Community & Economic Development Department

adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218

phone 720.523.6800

EMAIL epermitcenter@adcogov.org

# **Request for Comments**

Case Name: Project Number:

Transwest Canopy Variances PRA2024-00004

August 20, 2024

The Adams County Board of Adjustment is requesting comments on the following applications: **1.** Variance to allow a structure to be located two (2) feet from a side corner property line where the minimum required setback is twenty-five (25) feet; 2. Variance to allow a structure to be located two (2) feet from an arterial right-of-way and front property line where the minimum required is seventy-five (75) feet; 3. Variance to allow a structure to be located two (2) feet from a side property line where the minimum required setback is five (5) feet; Variance to allow a structure to be located seven (7) feet from a rear property line where the minimum required setback is fifteen (15) feet. The site is designated with Industrial-2 zoning, and is affected by the Mineral Conservation Overlay District. This request is located at 7911 East 96th Avenue. The Assessor's Parcel Number is 0172116302001.

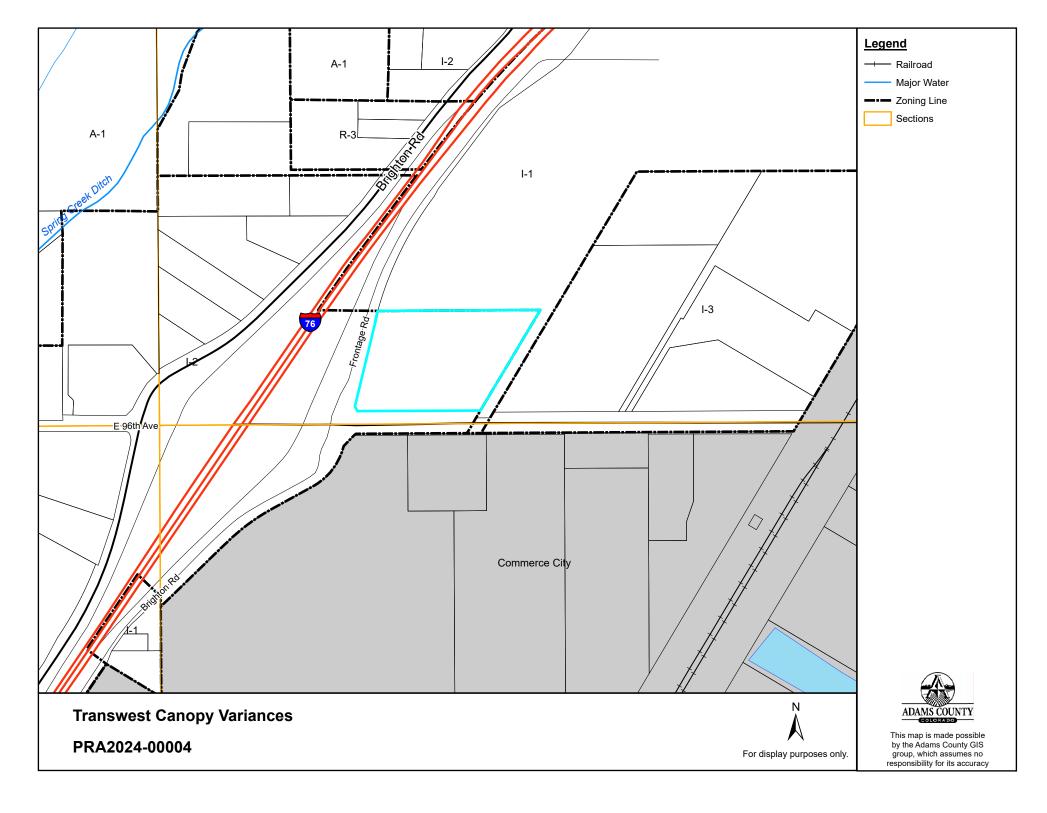
Owner Information:	GEP Investments, Inc.
	20770 E I-76 Frontage Rd
	Brighton, CO 80603

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601; or call (720) 523-6800 by September 11, 2024, in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/current-land-use-cases.

Thank you for your review of this case.

Greg Barnes Planner - Principal





July 26, 2024

Community & Economic Development Department Planning & Development 4430 S. Adams County Pkwy., 1<sup>st</sup> Floor, Suite W2000B Brighton, CO 80601

To Whom it May Concern:

Please accept this letter as our Written Narrative for Variance Request. GEP Investments, Inc., is the property owner of 7911 E. 96<sup>th</sup> Ave in Henderson, Colorado. Transwest GMC is the tenant at this facility and has been operating a GMC & Isuzu dealership at this location since 2000. Due to the increased frequency of major hailstorms in Colorado, we have been instructed by our insurance carriers to install hail canopy protection at this location. The hail protection canopies we are proposing will also include renewable energy, solar component. Please see our comments below as to why we are seeking a variance to setbacks.

