
- 3. Written Explanation of the Agreement and All Public Improvements
- 4. Copy of Proposed Subdivision Improvements Agreement
- 5. Construction Documents, including assigned case number

Application Fees	Amount	Due
SIA Agreement	\$500	After complete application received

Subdivision Improvements Agreement - 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.

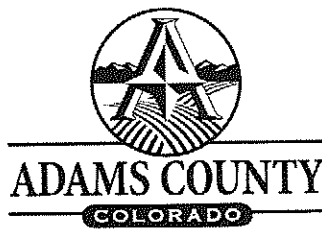
All development application submittals shall comprise of one (1) electronic copy (USB) and one (1) hard copy of each document. **Application submittals that do not conform to these guidelines shall not be accepted.**

3 and 4. Subdivision Improvements Agreement (SIA):

- 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
- This agreement addresses the manner, timing, and responsibility of completion of all required public improvements (i.e. curb, gutter, and sidewalk)
- Shall include the Word version of the Subdivision Improvements Agreement, all exhibits, and a collateral estimate

5. Construction / Engineering Design Plans:

- A set of maps and/or drawings showing how a proposed development is to be constructed.
- The plans must include:
 - site maps of the existing conditions and proposed improvements,
 - installation/construction details for all proposed improvements,
 - survey control (horizontal and vertical) for locating the improvements and,
 - all necessary specification for the products to be used.
- Construction plans are often broken out for specific improvements; for example: site plan, grading plan, waterline improvement plans, roadways improvements plans, etc.



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 checked="" type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address: 3075 W 53rd Ave and 4320 Grove St

City, State, Zip: Denver CO 80221

Area (acres or square feet): 1.71 Acres total

Tax Assessor Parcel Number: 182517208033, 182517208047, 182517208009

Existing Zoning: R-2

Existing Land Use: Residential

Proposed Land Use: Residential

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#: 2020-00050

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: Tom Spaeth Date:

Owner's Printed Name

Name:

Owner's Signature

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2024, between Easal llc, a Colorado Limited Liability corporation qualified to do business in Colorado (“Developer”), whose address is 3278 S Wadsworth Blvd No 1-137 Lakewood CO 80227 and the Board of County Commissioners of the County of Adams, State of Colorado (“County”), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit “A” attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit “B” attached hereto, and by this reference made a part hereof (“Improvements”).
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit “B” for approval by the County. Upon request, the Developer shall furnish one set of reproducible “as built” drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit “B”.
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within “construction completion date” appearing in Exhibit “B”. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit “B”. Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
5. **Warranties of Developer.** Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of

this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of the Developer shall remain in effect until Preliminary Acceptance of the improvements by the County.

6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit, bond, letter of credit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$234,335 including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.

Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to 3075 W 53rd. No building permits shall be issued until the 3075 W 53rd project has been approved and the improvements described in Exhibit "B" have been preliminarily accepted by the Department of Public Works.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer's expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

- A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

Includes a Sidewalk, Accessible ramps, curb & gutter and crosspans. Sanitary Swer and water supply. See Exhibit "B" for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

- B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

Any land that includes a Sidewalk, Accessible ramps, curb & gutter and crosspans. This land is already under county control as there is currently a sidewalk on this land.

10. **Default by Developer.** A default by the Developer shall exist if (a) Developer fails to construct the Subdivision Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.

- A. **Remedies of County.** If the County, after notice, determines that a default by Developer exists, and if Developer fails to cure such default within the time specified by the County, the County shall be entitled to (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.

- B. **County Right to Completion of Subdivision Improvements.** The right of the County to complete or cause completion of the Improvements as herein provided shall include the following rights:

- a. The County shall have the right to complete the Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise.

- C. **Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the

County to pay the costs of completion of the Improvements substantially in accordance with the Plans and the other Requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

Easal llc
Developer

By: _____
Tom Spaeth , Member

By: _____
Name, Title

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____.

My commission expires: _____

Address: _____

Notary Public

APPROVED BY resolution at the meeting of _____, 20__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of _____. No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

EXHIBIT A

Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PM., COUNTY OF ADAMS, STATE OF COLORADO, BEING PART OF LOTS 28-30, BERKELY GARDENS NUMBER TWO SUBDIVISION. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 14 CORNER OF SAID SECTION 17; THENCE N10°52'26"E, A DISTANCE OF 1758.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 30, ALSO BEING THE POINT OF BEGINNING;
THENCE S00°14'00"W, A DISTANCE OF 384.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28;
THENCE N65°13'17"W, A DISTANCE OF 253.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 28;
THENCE N00°14'02"W, A DISTANCE OF 137.00 FEET;
THENCE S89°46'51"W, A DISTANCE OF 80.04 FEET;
THENCE N00°10'35"W, A DISTANCE OF 70.15 FEET;
THENCE N89°49'24"E, A DISTANCE OF 158.00 FEET;
THENCE N00°10'35"W, A DISTANCE OF 70.36 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 30;
THENCE N89°49'24"E, A DISTANCE OF 151.40 FEET, BACK TO THE POINT OF BEGINNING.
CONTAINING: 1.746 ACRES OR 76054.54 SQUARE FEET OF LAND, MORE OR LESS

EXHIBIT B

Public Improvements: Private Road, sidewalks & cross pans, Sanitary sewer and water

See Attached

Construction Completion Date: 12/01/2025

Initials or signature of Developer: _____

Exhibit B: Subdivision Improvements

Written Explanation of the Agreement

The purpose of this request is to take each of the following three parcels and subdivide to create new parcels being composed of a single family dwelling and duplex dwellings from each individual parcel. These are the three existing parcels; 182517208033; 182517208047; 182517208009. Each parcel is owned by a separate owner. Each owner understands that in order to subdivide their property they need to jointly agree to install the public improvements listed below. An access road or driveway will be constructed to allow access to dwellings from W. 53rd Ave.

Currently there are 3 single family houses on these existing parcels. The final plan shows 5 lots that are a minimum of 7000 feet and 2 lots that are a minimum of 7500 feet. In addition, one of the existing houses will remain with a lot size greater than 7000 feet.

Once approved it is estimated the construction will be completed within 12 months for the installation of roads and utilities. Though it is anticipated that that schedule can be accelerated. All work will be warranted by the developer until accepted by the county. The street and the improvements north of the sidewalk will remain under the control and maintenance of the developer.

The subject request is located at 3075 W. 53rd Ave and 5320 Grove St.

Parcel 0182517208033 is approximately 0.54 acres and was platted in the Berkeley Gardens Subdivision.

Parcel 0182517208047 is approximately 0.58 acres and was platted in the Berkeley Gardens Subdivision.

Parcel 0182517208009 is approximately 0.64 acres and was platted in the Berkeley Gardens Subdivision.

The developer has submitted engineering drawings to Adams county for the improvements. Copies are attached. A cost estimate has also been attached. The developer will be responsible for all construction costs and management. There is a combination of public and private improvements. The attached Development Agreement outlines the developers' responsibilities.

Public Improvements

One private asphalt road will be built which will have a 37 foot right of way and a 50 foot utility easement. At the intersection curb ramps per CDOT standards and a concrete drive entrance shall be built. Sidewalks shall be built installed or repaired on either side of the private road.

Sanitary sewer shall be installed along the private road from the south to the north and will continue down an easement out to Grove Street. There shall be four manholes. Line shall be 8 inch.

Water shall be provided from West 53rd Ave down the private street. Curb stops will be provided at each proposed property. A fire hydrant will be placed at the north end of the street. Water lines shall be 8 inch.

Private Improvements

A sand filter retention pond shall be built with two storm water inlets and an emergency outflow path for overflow. This will be a full infiltration sand filter. Grass swales will be installed as required to direct storm water to the sand filter.

One private asphalt road will be built which will have a 37 foot right of way and a 50 foot utility easement. There will be a fire department hammerhead toward the north end of the street. The street shall begin on West 53rd ave to the south. At the intersection curb ramps per CDOT standards and a concrete drive entrance shall be built.

Excel energy shall install new gas lines and electric utility poles and lines per their design.

Exhibit C: Cost Estimates

Project Name: 3075 W 53rd
Date: 7/1/2024

Sanitary Sewer Improvements						
NO		Improvements	Unit	Quantity	Unit Price	Total
1	Public	Pipe (Main Line) 8in	LF	425	\$ 65.00	\$ 27,625
2	Public	Manholes	EA	4	\$ 2,450.00	\$ 9,800
3	Public	Service Lines	LF	172	\$ 28.00	\$ 4,816

Storm Water Improvements						
NO		Improvements	Unit	Quantity	Unit Price	Total
1	Private	Outfall Structure	EA	1	\$ 20,000.00	\$ 20,000
2	Private	Sand Filter Retention pond	EA	1	\$ 12,000.00	\$ 12,000
3	Private	silt fence	LF	250	\$ 0.78	\$ 195
4	Private	rock sock	EA	2	\$ 100.00	\$ 200

Water Main Improvements						
NO		Improvements	Unit	Quantity	Unit Price	Total
1	Public	3/4 Type K water pipe	LF	93	\$ 42.00	\$ 3,906
2	Public	8in PVC water Main	LF	333	\$ 60.00	\$ 19,980
3	Public	Curb Stop	EA	12	\$ 475.00	\$ 5,700
4	Public	Open Gate Valve	EA	1	\$ 1,500.00	\$ 1,500
5	Public	Fire Line	LF	33	\$ 60.00	\$ 1,980

Concrete (Public) Improvements						
NO		Improvements	Unit	Quantity	Unit Price	Total
1	Public	Sidewalks	LF	150	\$ 11.00	\$ 1,650
2	Public	Crosspans	LF	37	\$ 35.00	\$ 1,295
3	Public	Curb & Gutter	LF	150	\$ 22.00	\$ 3,300
4	Public	Accessible Ramps	Ea	2	\$ 275.00	\$ 550

Street Surface						
NO		Improvements	Unit	Quantity	Unit Price	Total
1	Private	Asphalt	SF	13194	\$ 3.50	\$ 46,179
2	Private	Base Prep	SF	13194	\$ 0.50	\$ 6,597
3	Private	Street Signs	EA	1	\$ 250.00	\$ 250
4	Private	Grading & Disposal	SF	13194	\$ 0.22	\$ 2,903