- 1. Which dimensional standard(s), performance standard(s), or physical requirement(s) cannot be met?
  - a. The property cannot be reasonably developed in conformity of the regulations.
  - b. The property owner is being deprived of a right that's commonly enjoyed by other lots in the same zone district.
  - c. The variance doesn't give a special privilege to the applicant.
  - d. The circumstances that cause the need for a variance are not self-imposed.
  - e. The proposal is harmonious with the neighborhood and compatible with the purpose of the regulations.
  - f. The public good and safety is not impaired
  - g. The proposed use is allowed in the zone district and doesn't further a non-conforming use.
- 2. Why are you unable to meet this standard?
  - a. We are required by our insurance carrier to install hail protection at this automotive dealership to cover 100% of our inventory. The only way to get 100% coverage is if we cover all parking space areas in the front open lot areas. We have considered all options for canopy locations away from the setbacks but have determined the only way to get 100% coverage is with the layout in the Site Plan attached. The Fire Department requires 20ft driving lanes which also limits where we can place canopies.
  - b. Although we couldn't locate other automotive dealerships in the same zone district as ours, there are a few other dealerships in the County that have hail protection canopies with little or no setbacks. Again, these locations are in the County but not under the County's building jurisdiction, however these hail canopies are becoming very common amongst dealerships and along the entire Colorado Front Range.
  - c. Hail canopy protection is becoming increasingly popular and common in Colorado. Our proposed canopies have been installed at multiple locations in Colorado and the United States. The design we are proposing is designed, engineered, and installed by VPS who have installed the same type of canopies throughout the State. We will not be



benefiting financially from the proposed hail canopies. The only goal it so keep insurance coverage on our inventory.

- d. Due to the increasing frequency of major hailstorms in Colorado, many insurance carriers have already pulled out of this market, leaving only a few left that are willing to provide coverage for automotive inventory. We have seen our insurance rates increase over 100% in the last seven years due to hailstorms and claims. Two major hailstorms have hit this location, one in 2018 and another in May of 2024. The total damage between the two storms totaled just over \$3.5MM. Due to the increasing severity and frequency of hailstorms in Colorado, we must install hail protection canopies, or we will be dropped by our insurance carrier. We are talking to other carriers, but the rates and deductible structures are coming back unfavorably.
- e. This property and surrounding properties are zoned I-2. This is an industrial area but the hail canopies fit well with the area. We have installed these canopies at five other locations so far and they are very well designed, present very well, and enhance the look of the property. The proposed locations of the canopies within the setbacks will not obstruct the views of the neighboring businesses or traffic flow.
- f. These hail protection canopies will not harm the public good, in fact, we believe they will enhance safety as there will be extra shelter protection in the event of another hailstorm and protect assets. We will also be adding solar panels to the canopy structures, which directly falls in line Adams County's Solar Goals of reducing the amount of energy consumed from non-renewable sources by 25%.
- g. These canopies are allowed in the zone district. The County has already reviewed and approved all canopy structures on the Site Plan that are not within the current setback.

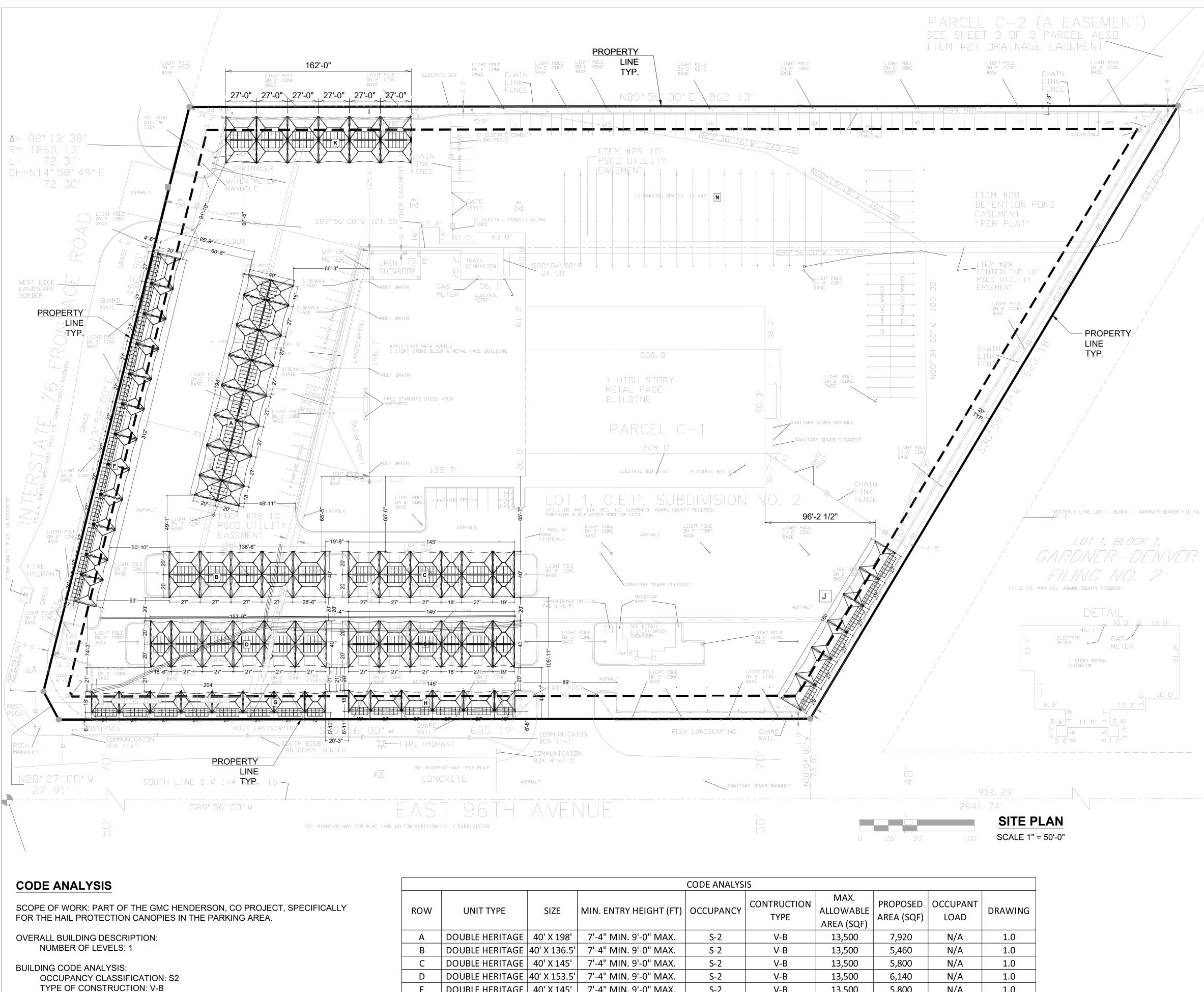
Thank you for your time and consideration of this variance request. These hail protection canopies are critical to the continued operation of our GMC & Isuzu dealership. We are budgeted to spend \$3.4MM in canopies and solar for this project. I can assure you that these canopies are aesthetically pleasing, serve a critical role for our operation, and are well liked at our other locations that have already gotten these canopies. This location is in the middle of an I-2 zoned district and the canopies will fit in very well with the area.