SubTotal	\$ 170,426
Contingency (10%)	\$ 17,043
Total Cost BMPs	\$ 187,468
20% administration	\$ 37,494
5%/year inflation	\$ 9,373
Total	\$ 234,335

Exhibit C: Cost Estimates

Project Name: 3075 W 53rd
Date: 7/1/2024

Sanitary Sewer Improvements

NO		Improvements	Unit	Quantity	Unit Price	Total - Public	Total- Private
1	Public	Pipe (Main Line) 8in	LF	425	\$ 65.00	\$ 27,625	
2	Public	Manholes	EA	4	\$ 2,450.00	\$ 9,800	
3	Public	Service Lines	LF	172	\$ 28.00	\$ 4,816	

Storm Water Improvements

NO		Improvements	Unit	Quantity	Unit Price	Total - Public	Total- Private
1	Private	Outfall Structure	EA	1	\$ 20,000.00		\$ 20,000
2	Private	Sand Filter Retension pond	EA	1	\$ 12,000.00		\$ 12,000
3	Private	silt fence	LF	250	\$ 0.78		\$ 195
4	Private	rock sock	EA	2	\$ 100.00		\$ 200

Water Main Improvements

NO		Improvements	Unit	Quantity	Unit Price	Total - Public	Total- Private
1	Public	3/4 Type K water pipe	LF	93	\$ 42.00	\$ 3,906	
2	Public	8in PVC water Main	LF	333	\$ 60.00	\$ 19,980	
3	Public	Curb Stop	EA	12	\$ 475.00	\$ 5,700	
4	Public	Open Gate Valve	EA	1	\$ 1,500.00	\$ 1,500	
5	Public	Fire Line	LF	33	\$ 60.00	\$ 1,980	

Concrete (Public) Improvements

NO		Improvements	Unit	Quantity	Unit Price	Total - Public	Total- Private
1	Public	Sidewalks	LF	150	\$ 11.00	\$ 1,650	
2	Public	Crosspans	LF	37	\$ 35.00	\$ 1,295	
3	Public	Curb & Gutter	LF	150	\$ 22.00	\$ 3,300	
4	Public	Accessible Ramps	Ea	2	\$ 275.00	\$ 550	

Street Surface

NO		Improvements	Unit	Quantity	Unit Price	Total - Public	Total- Private
1	Private	Asphalt	SF	13194	\$ 3.50		\$ 46,179
2	Private	Base Prep	SF	13194	\$ 0.50		\$ 6,597
3	Private	Street Signs	EA	1	\$ 250.00		\$ 250
4	Private	Grading & Disposal	SF	13194	\$ 0.22		\$ 2,903

	Public	Private
SubTotal	\$ 82,102	\$ 88,324
Contigency (10%)	\$ 8,210	\$ 8,832
Total Cost BMPs	\$ 90,312	\$ 97,156
20% administration	\$ 18,062	\$ 19,431
5%/year inflation	\$ 4,516	\$ 4,858
Total	\$ 112,890	\$ 121,445
Grand Total	\$ 234,335	

May 27, 2021



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

To Whom It May Concern:

RE: Proposed Development at 3075 W. 53rd Ave., Denver, CO 80221

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

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

Duplex Unit Calculation

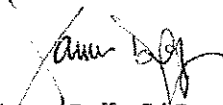
Number of Bedrooms	Number of New Units of that Size	Average Number of School-Aged Residents Per Unit	New School-Aged Residents
3-4	12	x 0.153	= 2 (low end estimate)
3-4	12	x 0.3	= 4 (high end estimate)

Single Family Unit Calculation

SFD Units	Elementary School Yield	Potential Elementary Students	Middle School Yield	Potential Middle School Students	High School Yield	Potential High School Students	Total Potential Students
1	0.29	1	0.15	1	0.18	1	3

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

Sincerely,


James Duffy, Ed.D.
Chief Operating Officer
Westminster Public Schools



ADAMS COUNTY FIRE RESCUE
FIRE PREVENTION BUREAU

7980 Elmwood Lane
Denver, CO 80221
P: (303) 539-6862
E: fireprevention@acfpd.org

Will Serve Letter
09/16/2021

Project:	Berkeley Gardens Subdivision
Location:	3075 W 53rd Ave and 5320 Grove St
Description:	<small>purpose of the project: to take each of the following three parcels and subdivide to create new parcels being composed of a single family dwelling and duplex dwellings from each individual parcel. Each parcel is owned by a separate owner. Each owner understands that in order to subdivide their property they need to jointly agree to install a road or driveway.</small>
Reviewer:	

To whom it may concern,

The property listed above is within the boundaries of Adams County Fire Protection District and will be covered by its services. Please be aware that, at a minimum, we will need to complete a site development plan review and construction reviews required by the fire code. The first submittal is generally the site development plan review and needs to include a full set of civil plans, an auto turn exhibit, and the results of a fire flow test. If you have any questions regarding this location, please call 303-539-6862 and we will be able to answer your questions.

Sincerely,

Whitney Even
Fire Marshal
Adams County Fire Protection District



FIRST ALLIANCE
— TITLE —

OWNER AND ENCUMBRANCE REPORT

Effective Date: 8/26/2021

Legal Description: PART OF PLOTS 28 AND 29, BERKELEY GARDENS NUMBER TWO, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF PLOT 29 WHENCE THE NORTHEAST CORNER THEREOF BEARS EAST 96.00 FEET; THENCE SOUTH 0°14' EAST 239.2 FEET ON A LINE PARALLEL WITH THE EAST LINE OF PLOTS 29 AND 28 TO THE SOUTH LINE OF PLOT 28; THENCE NORTH 64°58' WEST 147.7 FEET ALONG THE SOUTH LINE OF PLOT 28; THENCE NORTH 177.0 FEET ON A LINE PARALLEL WITH THE WEST LINE OF PLOT 29 AND TO A POINT ON THE NORTH LINE PLOT 29; THENCE EAST 133.5 FEET ALONG THE NORTH LINE OF SAID PLOT TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO.

Street Address: 3075 W 53rd Avenue, Denver, CO 80221

Parcel: R0104991

Owner(s) of record: Tom Spaeth

DOCUMENT HISTORY

DOCUMENT TYPE RECORDED RECEPTION BOOK PAGE NOTES

1. QCD	03/26/2021	2021-37339			
2. DOT	03/26/2021	2021-37340			

REPORT COMMENTS:

The liability hereunder is specifically limited to the amount paid for this product.
This search is not to be construed as an opinion of title and no attempt is made to pass upon the sufficiency of any instrument shown above or as to marketability of title.

QUITCLAIM DEED

THIS DEED, Made this 24th day of March, 2021, between Easal Properties LLC, A COLORADO LIMITED LIABILITY COMPANY

of the County of Jefferson and State of Colorado, Grantor(s), and Tom Spaeth

Whose legal address is 3075 W 53rd Avenue, Denver, CO 80221 of the County of Adams and State of Colorado, Grantee(s), 8240 W. TENNESSEE AVE., LAKEWOOD, CO 80226 (JEFFERSON)

WITNESSETH, That the Grantor(s), for and in consideration of the sum of Ten Dollars the receipt and sufficiency of which is hereby acknowledged, have/has remised, released, sold and QUITCLAIMED, and by these presents do/does remise, release, sell and QUITCLAIM unto the Grantee(s), and the heirs, successors and assigns of Grantee(s), as tenants in common, forever, all the right, title, interest, claim and demand which the Grantor(s) have/has in and to the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

PART OF PLOTS 28 AND 29, BERKELEY GARDENS NUMBER TWO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PLOT 29 WHENCE THE NORTHEAST CORNER THEREOF BEARS EAST 96.00 FEET; THENCE SOUTH 0°14' EAST 239.2 FEET ON A LINE PARALLEL WITH THE EAST LINE OF PLOTS 29 AND 28 TO THE SOUTH LINE OF PLOT 28; THENCE NORTH 64°58' WEST 147.7 FEET ALONG THE SOUTH LINE OF PLOT 28; THENCE NORTH 177.0 FEET ON A LINE PARALLEL WITH THE WEST LINE OF PLOT 29 AND TO A POINT ON THE NORTH LINE PLOT 29; THENCE EAST 133.5 FEET ALONG THE NORTH LINE OF SAID PLOT TO THE POINT OF BEGINNING, COUNTY OF ADAMS, STATE OF COLORADO also known by street and number as: 3075 W 53rd Avenue, Denver, CO 80221

TO HAVE AND TO HOLD the same, together with all and singular the appurtenance and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor(s), either in law or equity, to the only proper use, benefit and behoof of the Grantee(s), and the heirs and assigns of Grantee(s) forever.

IN WITNESS WHEREOF, the Grantor(s) have/has executed this deed on the date set forth above.

Easal Properties LLC, A COLORADO LIMITED LIABILITY COMPANY

Thomas M. Spaeth, Member

By: Thomas M. Spaeth, Member

STATE OF COLORADO)
County of Jefferson ss.

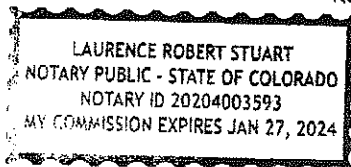
The foregoing instrument was acknowledged before me this 24th day of March, 2021 by: Thomas M Spaeth as Member of Easal Properties LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and official Seal.

My Commission Expires: 1-27-24

(SEAL)

Notary Public signature



After Recording Return To:
NTC - KEY WEST
ATTN: HOME POINT FINAL DOCUMENTS
2704 ALT 19 N
PALM HARBOR, FL 34683

Prepared By:
ERIN AXSON
HOME POINT FINANCIAL CORPORATION
9 ENTIN ROAD, SUITE 200
PARSIPPANY, NJ 07054
866-901-3425

[Space Above This Line For Recording Data]

DEED OF TRUST

SPAETH
Loan #: 7001025122
MIN: 100661190007601278
MERS Phone: 1-888-679-6377
PIN: 1825-17-2-08-047

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 **MARCH 24, 2021**, together with all Riders to this document.

(B) "Borrower" is **TOM SPAETH, A MARRIED MAN**. Borrower is the trustor under this Security Instrument. Borrower's current mailing address is **8240 W. TENNESSEE AVE, LAKEWOOD, LAKEWOOD, CO 80226**.

(C) "Lender" is **HOME POINT FINANCIAL CORPORATION**. Lender is a **NEW JERSEY CORPORATION** organized and existing under the laws of **NEW JERSEY**. Lender's address is **9 ENTIN ROAD, SUITE 200, PARPIPPANY, NJ 07054**.

(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 **MARCH 24, 2021**. The Note states that Borrower owes Lender **FOUR HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND**



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00/100 Dollars (U.S. \$482,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **APRIL 1, 2051**.

(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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

(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.

(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



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implementing regulation, Regulation X (12 C.F.R. Part 1024), 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of **3075 W 53RD AVE, DENVER, Colorado 80221** ("Property Address");

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 seised 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.



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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



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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, 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



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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



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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 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



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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 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.



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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,



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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 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



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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



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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



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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 Section 18 unless Applicable Law provides otherwise). The notice shall specify:



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(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.

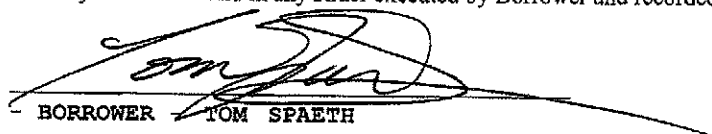
If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice 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.


BORROWER TOM SPAETH



7001025122

[Space Below This Line For Acknowledgment]

State of COLORADO)
County of ADAMS *S. Kellon*)
2/3

This record was acknowledged before me on MARCH 24, 2021 by TOM SPAETH, AS AN INDIVIDUAL.

Laurence Robert Stuart

Notary Public

My Commission Expires: 1-27-24

Individual Loan Originator: RAFAEL DOMENECH, NMLSR ID: 278018
Loan Originator Organization: LAND ABOVE GROUND MORTGAGE, NMLSR ID: 1012828
Loan Originator Organization (Creditor): HOME POINT FINANCIAL CORPORATION, NMLSR ID: 7706

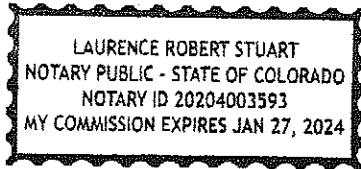


Exhibit A

PART OF PLOTS 28 AND 29, BERKELEY GARDENS NUMBER TWO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PLOT 29 WHENCE THE NORTHEAST CORNER
THEREOF BEARS EAST 96.00 FEET;
THENCE SOUTH 0°14' EAST 239.2 FEET ON A LINE PARALLEL WITH THE EAST LINE OF PLOTS 29 AND
28 TO THE SOUTH LINE OF PLOT 28;
THENCE NORTH 64°58' WEST 147.7 FEET ALONG THE SOUTH LINE OF PLOT 28;
THENCE NORTH 177.0 FEET ON A LINE PARALLEL WITH THE WEST LINE OF PLOT 29 AND TO A POINT
ON THE NORTH LINE PLOT 29; THENCE EAST 133.5 FEET ALONG THE NORTH LINE OF SAID PLOT TO
THE POINT OF BEGINNING,
COUNTY OF ADAMS, STATE OF COLORADO

**1-4 FAMILY RIDER
(Assignment of Rents)**

SPAETH
Loan #: 7001025122
MIN: 100661190007601278

THIS 1-4 FAMILY RIDER is made this 24TH day of **MARCH**, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **HOME POINT FINANCIAL CORPORATION** (the "Lender") of the same date and covering the Property described in the Security and located at: **3075 W 53RD AVE, DENVER, CO 80221** [Property Address].

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

32.59

Form 3170 1/01 (page 1 of 3 pages)



7001025122

replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender



7001025122

or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.


- BORROWER - TOM SPAETH



3075 W 53rd Ave, Denver, CO 80221-6563, Adams County

MULTIPLE BUILDING PROPERTY SUMMARY



Beds	Baths	Sale Price	Sale Date
5	2	N/A	N/A
Bldg Sq Ft	Lot Sq Ft	Yr Built	Type
1,543	27,816	1922	SFR

OWNER INFORMATION

Owner Name	Easal LLC	Mailing ZIP 4	5028
Mailing Address	3278 S Wadsworth Blvd #1-137	Mailing Carrier Route	C008
Mailing City & State	Lakewood, CO	Owner Occupied	No
Mailing Zip	80227		

LOCATION INFORMATION

Property Zip	80221	Middle School	Scott Carpenter
Property Zip4	6563	High School	Westminster
Property Carrier Route	C002	Subdivision	Berkeley Gardens
School District	Westminster Pub Sch	Census Tract	97.51
Elementary School	Hodgkins	Neighborhood Code	Unincorporated Adams-200

TAX INFORMATION

PIN	R0194222	% Improved	66%
Alternate PIN	1825-17-2-08-047	Tax District	480
Schedule Number	R0194222		
Legal Description	SUB:BERKELEY GARDENS NUMBER TWO DESC: PT OF PLOTS 28 AND 29 BEG AT PT ON N LN OF PLOT 29 WHENCE NE COR BR S E 9 6 FT TH S 239/2 FT ON A LN // WITH E LN PLOTS 28 AND 29 TO S LN OF PLOT 28 TH N 64D 58M W 147/ 7 FT ALG S LN OF PLOT 28 TH N 1 77 FT ON LN // WITH W LINES OF PLOT 29 AND TO A PT ON N LN OF PLOT 29 TH E 133 5 FT ALG N LN OF SD PLOT TO POB 0/6385A		

ASSESSMENT & TAX

Assessment Year	2021 - Preliminary	2020	2019	2018
Market Value - Land	\$129,800	\$129,800	\$129,800	\$99,000
Market Value - Improved	\$222,648	\$257,622	\$257,622	\$260,315
Market Value - Total	\$352,448	\$387,422	\$387,422	\$359,315
Assessed Value - Land	\$9,280	\$9,280	\$9,280	\$7,130
Assessed Value - Improved	\$15,920	\$18,420	\$18,420	\$18,740
Assessed Value - Total	\$25,200	\$27,700	\$27,700	\$25,870
YOY Assessed Change (%)	-9.03%	0%	7.07%	
YOY Assessed Change (\$)	-\$2,500	\$0	\$1,830	

Tax Year	Total Tax	Change (\$)	Change (%)
2019	\$3,399		
2020	\$3,407	\$9	0.25%

CHARACTERISTICS

Lot Acres	0.6386	Total Rooms	9
Lot Sq Ft	27,816	Bedrooms	5
Land Use - County	Single Family Resid	Baths - Total	2
Land Use - CoreLogic	SFR	Baths - Full	2
Building Type	Residential	Stories	1
Style	Ranch	Cooling Type	Central
Year Built	1922	Heat Type	Forced Air
Bldg Sq Ft - Above Ground	1,543	Roof Material	Composition Shingle
Bldg Sq Ft - Basement	507	Construction	Frame
Bldg Sq Ft - Finished	1,543	Exterior	Frame
Bldg Sq Ft - 1st Floor	1,015	Quality	Fair
Basement Type	Unfinished	Equipment	Ssk, Whe
# Buildings	2		

FEATURES	
Feature Type	Size/Qty
Allowance	1
Laundry Facility	1
Sink Standard	1
Water Heater	1
Unfinished	507
Bath 4	1

SELL SCORE

Rating	Low	Value As Of	2021-08-13 23:24:32
Sell Score	484		

ESTIMATED VALUE

RealAVM™	\$443,500	Confidence Score	70
RealAVM™ Range	\$425,760 - \$461,240	Forecast Standard Deviation	4
Value As Of	08/26/2021		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score ranges from 50 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

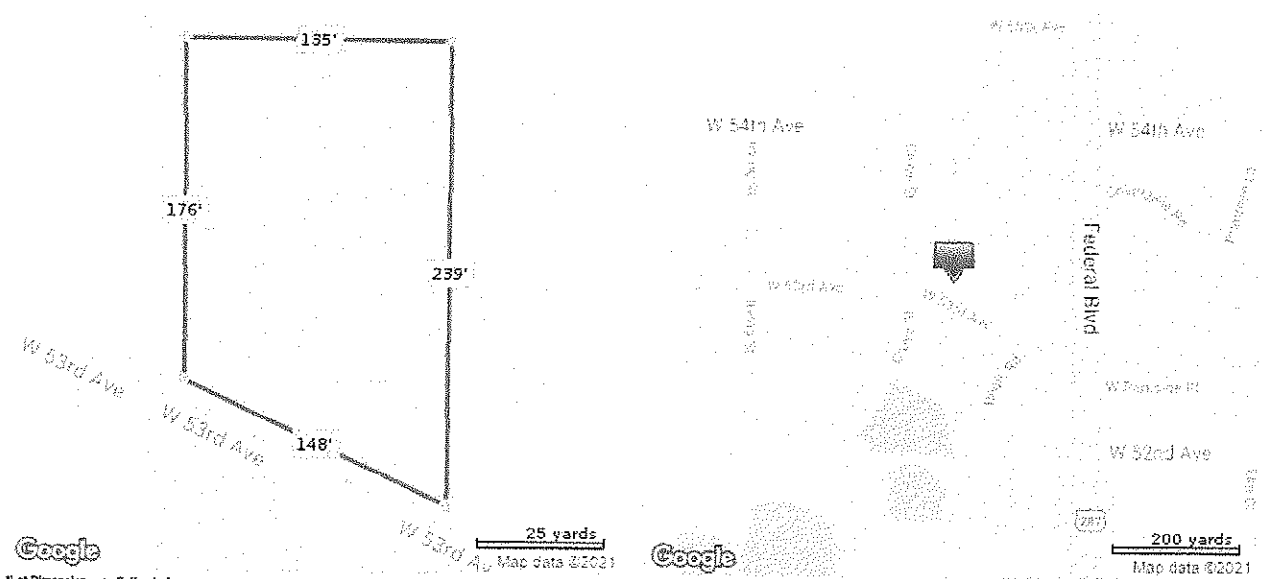
LAST MARKET SALE & SALES HISTORY

Owner Name: **Easal LLC**

MORTGAGE HISTORY

Mortgage Date	02/14/2020
Mortgage Amount	\$464,800
Mortgage Lender	Merchants Mtg & Tr Corp LLC
Borrower	Easal Properties LLC
Mortgage Type	Conventional
Mortgage Purpose	Refi
Mortgage Int Rate	5
Mortgage Term	30
Mortgage Term	Years