We want to emphasize the solar aspect to this project. We have partnered with IPOWER Alliance to design and install solar and LED lights that will be integrated with the canopy structures to help reduce our energy consumption by producing clean renewable energy. The solar panels already approved and inside the setbacks will be able to produce 334,100 kWh per year. By approving this variance request, the canopies and solar in the setbacks will produce an extra 23% or 99,400 kWh per year of solar energy. The entire solar project will generate 100% of the dealership's energy use.

Best Regards,

1. Jahren

GEP Investments, Inc. Kyle Schmidt 20770 I-76 Brighton, CO 80603 303-301-7436 kschmidt@transwest.com



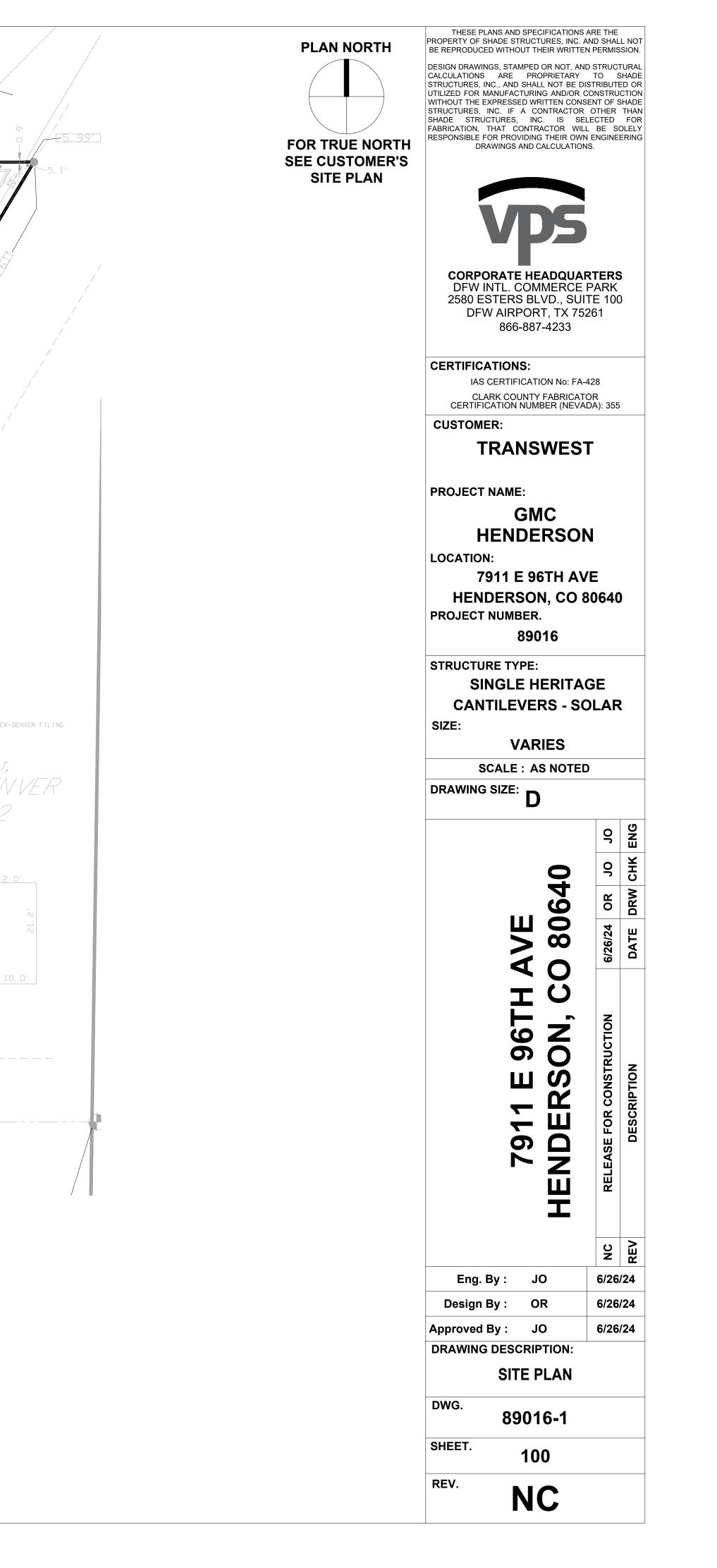
FIRE AREAS: N/A

PRESENCE OF FIRE SPRINKLERS: N/A

FIRE RESISTIVE REQUIREMENTS: N/A

EGRESS REQUIREMENTS: N/A

				CODE ANALYS	IS				
ROW	UNIT TYPE	SIZE	MIN. ENTRY HEIGHT (FT)	OCCUPANCY	CONTRUCTION TYPE	MAX. ALLOWABLE AREA (SQF)	PROPOSED AREA (SQF)	OCCUPANT LOAD	DRAWING
А	DOUBLE HERITAGE	40' X 198'	7'-4" MIN. 9'-0" MAX.	S-2	V-B	13,500	7,920	N/A	1.0
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К	DOUBLE HERITAGE	40' X 162'	13'-6" MIN. 16'-6 MAX.	S-2	V-B	13,500	6,480	N/A	2.0
TOTAL							54,020		





# Community & Economic Development Department Planning & Development

4430 S. Adams County Pkwy., 1st Floor, Suite W2000B Brighton, CO 80601-8218 Phone: 720.523.6800 Website: adcogov.org

A variance is a means whereby the literal terms of these standards and regulations need not be applied if there are practical difficulties or unnecessary hardships associated with the subject site. In granting a variance, the spirit of these standards and regulations shall be observed, public safety and welfare secured, and substantial justice done.

Please include this page with your submittal. Submittal instructions and more information about checklist items can be found on page 2.

Development Application Form (pg. 3)

Written Narrative

Site Plan

Proof of Ownership (warranty deed or title policy)

Proof of Water and Sewer Services

Legal Description

Statement of Taxes Paid

## Number of Variance Requests:

A variance may only be approved from the dimensional requirements, performance standards, and other special physical requirements contained in the Adams County development standards and regulations.

Type of Variance Request:	# of Requests:
Setback:	
Height:	
Lot Coverage:	
Other:	

Application Fees:	Amount:
Variance	\$500-residential \$700-non-residential
	*\$100 per each additional request

Accela Case Type - VSP

Community & Economic Development Department www.adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 рноме 720.523.6800 гах 720.523.6998

# **DEVELOPMENT APPLICATION FORM**

# 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 F	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:

Name:

**Owner's Printed Name** 

**Owner's Signature** 

Written Narrative for Variance Request

• Which dimensional standard(s), performance standard(s), or physical requirement(s) cannot be met? (Include code section reference from <u>Adams County Standards and Regulations</u>) Reach out to the Planner of the Day (cedd-plan@adcogov.org) if you have any questions.

• Why are you unable to meet this standard?