PROPERTY MAP



*Lot Dimensions are Estimated

BUILDING 1 OF 2

CHARACTERISTICS			
Lot Acres	0.6386	Total Rooms	5
Lot Sq Ft	27,816	Bedrooms	3
Land Use - County	Single Family Resid	Baths - Total	1
Land Use - CoreLogic	SFR	Stories	1
Building Type	Residential	Cooling Type	Central
Style	Ranch	Heat Type	Forced Air
Year Built	1922	Roof Material	Composition Shingle
Bldg Sq Ft - Above Ground	1,015	Construction	Frame
Bldg Sq Ft - Basement	507	Exterior	Frame
Bldg Sq Ft - Finished	1,015	Quality	Fair
Bldg Sq Ft - 1st Floor	1,015	Equipment	Ssk, Whe
Basement Type	Unfinished		

FEATURES	
Feature Type	Size/Qty
Allowance	1
Laundry Facility	1
Sink Standard	1
Water Heater	1
Unfinished	507
Bath 4	1

BUILDING 2 OF 2

CHARACTERISTICS			
Lot Acres	0.6386	Baths - Total	1
Lot Sq Ft	27,816	Stories	1
Land Use - County	Single Family Resid	Cooling Type	Central
Land Use - CoreLogic	SFR	Heat Type	Forced Air
Building Type	Residential	Garage Type	Detached Garage
Style	Ranch	Garage Sq Ft	900
Year Built	1927	Roof Material	Composition Shingle
Bldg Sq Ft - Above Ground	528	Construction	Frame
Bldg Sq Ft - Finished	528	Exterior	Frame
Bldg Sq Ft - 1st Floor	528	Quality	Poor
Total Rooms	4	Equipment	Whe, Ssk
Bedrooms	2		

FEATURES	
Feature Type	Size/Qty
Detached Garage	900
Laundry Facility	1
Water Heater	1
Bath 4	1
Allowance	1
Sink Standard	1



FIRST ALLIANCE
— TITLE —

OWNER AND ENCUMBRANCE REPORT

Effective Date: 9/02/2021

Legal Description: THE EAST 96 FEET OF PLOTS 28 AND 29, BERKELEY GARDENS
NUMBER TWO, COUNTY OF ADAMS, STATE OF COLORADO.

Street Address: 3075 W 53rd Ave, Denver, CO 80221

Parcel: 0182517208009

Owner(s) of record: W 53RD LLC, A COLORADO LIMITED LIABILITY COMPANY

DOCUMENT HISTORY

DOCUMENT TYPE RECORDED RECEPTION BOOK PAGE NOTES

DOCUMENT TYPE	RECORDED	RECEPTION BOOK	PAGE	NOTES
1. SWD	6/19/2020	2020000055734		

REPORT COMMENTS:

The liability hereunder is specifically limited to the amount paid for this product.
This search is not to be construed as an opinion of title and no attempt is made to pass upon the sufficiency of any
instrument shown above or as to marketability of title.

Electronically Recorded RECEPTION#: 2020000055734,
6/19/2020 at 7:28 AM, 1 OF 3,
REC: \$23.00 DocStamp: \$25.70
TD Pgs: 2 Josh Zygielbaum, Adams County, CO.

State Doc Fee: \$25.70

Government Recording Charge

SPECIAL WARRANTY DEED

THIS DEED, made on June 16, 2020, by

EASAL LLC, A COLORADO LIMITED LIABILITY COMPANY

of JEFFERSON County, State of Colorado, (hereinafter "Grantor"), and

W 53RD LLC, A COLORADO LIMITED LIABILITY COMPANY

whose street address is 3278 S WADSWORTH BLVD #1-137, LAKEWOOD, CO 80227, of ADAMS County, and State of COLORADO, (hereinafter "Grantee");

Grantor, for and in consideration of Two Hundred Fifty-Seven Thousand And No/100 dollars (\$257,000.00) the receipt and sufficiency is hereby acknowledged, hereby sells, conveys and confirms unto the Grantee, Grantee's heirs and assigns forever all the real property, together with improvements, if any, situate, lying and being in the County of ADAMS and State of COLORADO, described as follows:

THE EAST 96 FEET OF PLOTS 28 AND 29, BERKELEY GARDENS NUMBER TWO, COUNTY OF ADAMS, STATE OF COLORADO.

also known by street and number as: 3075 W 53rd Ave, Denver, CO 80221

with all its appurtenances and warrants title against all persons claiming under the Grantor, *subject to general taxes for the year 2020, distribution of utility easements, (including cable TV), inclusions of the Property within any special tax district, those specifically described rights of third parties not shown by the public records of which Grantee has actual knowledge and which were accepted by Grantee in accordance with the contract between the parties, any special assessments for improvements that were not installed as of the date of the parties' contract, those specific matters described in Exhibit A attached hereto and incorporated herein by this reference, and* NONE OTHER.

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

After recording:

RETURN TO:
W 53rd LLC, a Colorado Limited Liability Company
3278 S WADSWORTH BLVD #1-137
LAKEWOOD, CO 80227

First Alliance Title | Order 2005-120

Easal LLC

BY: 

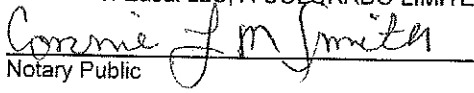
Tom Spaeth
Managing Member

STATE OF COLORADO

COUNTY OF Jefferson

)
) ss.
)

The foregoing instrument was acknowledged before me this 16th day of June, 2020 by Tom Spaeth, Managing Member of Easal LLC, A COLORADO LIMITED LIABILITY COMPANY.


Notary Public

My commission expires 5-17-2022

Connie LM Smith
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184021040
MY COMMISSION EXPIRES 05/17/2022

Adams County Residential Property Profile

Parcel Number: 0182517208009

<u>Owners Name and Address:</u>	<u>Property Address:</u>
W 53RD LLC 3278 S WADSWORTH BLVD STE 1-137 LAKEWOOD CO 80227-5028	

Account Summary

Legal Description

SUB:BERKELEY GARDENS NUMBER TWO DESC: E 96 FT OF PLOT 29 AND E 96 FT OF PLOT 28

Subdivision Plat

BERKELEY GARDENS

Account Summary

Account Numbers	Date Added	Tax District	Mill Levy
R0104975	On or Before 01/01/1996	<u>480</u>	123.003

Permits

Permit Cases

PRE2016-00050
PRE2017-00119
PRE2020-00050
VIO2005-46304
VIO2021-00078

Sales Summary

Sale Date	Sale Price	Deed Type	Reception Number	Book	Page	Grantor	Grantee	Doc. Fee	Doc. Date
10/20/2005	\$10.00	PRD	2005001169990	2005	1024	CRAMM LAIL M	CRAMM WELLMERT C	\$0	10/24/2005
10/24/2005	\$10.00	DTH	2005001169980	2005	1024	MOORE ANNA M AND	CRAMM LAIL M	\$0	10/24/2005
09/07/2006	\$125,000.00	WD	2006000912550	2006	0911	CRAMM WELLMERT C	GERK GEORGE E AND	\$12.5	09/11/2006
10/26/2013	\$25,000.00	QC	2013000096041	2013		GERK GEORGE E AND GERK JEROME M	GERK JEROME M	\$2.5	11/07/2013
06/06/2018	\$525,000.00	BLK	2018000046113			GERK JEROME M	EASAL PROPERTIES LLC	\$52.5	06/07/2018
06/16/2020	\$257,000.00	SWD	2020000055734			EASAL LLC	W 53RD LLC	\$25.7	06/19/2020

Click [here](#) to go to Clerk / Recorder search page

Valuation Summary

Land Valuation Summary

Account Number	Land Type	Unit of Measure	Number of Units	Fire District	School District	Vacant/Improved	Actual Value	Assessed Value
R0104975	Residential	Acres	0.5800	ADAMS COUNTY FIRE PROTECTION DIST	Westminster Public Schools	V	\$118,000.00	\$8,440.00
Land Subtotal:							\$118,000.00	\$8,440.00

Improvements Valuation Summary

Account Number	Actual Value	Assessed Value
R0104975	0	0
Improvements Subtotal:	0	0

Total Property Value	\$118,000.00	\$8,440.00
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Building Summary

NO BUILDING RECORDS FOUND

Tax Summary

Click [here](#) to go to Treasurer's search page

Enterprise Zone Summary

Property within Enterprise Zone

True

Precincts and Legislative Representatives Summary

Precinct

001

Commissioner Representative

Commissioner District	Link to Representative
4	Click Here

State House Representative

House District	Link to Representative
32	Click Here

State Senate Representative

Senate District	Link to Representative
21	Click Here

US Congress Representative

Congressional District	Link to Representative
7	Click Here

Zoning Summary

Zoning Summary

Zoning Authority	Zoning
Adams County	R-2

Note: Data is updated daily. Above data was updated as of: 09/06/21

Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data

Adams County Residential Property Profile

Parcel Number: 0182517208047

<u>Owners Name and Address:</u>	<u>Property Address:</u>
SPAETH TOM 8240 W TENNESSEE AVE LAKEWOOD CO 80226-4336	3075 W 53RD AVE

Account Summary

Legal Description

SUB:BERKELEY GARDENS NUMBER TWO DESC: PT OF PLOTS 28 AND 29 BEG AT PT ON N LN OF PLOT 29 WHENCE NE COR BRS E 96 FT TH S 239/2 FT ON A LN // WITH E LN PLOTS 28 AND 29 TO S LN OF PLOT 28 TH N 64D 58M W 147/7 FT ALG S LN OF PLOT 28 TH N 177 FT ON LN // WITH W LINES OF PLOT 29 AND TO A PT ON N LN OF PLOT 29 TH E 133/5 FT ALG N LN OF SD PLOT TO POB 0/6385A

Subdivision Plat

BERKELEY GARDENS

Account Summary

Account Numbers	Date Added	Tax District	Mill Levy
R0194222	03/27/2018	480	123.003

Permits

Permit Cases

PRE2020-00050
VIO2021-00014

Sales Summary

Sale Date	Sale Price	Deed Type	Reception Number	Book	Page	Grantor	Grantee	Doc. Fee	Doc. Date
06/06/2018	\$525,000.00	BLK	2018000046113			GERK JEROME M	EASAL PROPERTIES LLC	\$52.5	06/07/2018
03/24/2021	\$0	QC	2021000037339			EASAL LLC	SPAETH TOM	\$0	03/26/2021

Click [here](#) to go to Clerk / Recorder search page

Valuation Summary

Land Valuation Summary

Account Number	Land Type	Unit of Measure	Number of Units	Fire District	School District	Vacant/Improved	Actual Value	Assessed Value
R0194222	Residential	Acres	0.6386	ADAMS COUNTY FIRE PROTECTION DIST	Westminster Public Schools	I	\$129,800.00	\$9,280.00
Land Subtotal:							\$129,800.00	\$9,280.00

Improvements Valuation Summary

Account Number	Actual Value	Assessed Value
R0194222	\$222,648.00	\$15,920.00
Improvements Subtotal:	\$222,648.00	\$15,920.00

Total Property Value	\$352,448.00	\$25,200.00
-----------------------------	---------------------	--------------------

Building Summary

Building Number: 1.00

Individual Built As Detail

Built As:	Ranch 1 Story
Year Built:	1922
Building Type:	Residential
Construction Type:	Frame Siding
Built As SQ Ft:	1015
Number of Rooms:	5
Number of Baths:	1.00
Number of Bedrooms:	3
Attached Garage SQ Ft:	
Detached Garage Square Ft:	
Basement SQ Ft:	507
Finished Basement SQ Ft:	

Building Number: 2.00

Individual Built As Detail

Built As:	Ranch 1 Story
Year Built:	1927
Building Type:	Residential
Construction Type:	Frame Siding
Built As SQ Ft:	528
Number of Rooms:	4
Number of Baths:	1.00
Number of Bedrooms:	2
Attached Garage SQ Ft:	
Detached Garage Square Ft:	900
Basement SQ Ft:	
Finished Basement SQ Ft:	

Tax Summary

Click [here](#) to go to Treasurer's search page

Enterprise Zone Summary

Property within Enterprise Zone

True

Precincts and Legislative Representatives Summary

Precinct

001

Commissioner Representative

Commissioner District	Link to Representative
4	Click Here

State House Representative

House District	Link to Representative
32	Click Here

State Senate Representative

Senate District	Link to Representative
21	Click Here

US Congress Representative

Congressional District	Link to Representative
7	Click Here


Zoning Summary

Zoning Summary

Zoning Authority	Zoning
Adams County	R-2

Note: Data is updated daily. Above data was updated as of: 09/06/21

Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data

3075 W 53rd Ave, Denver, CO 80221-6563, Adams County  Expired Listing



Beds N/A	Baths N/A	Sale Price \$257,000	Sale Date 06/16/2020
Bldg Sq Ft N/A	Lot Sq Ft 25,070	Yr Built N/A	Type RES-NEC

OWNER INFORMATION

Owner Name	Spaeth Tom	Mailing ZIP 4	4336
Mailing Address	8240 W Tennessee Ave	Mailing Carrier Route	C061
Mailing City & State	Lakewood, CO	Owner Occupied	No
Mailing Zip	80226		

LOCATION INFORMATION

Property Zip	80221	Census Tract	97.51
Property Zip4	6563	Neighborhood Code	Unincorporated Adams-200
Property Carrier Route	C002	Neighborhood Name (OnBoard)	Regis
School District	Westminster Pub Schl	Township	03S
Elementary School	Hodgkins	Range	68W
Middle School	Scott Carpenter	Section	17
High School	Westminster	Quarter	NW
Subdivision	Berkeley Gardens Two	Lot	28, 29
Zoning	R-2		

TAX INFORMATION

PIN	RC104975	Schedule Number	R0104975
Alternate PIN	1825-17-2-08-009	Tax District	480
Legal Description	SUB:BERKELEY GARDENS NUMBER TWO DESC: E 96 FT OF PLOT 29 AND E 96 FT OF PLOT 28		

ASSESSMENT & TAX

Assessment Year	2021 - Preliminary	2020	2019	2018
Market Value - Land	\$118,000	\$118,000	\$118,000	\$270,000
Market Value - Total	\$118,000	\$118,000	\$118,000	\$270,000
Assessed Value - Land	\$8,440	\$8,440	\$8,440	\$19,440
Assessed Value - Total	\$8,440	\$8,440	\$8,440	\$19,440
YOY Assessed Change (%)	0%	0%	-56.58%	
YOY Assessed Change (\$)	\$0	\$0	-\$11,000	

Tax Year	Total Tax	Change (\$)	Change (%)
2018	\$2,397		
2019	\$1,036	-\$1,361	-56.8%
2020	\$1,038	\$3	0.25%

CHARACTERISTICS

Lot Acres	0.5755	Land Use - CoreLogic	Residential (NEC)
Lot Sq Ft	25,070	Garage Capacity	MLS: 2
Land Use - County	Vac Resid Assessed		

SELL SCORE

Rating	Moderate	Value As Of	2021-08-13 23:24:32
Sell Score	508		

ESTIMATED VALUE

RealAVM™	\$330,900	Confidence Score	70
RealAVM™ Range	\$317,664 - \$344,136	Forecast Standard Deviation	4
Value As Of	08/26/2021		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

(2) The Confidence Score is a measure of the extent to which sales data, property information, and comparable sales support the property valuation analysis process. The confidence score range is 90 - 100. Clear and consistent quality and quantity of data drive higher confidence scores while lower confidence scores indicate diversity in data, lower quality and quantity of data, and/or limited similarity of the subject property to comparable sales.

(3) The FSD denotes confidence in an AVM estimate and uses a consistent scale and meaning to generate a standardized confidence metric. The FSD is a statistic that measures the likely range or dispersion an AVM estimate will fall within, based on the consistency of the information available to the AVM at the time of estimation. The FSD can be used to create confidence that the true value has a statistical degree of certainty.

LISTING INFORMATION

MLS Listing Id	8641479		MLS Current Price	\$595,000
MLS Days On Market	5		MLS Original List Price	\$595,000
MLS Source	REcolorado		MLS Listing Contract Date	06/08/2016
MLS Status	Expired		MLS List Office Name	NOSTALGIC HOMES
MLS Status Change Date	10/10/2016		MLS List Agent Full Name	003516-Jennifer Apel

MLS Listing #	3367341	7259845	2060231	1667240
MLS Source History	REcolorado	REcolorado	REcolorado	REcolorado
MLS Status	Expired	Expired	Expired	Expired
MLS Listing Price	\$595,000	\$594,000	\$399,000	\$195,000
MLS Orig Listing Price	\$595,000	\$594,000	\$399,000	\$195,000
MLS Listing Date	06/08/2016	07/29/2015	01/23/2015	01/21/2015
MLS Listing Expiration Date	09/29/2016	10/31/2015	07/29/2015	07/29/2015

LAST MARKET SALE & SALES HISTORY

Sale Date	06/16/2020		Deed Type	Special Warranty Deed	
Sale Price	\$257,000		Owner Name	Spaeth Tom	
Document Number	55734		Seller	Easal LLC	

Sale Date	03/24/2021	06/16/2020	06/06/2018	10/26/2013	10/26/2013
Sale Price		\$257,000	\$525,000	\$25,000	
Nominal	Y				Y
Buyer	Spaeth Tom	W 53rd LLC	Easal Properties LLC	Gerk Jerome M	Gerk Jerome M
Buyer					
Seller	Easal Properties LLC	Easal LLC	Gerk Jerome M	Gerk George E	Gerk George E
Document Number	37339	55734	46113	96041	96040
Document Type	Quit Claim Deed	Special Warranty Deed	Warranty Deed	Quit Claim Deed	Quit Claim Deed
Title Company			Chicago Title Co	Attorney Only	Attorney Only

Sale Date	03/18/2008		03/09/2008	09/07/2006	
Sale Price				\$125,000	
Nominal	Y		Y		
Buyer	Gerk Jerome M		Gerk George E	Gerk George E	
Buyer				Gerk Jerome M	
Seller	Gerk George E		Gerk George E	Cramm Wellmert C	
Document Number	23074		20799	912550	
Document Type	Special Warranty Deed		Special Warranty Deed	Warranty Deed	
Title Company				Legacy Title & Escrow Inc	

MORTGAGE HISTORY

Mortgage Date	03/26/2021	06/07/2018	06/07/2018	05/06/2010	05/31/2006
Mortgage Amount	\$482,500	\$75,000	\$495,000	\$126,000	\$150,000
Mortgage Lender	Home Pt Fin'l Corp			White Crown Fcu	Fieldstone Mtg Co
Borrower	Spaeth Tom	Easal LLC	Easal Properties LLC	Gerk Jerome M	Gerk Jerome M
Mortgage Type	Conventional		Private Party Lender	Conventional	Conventional
Mortgage Purpose	Nominal	Construction	Resale	Refi	Refi
Mortgage Int Rate			9		9.6
Mortgage Int Rate Type					Adjustable Int Rate Loan
Mortgage Term	30	1		10	30
Mortgage Term	Years	Years		Years	Years
Title Company					Land Title Guarantee

Mortgage Date			09/03/1997		
Mortgage Amount			\$135,000		
Mortgage Lender					
Borrower			Nbg Spirit Corp		
Mortgage Type			Private Party Lender		
Mortgage Purpose			Refi		
Mortgage Int Rate					