July 26, 2024

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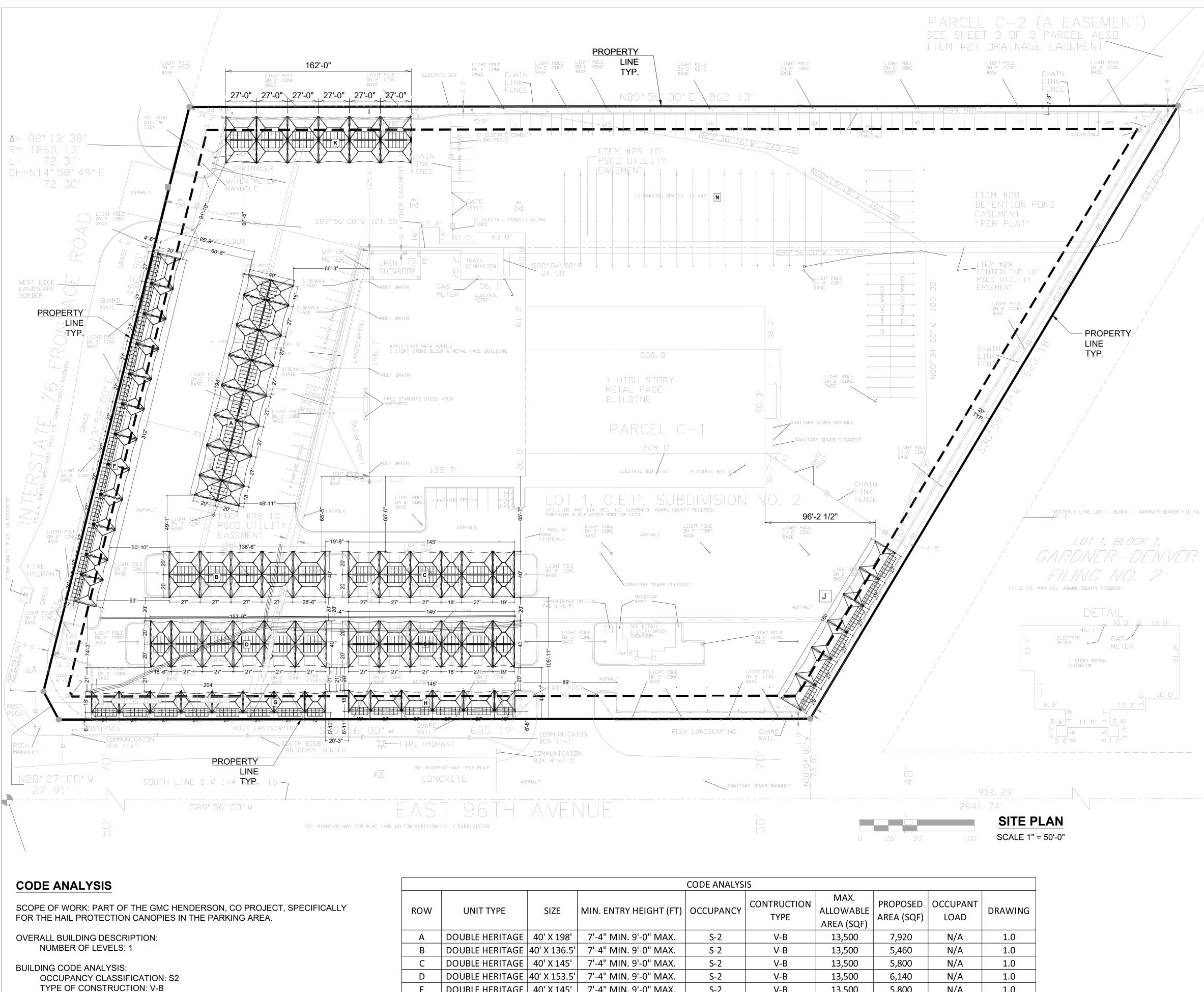
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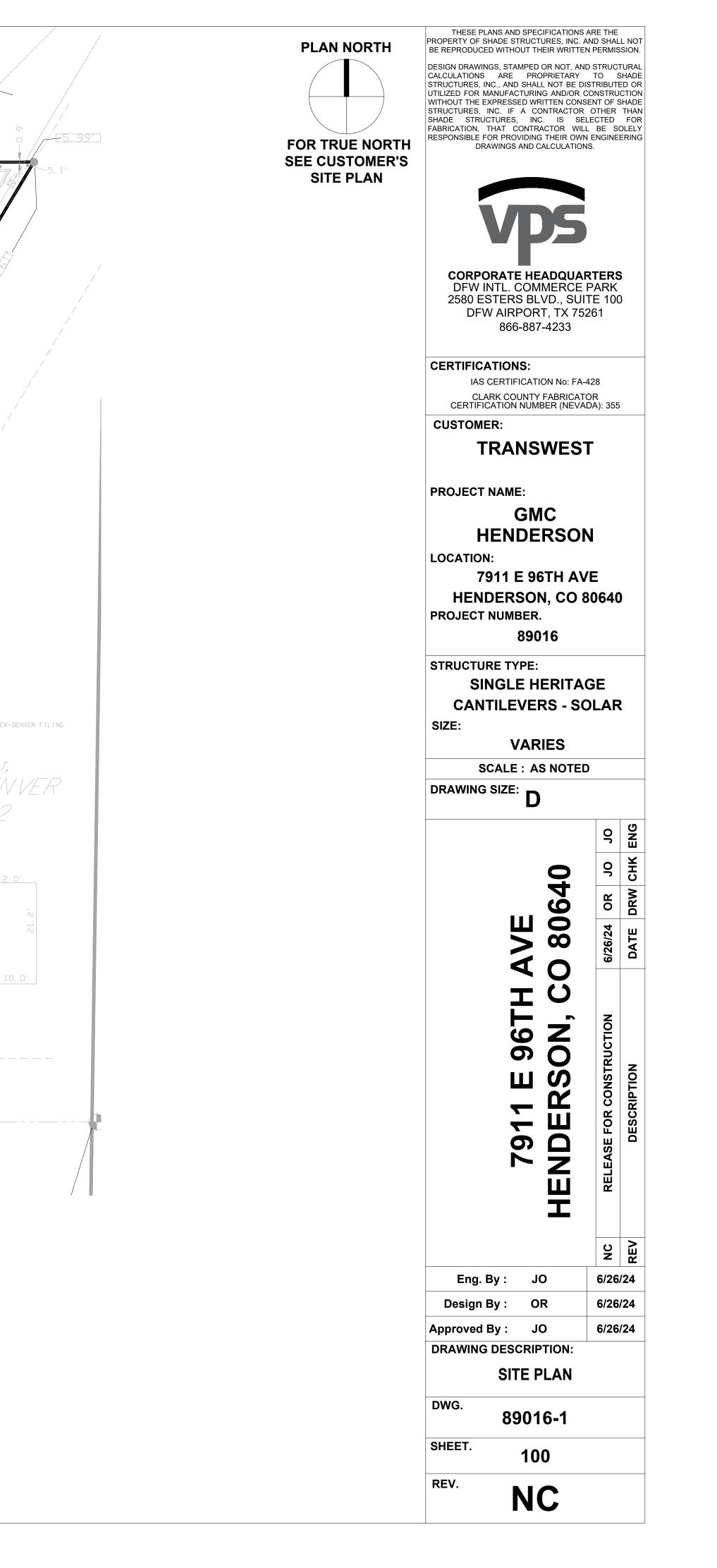
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TOTAL							54,020		



RECEPTION#: 2006000987096, 10/05/2006 at 11:52:35 AM, 1 OF 2, D \$300.00Doc Type:WTY Carol Snyder, Adams County, CO



THIS DEED, dated this 29th day of September, 2006, between AMEALIA SUE OXLEY of the County of Adams and State of Colorado, grantor, and GEP INVESTMENTS, INC., A COLORADO CORPORATION whose legal address is 7626 Brighton Road, Commerce City, Colorado 80022, of the County of Adams and State of Colorado, grantees:

WITNESS, that the grantor, for and in consideration of the sum of THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00), 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 grantee, his 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:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

also known by street and number as: 4455-4475 East 74th Avenue, Commerce City, CO 80022 assessor's schedule or parcel number: 172131313002

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, it 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 whatsoever, except

general taxes for the current year and subsequent years subject to restrictions, reservations, and covenants of record and except easements and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his 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,-

Amealia Sue Oxlev

day of

Sontember. 20 OG by

STATE OF Colorado

COUNTY OF Deniver

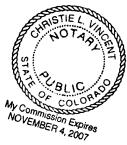
The foregoing instrument was acknowledged before me this  $\underline{\mathscr{S}}$ 

Sul Amealla Ú

Witness my hand and official seal

Notary Public

My Commission Expires:



File No.: F205843 WARRANTY DEED (For Photographic Record)

RECEPTION#: 2006000987096, 10/05/2006 at 11:52:35 AM, 2 OF 2, Doc Type:WTY Carol Snyder, Adams County, CO

# EXHIBIT A LEGAL DESCRIPTION

PARCEL ONE:

LOT 1, I-76 BUSINESS CENTER, RECORDED SEPTEMBER 5, 2006 AT RECEPTION NO. 20060905000894690,

COUNTY OF ADAMS, STATE OF COLORADO.



**Owner's Policy of Title Insurance** 

Fidelity National Title Insurance Company A Stock Company

**Policy Number** 

27-31-92-401049

# **OWNER'S POLICY OF TITLE INSURANCE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2. Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title;
- 4. Lack of a right of access to and from the land;

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

## Fidelity National Title Insurance Company

(Smi Mpii L

ATTEST

Countersigned: Authorized Signature

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of defect. Use or assumptions provide from a violation or allowed violation affecting the land has been recorded in the number of Policy. a defect, lien or encumbrance resulting from a violation or alleged violation affecting the tand has been recorded in the public records at Date of Policy.
  - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- 2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
- 3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

- 4. Any claim which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that is based on:
  - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

#### CONDITIONS AND STIPULATIONS

#### 1. DEFINITION OF TERMS

The following terms when used in this policy mean: (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, per-

 butchase including, but not infinited to, neits, unstructures, devises, survivers, personal representatives, next of kin, or corporate or fiduciary successors.
 (b) "insured claimant": an insured claiming loss or damage.
 (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of mat-

ters affecting the land. (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy. (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmen-tal protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

#### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litiga-tion as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or in-terest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudiced. failure and then only to the extent of the prejudice.

#### 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other mattef insured against by this policy. The Company shall have the right to select counsel of its own choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and ex-pressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or pro-ceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting In any action of proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

#### PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage and stain state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or requiring environments of loss or damage. to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph shall terminate any liability of the Company' under this policy as to that claim.

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# OWNER'S POLICY SCHEDULE A

 FILE NUMBER:
 POLICY NUMBER:
 DATE OF POLICY:

 F205843
 27-31-92-401049
 October 5, 2006 at 5:00 PM

DATE OF POLICY: AMOUNT OF INSURANCE: October 5, 2006 \$3,000,000.00

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## 1. Name of Insured:

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GEP Investments, Inc., a Colorado corporation

- 2. The estate or interest in the land described herein which is covered by this policy is: FEE SIMPLE AS TO PARCEL ONE AND EASEMENT AS TO PARCEL TWO
- 3. The estate or interest referred to herein is at Date of Policy vested in: GEP Investments, Inc., a Colorado corporation
- 4. The land referred to in this policy is described as follows: SEE SCHEDULE C ATTACHED HERETO

# **OWNERS POLICY** SCHEDULE C

Policy Id: 27-31-92-401049

Office File Number: F205843

PARCEL ONE:

.

LOT 1. I-76 BUSINESS CENTER, RECORDED SEPTEMBER 5, 2006 AT RECEPTION NO. 20060905000894690,

COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL TWO:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN ACCESS EASEMENT RECORDED OCTOBER 5, 2006 AT RECEPTION NO. 20061005000987097 OF THE ADAMS COUNTY, COLORADO REAL ESTATE RECORDS.

> FIDELITY NATIONAL TITLE INSURANCE COMPANY

Pat Classley Authorized Signatory

Issued at: GREENWOOD VILLAGE, COLORADO

# OWNER'S POLICY SCHEDULE B

Policy Id: 27-31-92-401049

i.