Property Details Courtesy of Kimberly Leasen, REcolorado

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Generated on: 09/01/21

Page 2/3

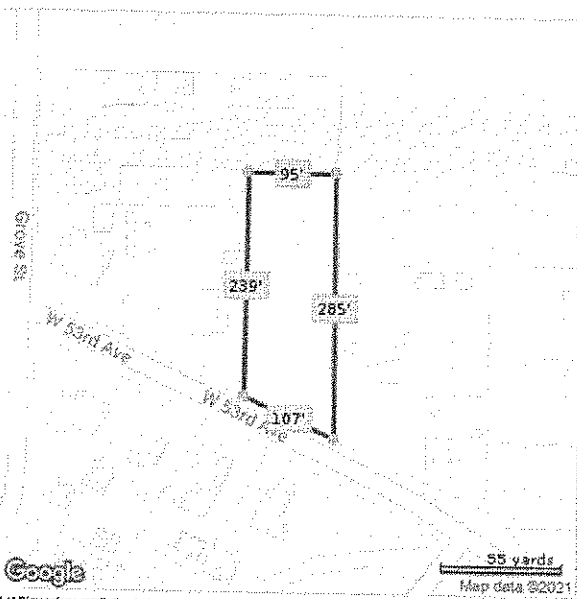
Mortgage Int Rate Type

Mortgage Term

Mortgage Term

Title Company

PROPERTY MAP



Google

*Lot Dimensions are Estimated



Google



FIRST ALLIANCE
— TITLE —

OWNER AND ENCUMBRANCE REPORT

Effective Date: 8/26/2021

Legal Description: The North 40 feet of the West 90 feet of Plot 29 and all of Plat 30, except the North 70 feet of the West 168 feet of said Plat, Berkeley Gardens Number Two, County of Adams, State of Colorado.

Street Address: 5320 Grove St, Denver, CO 80221

Parcel: R0104986

Owner(s) of record: Jerome M. Gerk

DOCUMENT HISTORY

DOCUMENT TYPE RECORDED RECEPTION BOOK PAGE NOTES

DOCUMENT TYPE	RECORDED	RECEPTION	BOOK	PAGE	NOTES
1. WD	01/15/2019	2019000003459			

REPORT COMMENTS: Property appears free and clear.

The liability hereunder is specifically limited to the amount paid for this product.

This search is not to be construed as an opinion of title and no attempt is made to pass upon the sufficiency of any instrument shown above or as to marketability of title.

2755 S. Locust St. #255 Denver, CO 80222 • Phone: 303-558-6623 • Fax: 720-465-6886 • www.FirstAllianceTitle.com

WARRANTY DEED

THIS DEED, made this 11th day of January, 2019, between George Eugene Gerk Living Trust of the County of Adams and State of Colorado,

grantor(s), and Jerome M. Gerk

whose legal address is 5320 Grove St, Denver, CO 80221

of the County of Adams and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of **THREE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$390,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, **Tenants in Common**, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

The North 40 feet of the West 90 feet of Plot 29 and all of Plat 30, except the North 70 feet of the West 168 feet of said Plat, Berkeley Gardens Number Two, County of Adams, State of Colorado.

also known by street and number as: 5320 Grove St, Denver, CO 80221

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

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

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

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

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.
George Eugene Gerk Living Trust

BY: 
Michelle T. Barcelon, Successor Trustee

5320 Grove St, Denver, CO 80221-6544, Adams County



Beds 3	Baths 1	Sale Price \$390,000	Sale Date 01/11/2019
Bldg Sq Ft 1,032	Lot Sq Ft 23,690	Yr Built 1925	Type SFR

OWNER INFORMATION

Owner Name	Gerk Jerome M	Mailing ZIP 4	6544
Mailing Address	5320 Grove St	Mailing Carrier Route	C002
Mailing City & State	Denver, CO	Owner Occupied	Yes
Mailing Zip	80221		

LOCATION INFORMATION

Property Zip	80221	Census Tract	97.51
Property Zip4	6544	Neighborhood Code	Unincorporated Adams-200
Property Carrier Route	C002	Neighborhood Name (OnBoard)	Regis
School District	Westminster Pub Schl	Township	03S
Elementary School	Hodgkins	Range	68W
Middle School	Scott Carpenter	Section	17
High School	Westminster	Quarter	NW
Subdivision	Berkeley Gardens Two	Lot	29, 30
Zoning	R-2		

TAX INFORMATION

PIN	R0104986	% Improved	67%
Alternate PIN	1825-17-2-08-033	Tax District	480
Schedule Number	R0104986		
Legal Description	SUB:BERKELEY GARDENS NUMB ER TWO DESC: N 40 FT OF W 90 FT OF PLOT 29 AND ALL PLOT 30 E XC N 70 FT OF W 166 FT SD PLOT		

ASSESSMENT & TAX

Assessment Year	2021 - Preliminary	2020	2019	2018
Market Value - Land	\$118,000	\$118,000	\$118,000	\$90,000
Market Value - Improved	\$342,337	\$240,240	\$240,240	\$240,240
Market Value - Total	\$460,337	\$358,240	\$358,240	\$330,240
Assessed Value - Land	\$8,440	\$8,440	\$8,440	\$6,480
Assessed Value - Improved	\$24,480	\$17,180	\$17,180	\$17,300
Assessed Value - Total	\$32,920	\$25,620	\$25,620	\$23,780
YOY Assessed Change (%)	28.49%	0%	7.74%	
YOY Assessed Change (\$)	\$7,300	\$0	\$1,840	

Tax Year	Total Tax	Change (\$)	Change (%)
2018	\$2,044		
2019	\$3,143	\$1,099	53.76%
2020	\$3,151	\$8	0.25%

CHARACTERISTICS

Lot Acres	0.5438	Baths - Total	1
Lot Sq Ft	23,690	Baths - Full	1
Land Use - County	Single Family Resid	Stories	1
Land Use - CoreLogic	SFR	Fireplace	Y
Building Type	Residential	Fireplaces	1
Style	Ranch	Cooling Type	Central
Year Built	1925	Heat Type	Forced Air
Bldg Sq Ft - Above Ground	1,032	Garage Type	Detached Garage
Bldg Sq Ft - Total	1,032	Garage Sq Ft	1,263
Bldg Sq Ft - Finished	1,032	Roof Material	Composition Shingle
Bldg Sq Ft - 1st Floor	1,032	Construction	Frame
# Buildings	1	Exterior	Frame/Vinyl
Total Rooms	5	Quality	Fair
Bedrooms	3	Equipment	Whe, Ssk

FEATURES

Feature Type	Size/Qty
Allowance	1
Hvac-Fireplace-Single Story	1
Encl Solid Wall	210
Detached Garage	1,263
Yd. Imps.-Shed Frame	876
Solid Wall	120
Water Heater	1
Bath 4	1
Laundry Facility	1
Sink Standard	1
Building Description	Building Size
Single Family	1

SELL SCORE

Rating	Low	Value As Of	2021-08-13 23:24:34
Sell Score	475		

ESTIMATED VALUE

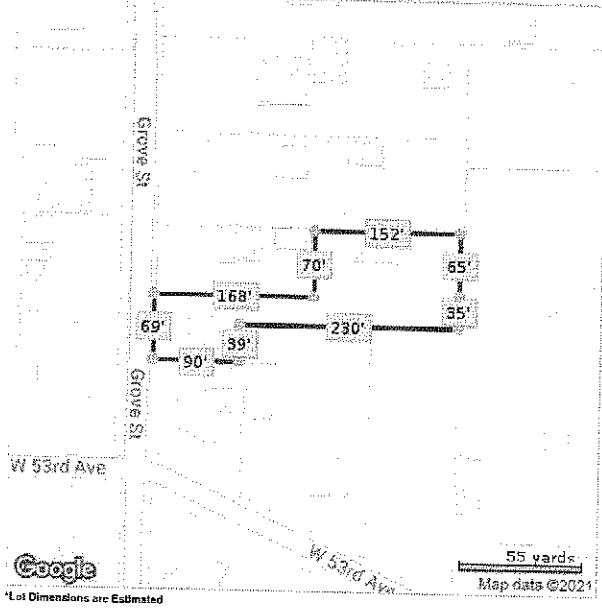
RealAVM™	\$455,600	Confidence Score	60
RealAVM™ Range	\$396,372 - \$514,828	Forecast Standard Deviation	13
Value As Of	08/26/2021		

- (1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.
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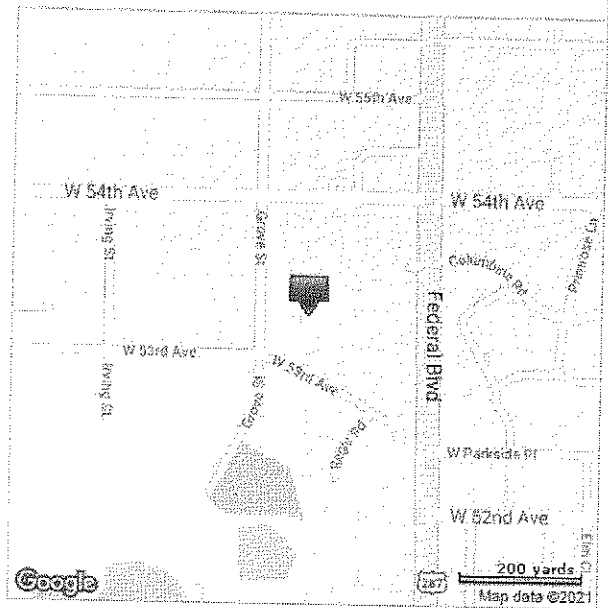
LAST MARKET SALE & SALES HISTORY

Sale Date	01/11/2019	Deed Type	Warranty Deed
Sale Price	\$390,000	Owner Name	Gerk Jerome M
Price per SqFt - Finished	\$377.91	Seller	Gerk George E Living Trust
Document Number	3459		
Sale Date	01/11/2019	06/23/2008	
Sale Price	\$390,000		\$23,000
Nominal		Y	
Buyer	Gerk Jerome M	Gerk George E Living Trust	Gerk George E
Seller	Gerk George E Living Trust	Gerk George E	
Document Number	3459	51844	
Document Type	Warranty Deed	Special Warranty Deed	Deed (Reg)
Title Company	Unified Title Co	Attorney Only	

PROPERTY MAP



*Lot Dimensions are Estimated



5320 Grove St, Denver, CO 80221-6544, Adams County



Beds 3	Baths 1	Sale Price \$390,000	Sale Date 01/11/2019
Bldg Sq Ft 1,032	Lot Sq Ft 23,690	Yr Built 1925	Type SFR

OWNER INFORMATION

Owner Name	Gerk Jerome M	Mailing ZIP 4	6544
Mailing Address	5320 Grove St	Mailing Carrier Route	C002
Mailing City & State	Denver, CO	Owner Occupied	Yes
Mailing Zip	80221		

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Elementary School	Hodgkins	Range	68W
Middle School	Scott Carpenter	Section	17
High School	Westminster	Quarter	NW
Subdivision	Berkeley Gardens Two	Lot	29, 30
Zoning	R-2		

TAX INFORMATION

PIN	R0104986	% Improved	67%
Alternate PIN	1825-17-2-08-033	Tax District	480
Schedule Number	R0104986		
Legal Description	SUB-BERKELEY GARDENS NUMBER TWO DESCR: N 40 FT OF W 80 FT OF PLOT 29 AND ALL PLOT 30 EXC N 70 FT OF W 166 FT SD PLOT		

ASSESSMENT & TAX

Assessment Year	2021 - Preliminary	2020	2019	2018
Market Value - Land	\$118,000	\$118,000	\$118,000	\$90,000
Market Value - Improved	\$342,337	\$240,240	\$240,240	\$240,240
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CHARACTERISTICS

Lot Acres	0.5438	Baths - Total	1
Lot Sq Ft	23,690	Baths - Full	1
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Land Use - CoreLogic	SFR	Fireplace	Y
Building Type	Residential	Fireplaces	1
Style	Ranch	Cooling Type	Central
Year Built	1925	Heat Type	Forced Air
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Bldg Sq Ft - Finished	1,032	Roof Material	Composition Shingle
Bldg Sq Ft - 1st Floor	1,032	Construction	Frame
# Buildings	1	Exterior	Frame/Vinyl
Total Rooms	5	Quality	Fair
Bedrooms	3	Equipment	Whe, Ssk

Property Details Courtesy of Kimberly Leach, REcolorado

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Generated on: 09/01/21
Page 1/3

FEATURES	
Feature Type	Size/Qty
Allowance	1
Hvac-Fireplace-Single Story	1
Encl Solid Wall	210
Detached Garage	1,263
Yd. Imps.-Shed Frame	876
Solid Wall	120
Water Heater	1
Bath 4	1
Laundry Facility	1
Sink Standard	1

Building Description	Building Size
Single Family	1

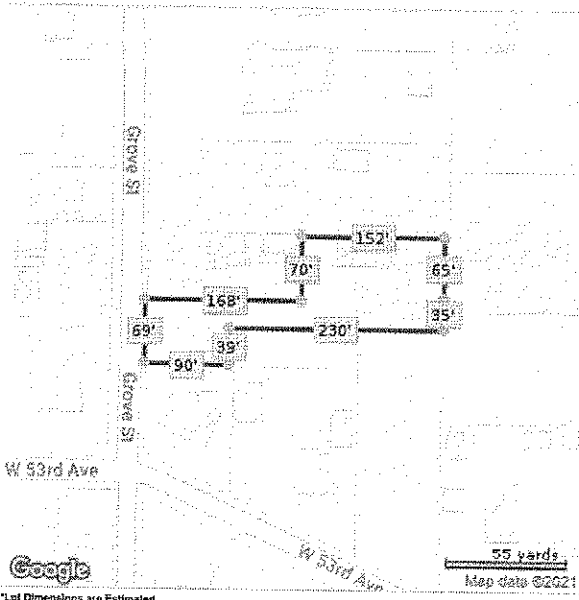
SELL SCORE			
Rating	Low	Value As Of	2021-08-13 23:24:34
Sell Score	475		

ESTIMATED VALUE			
RealAVM™	\$455,600	Confidence Score	60
RealAVM™ Range	\$396,372 - \$514,828	Forecast Standard Deviation	13
Value As Of	08/26/2021		

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LAST MARKET SALE & SALES HISTORY			
Sale Date	01/11/2019	Deed Type	Warranty Deed
Sale Price	\$390,000	Owner Name	Gerk Jerome M
Price per SqFt - Finished	\$377.91	Seller	Gerk George E Living Trust
Document Number	3459		
Sale Date	01/11/2019	06/23/2008	
Sale Price	\$390,000		\$23,000
Nominal		Y	
Buyer	Gerk Jerome M	Gerk George E Living Trust	Gerk George E
Seller	Gerk George E Living Trust	Gerk George E	
Document Number	3459	51844	
Document Type	Warranty Deed	Special Warranty Deed	Deed (Reg)
Title Company	Unified Title Co	Attorney Only	

PROPERTY MAP



*Lot Dimensions are Estimated



FIRST ALLIANCE TITLE

OWNER AND ENCUMBRANCE REPORT

Effective Date: 8/26/2021

Legal Description: The North 40 feet of the West 90 feet of Plot 29 and all of Plat 30, except the North 70 feet of the West 168 feet of said Plat, Berkeley Gardens Number Two, County of Adams, State of Colorado.

Street Address: 5320 Grove St, Denver, CO 80221

Parcel: R0104986

Owner(s) of record: Jerome M. Gerk

DOCUMENT HISTORY

DOCUMENT TYPE RECORDED RECEPTION BOOK PAGE NOTES

1. WD	01/15/2019	2019000003459			
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REPORT COMMENTS: Property appears free and clear.

The liability hereunder is specifically limited to the amount paid for this product.
This search is not to be construed as an opinion of title and no attempt is made to pass upon the sufficiency of any instrument shown above or as to marketability of title.

2755 S. Locust St. #255 Denver, CO 80222 • Phone: 303-558-6623 • Fax: 720-465-6886 • www.FirstAllianceTitle.com

Electronically Recorded RECEPTION#: 2019000003459,
1/15/2019 at 8:05 AM, 1 OF 1,
REC: \$13.00 DocStamp: \$39.00
TD Pgs: 2 Josh Zygielbaum, Adams County, CO.

WARRANTY DEED

THIS DEED, made this 11th day of January, 2019, between George Eugene Gerk Living Trust of the County of Adams and State of Colorado,

grantor(s), and Jerome M. Gerk

whose legal address is 5320 Grove St, Denver, CO 80221

of the County of Adams and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of THREE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$390,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, Tenants in Common, all the real property, together with improvements, if any, situate, lying and being in the County of Adams and State of Colorado, described as follows:

The North 40 feet of the West 90 feet of Plot 29 and all of Plat 30, except the North 70 feet of the West 168 feet of said Plat, Berkeley Gardens Number Two, County of Adams, State of Colorado.

also known by street and number as: 5320 Grove St, Denver, CO 80221

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

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

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

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

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.
George Eugene Gerk Living Trust

BY: 
Michelle T. Barcelon, Successor Trustee

State of Colorado }
T. } ss.

County Of ~~Denver~~ *Jefferson* } ss.

The foregoing instrument was acknowledged before me this January 11, 2019, by George Eugene Gerk Living Trust By: Michelle T. Barcelon, Successor Trustee

~~My Commission expires~~

MELISSA D. COYLE
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20184018759
 MY COMMISSION EXPIRES MAY 1, 2022

Witness my hand and official seal.

[Signature]

 Notary Public

Doc Fee: \$39.00
 Buyers Forwarding Address for Recorded documents is:
 Property Address 5320 Grove St, Denver, CO 80221

WARRANTY DEED (To Joint Tenants)

File # 63159UTC



January 9, 2019
10:22 AM

Denver Water Status for 3075 W 53rd Ave, Denver, CO 80221

Customer Care <customer@denverwater.org>

Tue 9/7/2021 1:23 PM

To: info easalproperties.com <info@easalproperties.com>



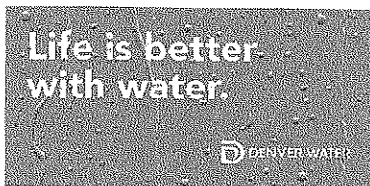
Good Afternoon Jan,

Thank you for contacting Denver Water for the Service Status for 3075 W 53rd Ave, Denver, CO 80221. We are showing Denver Water services this property for Water only. Sewer services should be provided by Berkley Water and Sanitation District.

If you have additional questions or concerns, please contact us at 303-893-2444. We are available weekdays from 7:30 a.m. to 5:30 p.m. and are happy to assist you.

Best regards,

Tiffany O'Brien | Sr. Customer Care Representative
Denver Water | t: 303-893-2444
denverwater.org | denverwater.org/TAP



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

9/7/2021

Easal Properties
ATTN: Tom Spath
3278 S Wadsworth Blvd #1-137
Lakewood, CO 80227

Re: 3075 W. 53rd Ave., Denver, CO 80221
Availability of sanitary sewer services

Dear Mr. Spath:

This conditional will serve letter confirms that Berkeley Water and Sanitation District ("District") has the capacity to provide sewer services to above described property (the "Property"), under the following terms and conditions:

1. If any of these conditions are not met, this "will serve" letter will be rescinded and the appropriate parties will be notified that the District can no longer provide sewer service to this property.
2. The District owns an 8" sewer main in W. 53rd Ave. The property owner may be required to install sewer main extensions, feeding into this present system, to facilitate development, depending upon design.
3. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of any sewer service lines or tapping into any District sewer mains.
4. If a property is removing existing structures, the existing sewer service line(s) must be capped or plugged at the sewer main prior to demolition. The District must be called to observe and inspect this action before further construction begins.
5. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the District. The District may require a review deposit for District costs, including engineering and legal reviews, contract development, construction, observation and

inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

6. If the extension of sewer mains is required, the District's engineering firm must review and approve the designs. The District's review and approval of the construction contract for the extension is also required before the work can commence. A contract must be developed, appropriate Certificates of Insurance presented, and Warranty and Performance Bonds must be posted. In addition, the property owner will be required to dedicate easements for any public improvements.