Office File Number: F205843

### This policy does not insure against loss or damage by reason of the following:

- 1. Any lien, or right to a lien, for services, labor, or material hereafter furnished, imposed by law and not shown by the public records.
- 2. Taxes and assessments for the year 2006 and subsequent years, a lien, not yet due or payable.
- 3. An easement for gas pipe lines and incidental purposes granted to Public Service Company of Colorado by the instrument recorded January 22, 1963 in Book 1042 at Page 285, together with the terms, conditions, stipulations, provisions and obligations as contained therein.
- 4. An easement for utilities and incidental purposes granted to Public Service Company of Colorado and the Mountain States Telephone and Telegraph Company by the instrument recorded April 28, 1981 in Book 2549 at Page 981, together with the terms, conditions, stipulations, provisions and obligations as contained therein. (affects Parcel Two only)
- An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded May 29, 1981 in Book 2558 at Page 52, together with the terms, conditions, stipulations, provisions and obligations as contained therein. (affects Parcel Two only)
- 6. An easement for utilities and incidental purposes granted to Public Service Company of Colorado by the instrument recorded May 19, 1998 in Book 5336 at Page 538, together with the terms, conditions, stipulations, provisions and obligations as contained therein.
- 7. All items as set forth and shown on the Plat of Benchmark Industrial Park, recorded August 20, 1974 at Reception No. 52959.
- 8. All items set forth on the plat of I-76 Business Center, recorded September 5, 2006 at Reception No. 20060905000894690,.
- 9. Terms, conditions, provisions, agreements and obligations specified under the Access Easement, which was recorded October 5, 2006 at Reception No. 20061005000987097.
- 10. The following matters as disclosed on ALTA/ACSM Land Title Survey No. 06144 dated June 6, 2006, prepared by B. W. Bayer & Associates, Inc.:
  - (a) The encroachment of the deck and trailer of over the east property line.
  - (b) The encroachment of the temporary shop over the south property line.
- 11. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
- 12. Deed of Trust from GEP Investments, Inc., a Colorado corporation, to the Public Trustee of Adams County, for the benefit of DaimlerChrysler Financial Services Americas, LLC, securing an original principal indebtedness of \$3,200,000.00, and any other amounts and/or obligations, dated September 29, 2006, and recorded October 5, 2006, at Reception No. 20061005000987098.

Note: Assignment of Leases and Rents recorded October 5, 2006 at Reception No. 2006100500987099.

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**OWNER'S POLICY** SCHEDULE B (Continued)

FIDELITY NATIONAL TITLE INSURANCE COM

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Pat Monsley Authorized Signatory

Issued at: GREENWOOD VILLAGE, COLORADO

FORM 3566 R-9-70

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#### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION **OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

#### (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which

with any costs, attorneys Tees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured Or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated

(ii) to pay; or (ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation

#### 7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by (a) The liability of the Company under this policy shall not exceed the least of:
 (i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy. (b) In the event the Amount of Insurance stated in Schedule A at the Date of

Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the estate or interest, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

#### 8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subse-quent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

#### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

#### **11. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mor-tgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

#### **12. PAYMENT OF LOSS**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

#### 13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the pro-

portion which the Company's payment bears to the whole amount of the loss. If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed (b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

#### 14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT (a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### **16. SEVERABILITY**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

#### **17. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing re-quired to be furnished the Company shall include the number of this policy and shall be addressed to the Company at:

Fidelity National Title Insurance Company National Claims Administration: 17911 Von Karman Avenue, Suite 300 Irvine, CA 92614-6253



Fidelity National Title Insurance Company 17911 Von Karman Avenue, Suite 300 Irvine, CA 92614-6253

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South Adams County	Water and Wastewater Account Information
SOUTH ADAMS COUNTY WATER& SANIFATION DISTRICT WATER& SANIFATION DISTRICT Commerce City CO 80022 303.288.2646 https://www.southadamswaterco.gov/	Account Number:       602020.00         Service Address:       7911 E 96TH AVE         Service Period       06/05/2024 to         Billing Date:       07/04/2024         Due Date:       07/24/2024
- Kuinswy	Water Meter Reading: *Use measured in 1,000 gallon increments
	Previous <u>Current</u> Date Reading Date Reading *Usage Domestic 05/23/2024 37,140 06/25/2024 37390 250
TRANSWEST GMC TRUCKS 7911 E 96TH AVE 1-144- HENDERSON CO 80640-8529	" <u>90190</u>
250	Current Water and Sewer Charges
	Water Commercial 1.5 Inch Base       102.76         Water Usage Calculation:       102.76         Level 1: 14 @ 0 = \$.00       102.76         Level 2: 236 @ 7.34 = \$1,732.24       102.76         Level 3: @ = \$       102.76         Level 4: @ = \$       102.76         Level 5: @ = \$       102.76
Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Water History	Total Water Usage Charges:1,732.24Sewer Commerical 1.5 Inch1,242.50
Special Message	Current Bill Summary
Dedicated to Providing Affordable and Sustainable Water Resources	Previous Bill Amount:1,951.45Payments:1,951.45CRAdjustments:.00Current Charges Water1,732.24
	Water Service Fee102.76Sewer1,242.50Fire Line 6 Inch62.05Centralized Water Softening Fee42.90TOTAL AMOUNT DUE3,182.45
Payment Coupon	AMOUNT DUE
Account Number: 602020.00	TOTAL AMOUNT DUE BY 07/24/2024 3,182.45
Service Address:         7911 E 96TH AVE           Service Period         06/05/2024         to         07/04/2024	
Billing Date:         07/04/2024           Due Date:         07/24/2024	Amount Enclosed
Due Dale. 01/24/2024	Please return this portion along with your payment. Please make check payable to:
TRANSWEST GMC TRUCKS 7911 E 96TH AVE HENDERSON CO 80640-8529	South Adams County Water & Sanitation District Payment Processing PO Box 494 Pleasant Croyo, UT 84062
060505000003795428	Pleasant Grove, UT 84062

# Adams County Commercial Property Profile

Parcel Number: 0172116302001

Owners Name and Address:	Property Address:
GEP INVESTMENTS INC	7911 E 96TH AVE
20770 E I-76 FRONTAGE RD BRIGHTON CO 80603	

# Account Summary

# Legal Description

SUB:G.E.P SUBD NO 2 LOT:1

## **Subdivision Plat**

G.E.P SUBD NO 2

# **Account Summary**

Account Numbers	Date Added	Tax District	Mill Levy
R0119605	10/15/1999	<u>217</u>	86.170

Permits

# **Permit Cases**

	1-1130 6	ame			
ACCOUNT# R0119605 PARCEL # 0172116302001 TAX DISTRICT # 217	REAL ESTATE PROPER 2023 TAXES DUE	TY TAX NOTICE	ALEXANDER L. VILLAG ADAMS COUNTY TREAS 4430 S. ADAMS COUNTY BRIGHTON, COLORADO	SURER & PUBLIC TR PARKWAY	
TAX AUTHORITY	TAX LEVY TEMP TAX CREDIT	GENERAL TAX	VALUATION	ACTUAL	ASSESSE
RANGEVIEW LIBRARY DISTRIC CENTRAL COLO WATER CONSER FIRE DISTRICT 4 - SOUTH A ADAMS COUNTY RTD SD 14 SOUTH ADAMS WATER & SANIT	3.65300         0.00000           0.89100         0.00000           14.75000         0.00000           26.83500         0.00000           0.00000         0.00000           37.07500         0.00000           1.96600         1.13600	\$9,899.70 \$2,414.63 \$39,972.79 \$72,723.39 \$0.00 \$100,473.99 \$5,327.90	LAND IMPROVEMENTS NET TOTAL	\$2,871,737 \$6,871,592 \$9,743,329	\$798,750 \$1,911,270 \$2,710,020
URBAN DRAINAGE SOUTH PLAT URBAN DRAINAGE & FLOOD CO TOTAL	0.10000 0.00000 0.90000 0.00000 NET LEVY> 86.17000 GRAND TOTAL	\$271.00 \$2,439.02 \$233,522.42 \$233,522.42		MESSAGES Go Paperless NoticesOnline HIGREANONCODE ACT-BQFN9KTY	
SB 25 - In absence of State Legislative Fo	unding, your school mill levy would h	ave been: 54.2540	See insert for Se exemptions and Email Verificatio	E-Statement in	structions.
	SCRIPTION OF PROPERTY			aid prior year taxes:	
SUB:G.E.P SUBD NO 2 LOT:1	SCHIPTION OF PROPERTY		Unit	No	
30B.G.E.P 30BD NO 2 LOT.1				NO	
			PAYMENT	DUE DATE	AMOUNT
PROPERTY LOCATION: 7911 E 96TH A	VE		FIRST HALF SECOND HALF FULL PAYMENT PAY TAXES OF	FEB 29, 2024 JUN 15, 2024 APR 30, 2024 NLINE AT: WWW.ADC	\$116,761.2 \$116,761.2 \$233,522.4 OTAX.COM
R0119605 GEP INVESTMENTS INC 20770 E I-76 FRONTAGE RD BRIGHTON, CO 80603	· · · · · · · · · · · · · · · · · · ·	COUNTY OR YOUR RECORDS	Make Checks Payabl POST DATED CHECKS PARTIAL PAYMENTS A If you have sold this pro the new owner or return IF YOUR TAXES ARE I KEEP THIS NOTICE FO Please see reverse side	ARE NOT ACCEPTE ARE NOT ACCEPTED perty, please forward to to this office marked " PAID BY A MORTGAC OR YOUR RECORDS.	this statement to property sold." GE COMPANY,
Please fold on perforation BEFORE	tearing		Unpa	Id prior year taxes:	
2023 TAXES DUE	E IN 2024 🛛 🕅			No	
Check this box for mailing address	RETURN THIS COUPON FOR S	SECOND HALF PAYME	NTS (DUE BY JUNE 15TH)		
correction. Make changes on reverse side.	2nd Ha	alf Co	upon		2
County Treasurer is not responsible for erroneous payments.	Return this coupor ADAMS COUNTY TRE P.O. BOX 869 BRIGHTON COURD	EASURER		AN ME	R0119605
No personal or business checks accepte           ifter September 30.           R0119605           1124*7**648**0.9525**1/2*******************           GEP INVESTMENTS INC           20770 E I-76 FRONTAGE RD           DWNER           DF           IIII-I-IIIIII-I-IIIIIIIIIIIIIIIIIIIII	LL FOR AADC 800	UU 80601-0869	SECOND HALF DU	L JE BY JUN 15, 2024	4 \$116,761.2
000001801196054 0	0116761514 0000000	00001	PA	YMENTS MUST BE IN U.S.	FUNDS

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# ADAMS COUNTY COLORADO TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0119605	0172116302001	Jun 14, 2024	2024-06-14-MMM-12963

GEP INVESTMENTS INC 20770 E I-76 FRONTAGE RD BRIGHTON, CO 80603

Situs Address			Payor				
7911 E	96TH AVE	TRANSWEST TRUCKS 20770 E I 76 FRONTAGE RD BRIGHTON, CO 80603					
Legal I	Description						
SUB:G	.E.P SUBD NO 2 LOT:1						
Property Code			Actual	Assessed	Year	Area	Mill Levy
COMM	I LND MERCHANDIS - 2112		2,871,737	798,750	2023	217	86.17
MERCHANDISING - 2212			6,871,592	1,911,270	2023	217	86.17
Paymer	nts Received						
Direct Deposit		Multi-Account Payment					
Ban	k Account 1						
_							
•	nts Applied						Balance
Year	Charges	Billed	Pri	Prior Payments		New Payments	
2023	Tax Charge	\$233,522.42	:	\$116,761.21		\$116,761.21	
					\$116,76	51.21	\$0.00
Balance Due as of Jun 14, 2024						\$0.00	

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

EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com