7. The design specifications for the Project must comply with the District's Rules and Regulations, Adams County Fire Protection District regulations, and Adams County regulations. All sewer service will be subject to the District's Rules and Regulations.

8. Sewer tap fees will be payable to the District, which also collects Metro Wastewater's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.

9. No representations are made regarding the availability of water service to the Property.

To reiterate, all costs incurred by the District and fees charged by the District, including without limitation tap fees, review costs, contract development, construction, observation and inspections, are the responsibility of the property owner as a condition of receipt of sewer service. If expenses are incurred and no payment is made, no taps will be issued and a lien will be placed against the property until paid per the District's Rules and Regulations and current Fee Schedule.

This conditional will serve letter is valid through September 7, 2022. If tap fees are not paid by that date, this agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,



BERKELEY WATER AND SANITATION DISTRICT



Public Service Company of Colorado d/b/a Xcel Energy
P.O. Box 8
Eau Claire, WI 54702-0008
1-800-895-4999 TDD 1-800-895-4949

SOD01-1-1

AB 01 001407 54501 B 5 C



CURRENT RESIDENT
3075 W 53RD AVE
DENVER, CO 80221-6563

August 04, 2020

Service Address: 3075 W 53rd Ave
Denver, CO 80221-6563

RE: Important Notice

Dear Current Resident,

Our information system shows that we have no responsible party to bill energy service to at the address listed above.

Please contact our Customer Service Department immediately if you wish to continue service at this address. If we do not receive a reply within 10 days from the date of notification, the energy service may be discontinued. If we discontinue service, it could be up to 48 hours to have your service restored.

Thank you for your prompt attention to this matter. If you have any questions, please call our Customer Service Department at the number at the top of this letter, and from the main menu, select option 3 to start or stop service.

Customer Service Department

Estimado usuario,

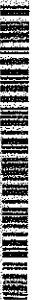
Nuestro sistema de información indica que no contamos con una parte responsable a quien facturar el servicio eléctrico correspondiente a la dirección arriba mencionada.

Le agradecemos comunicarse a la brevedad con el servicio de atención al cliente si desea continuar con el suministro del servicio en esta dirección. En caso de no recibir respuesta dentro de los próximos 10 días a partir de la fecha de notificación, se podría proceder a desconectar el servicio de energía. Si desconectamos el servicio, el restablecimiento del mismo podría tomar hasta 48 horas.

Desde ya, agradecemos regularizar esta situación a la brevedad. Si tiene preguntas, llame a nuestro departamento de servicio de atención al cliente al número que aparece en el encabezado de esta carta y en el menú principal, seleccione la opción 3 para iniciar o dar de baja el servicio.

Departamento de servicio de atención al cliente

08/04/20



Legal Description

1) Parcel 0182517208047

Part of Plots 28 and 29, Berkeley Gardens Number Two, described as follows: Beginning at a point on the North line of Plot 29 whence the Northeast corner thereof bears East 96.00 feet; Thence South $0^{\circ}14'$ East 239.2 feet on a line parallel with the East line of Plots 29 and 28 to the South line of Plot 28; Thence North $64^{\circ}58'$ West 147.7 feet along the South line of Plot 28; Thence North 177.0 feet on a line parallel with the West line of Plot 29 and to a point on the North line Plot 29; Thence East 133.5 feet along the North line of said Plot to the point of beginning, County of Adams, State of Colorado.

Street Address: 3075 W 53rd Avenue, Denver, CO 80221

Account: R0194222

2) Parcel 0182517208009

The East 96 feet of Plots 28 and 29, Berkeley Gardens Number Two, County of Adams, State of Colorado.

Street Address: 3075 W 53rd Ave, Denver, CO 80221

Account: R0104975

3) Parcel 018251720833

The North 40 feet of the West 90 feet of Plot 29 and all of Plat 30, except the North 70 feet of the West 168 feet of said Plat, Berkeley Gardens Number Two, County of Adams, State of Colorado.

Street Address: 5320 Grove St, Denver, CO 80221

Account: R0104986



Statement Of Taxes Due

Account Number R0194222

Parcel 0182517208047

Assessed To

SPAETH TOM
3278 S WADSWORTH BLVD # 1-137
LAKEWOOD, CO 80227-5028

Legal Description

Situs Address

SUB BERKELEY GARDENS NUMBER TWO DESC. PT OF PLOTS 28 AND 29 BEG AT PT ON N LN OF PLOT 29 WHENCE NE COR BKS E 96 FT TH S 239/2 FT ON A LN // WITH E LN PLOTS 28 AND 29 TO S LN OF PLOT 28 TH N 64D 58M W 147/7 FT ALG S LN OF PLOT 28 TH N 177 FT ON LN // WITH W LINES OF PLOT 29 AND TO A PT ON N LN... Additional Legal on File

3075 W 53RD AVE

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$4,232.42	\$0.00	\$0.00	(\$4,232.42)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 07/18/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 480 - 480

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$133.41	RES IMPRV LAND	\$129,800	\$7,900
BERKELEY WATER & SANITATION	2.4220000*	\$88.45	SINGLE FAMILY RES	\$470,200	\$28,620
ADAMS COUNTY FIRE PROTECTIO GENERAL	17.4390000 22.7110000	\$636.87 \$829.40	Total	\$600,000	\$36,520
HYLAND HILLS PARK & RECREAT RETIREMENT	5.0990000 0.3140000	\$186.22 \$11.47			
ROAD/BRIDGE	1.3000000	\$47.48			
DEVELOPMENTALLY DISABLED	0.2570000	\$9.39			
SD 50 BOND (Westminster)	7.4910000	\$273.57			
SD 50 GENERAL (Westminster)	51.9540000	\$1,897.36			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$3.65			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$32.87			
SOCIAL SERVICES	2.2530000	\$82.28			
Taxes Billed 2023	115.8930000	\$4,232.42			

* Credit Levy

Tax amounts are subject to change due to endorsement, advertising, or fees.
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer & Public Trustee
4430 S Adams County Parkway, Suite W1000
Brighton, CO 80601
720-523-6160



Statement Of Taxes Due

Account Number R0194222

Parcel 0182517208047

Assessed To

SPAETH TOM
3278 S WADSWORTH BLVD # 1-137
LAKEWOOD, CO 80227-5028

Legal Description

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Adams County Treasurer & Public Trustee
4430 S Adams County Parkway, Suite W1000
Brighton, CO 80601
720-523-6160



Statement Of Taxes Due

Account Number R0104986
Assessed To

Parcel 0182517208033
GERK JEROME M
5320 GROVE ST
DENVER, CO 80221-6544

Legal Description

Situs Address

SUB:BERKELEY GARDENS NUMBER TWO DESC: N 40 FT OF W 90 FT OF PLOT 29 AND ALL PLOT 30 EXC N 70 FT OF W 168 FT SD PLOT 5320 GROVE ST

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$4,022.66	\$0.00	\$0.00	(\$4,022.66)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 07/18/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 480 - 480

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$126.80	RES IMPRV LAND	\$118,000	\$7,150
BERKELEY WATER & SANITATION	2.4220000*	\$84.07	SINGLE FAMILY RES	\$455,000	\$27,560
ADAMS COUNTY FIRE PROTECTIO	17.4390000	\$605.31	Total	\$573,000	\$34,710
GENERAL	22.7110000	\$788.30			
HYLAND HILLS PARK & RECREAT	5.0990000	\$176.99			
RETIREMENT	0.3140000	\$10.90			
ROAD/BRIDGE	1.3000000	\$45.12			
DEVELOPMENTALLY DISABLED	0.2570000	\$8.92			
SD 50 BOND (Westminster)	7.4910000	\$260.01			
SD 50 GENERAL (Westminster)	51.9540000	\$1,803.33			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$3.47			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$31.24			
SOCIAL SERVICES	2.2530000	\$78.20			
Taxes Billed 2023	115.8930000	\$4,022.66			
* Credit Levy					

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Adams County Treasurer & Public Trustee
4430 S Adams County Parkway, Suite W1000
Brighton, CO 80601
720-523-6160

Exhibit A - Legal Description

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Street Address: 5320 Grove St, Denver, CO 80221

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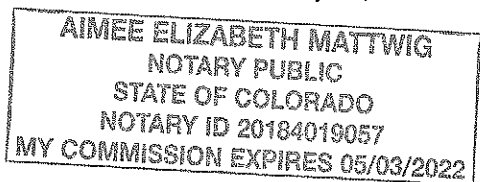
STATE OF COLORADO)
)
COUNTY OF ADAMS)

Subscribed and sworn to before me this 12 day of October, 2021, by
Thomas Spaeth.

Witness my hand and official seal.

My Commission expires: 05/03/2022

Aimee Mattwig
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.

Exhibit A - Legal Description

1) Parcel 0182517208047

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ENGINEERING REVIEW

Transmittal Items

Primary Mandatory Items

- 1. Engineering Review Universal Application
- 2. Review fee (refer to fee schedule)
- 3. Construction plans/documents (2 copies)
- 4. Drainage Report* (2 copies)
- 5. Traffic Impact Study* (2 copies)

All construction documents must be stamped and signed by a Licensed Professional Engineer (PE) prior to submittal.

*Contact Community & Economic Development - Engineering Review to determine if this item is required.



Engineering Review Application

Application Type:

<input checked="" type="checkbox"/> Construction Documents	<input type="checkbox"/> Subdivision
<input checked="" type="checkbox"/> Erosion and Sediment Control Plans	<input type="checkbox"/> Other _____

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#:

APPLICANT

Name(s): Company:
Address:
City, State, Zip:
Phone #: Email:

OWNER

Name(s): Phone #:
Address:
City, State, Zip:
2nd Phone #: Email:

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

Name: Company:
Address:
City, State, Zip:
Phone #: Email:

DESCRIPTION OF SITE

Address:	3075 W. 53rd Ave and 5320 Grove Street
City, State, Zip:	Denver, CO 80221
Area (acres or square feet):	1.76
Tax Assessor Parcel Number	182517208033; 182517208047; 182517208009
Existing Zoning:	R-2
Existing Land Use:	Residential
Proposed Land Use:	Residential

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