



Re-submittal Form

Case Name/ Number: Xmore Acres / PLT2021-00019

Case Manager: Greg Barnes

Re-submitted Items:

- ☐ Development Plan/ Site Plan
- ☒ Plat
- ☐ Parking/ Landscape Plan
- ☐ Engineering Documents
- ☐ Subdivision Improvements Agreement (Microsoft Word version)
- ☒ Other: Response to Comments

*** All re-submittals must have this cover sheet and a cover letter addressing review comments.**

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active: Engineering; Planner; Right-of-Way Addressing, Building Safety;

~~Neighborhood Services; Environmental; Parks; Attorney; Finance;~~ Plan Coordination

Xmore Acres Resubmittal Cover Letter

Planner Review –

PLN01: As discussed in the conceptual review meeting, a variance is needed to create a 20 acre lot in the Agricultural-3zone district. Please submit a variance application.

PLN03: Mineral forms are outstanding and will need to be provided when the hearing is scheduled.

Please find the Variance Application, as requested, as a part of this resubmittal. Additionally, all mineral forms are included, as part of the Variance Application.

ROW Review –

ROW1: Applicant will need to dedicate 60' of Right-of-Way along Xmore Rd. and 30' of Right-of-way along E. 26th Ave.

(X More Rd) 660' x 60' = 39600 sq. ft.; (E. 26th Ave.) 1320' x 30' = 39600 sq. ft.: Total of 79200 sq. ft. or 1.8182 acres total more or less

This would take the current 20 acres to 18.1818 total acres

ROW2: Once the right-of-way is dedicated, the applicant will need to pull an access permit to tie driveway into county right-of-way (maybe).

ROW3: Name subdivision plat: Xmore Acres Subdivision

ROW4: Vicinity map needs to be centered below the subdivision title

ROW5: Land Description needs to be under the Property Description and Ownership Certificate. This needs to include the legal description and the reception number vesting the property into the current ownership PROPERTY DESCRIPTION AND OWNERSHIP CERTIFICATE:

Known all men by these presents that Balboa LLC, being the sole owner(s) of that part of the N2NWNW of Sec. 34, T3S-R61W by (deed type) at Reception No: _____. Said parcel contains _____, more or less.

The undersigned does hereby dedicate, grant and convey to Adams County those public easements and roads as shown on the plat, and further restricts the use of all public easements to Adams County and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such public easement shall remain exclusively vested in Adams County.

Has by these presents laid out and platted the land shown hereon

By: _____ As _____, of Balboa LLC

**Notary affirmation must match this.

ROW6: Need the Planning Commission and Board of County Commissioners Acceptance blocks and the correct Clerk and Recorder's recording block. Use "CHAIR" for both acceptance blocks.

ROW7: Label Sheets with numbers below heading (Sheet 1 of X, etc.)

ROW8: No colored lines

ROW9: Need title commitment dated within 30 days of the application date. Provide links to all documents.

Please find updated Minor Subdivision Plat, as well as a new Title Commitment included as part of this resubmittal.

Engineering Review –

ENG1: The comments have been attached into the red marked Print.

Response is shown on the updated Minor Subdivision Plat, as submitted for response to the ROW review. Since no additional building permits are being requested by us, and we're simply looking to get the lot to a legal status for a future owner so they could further build, it's our understanding that we won't be needing to address anything else.

Division of Water Resources Review -

Based upon the above and pursuant to Section 30-28-136(1)(h)(I), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights.

We note that while replacement permit no. 45607-A was issued on the condition that the original well no. 45607 be plugged and abandoned, we have not receive information that the original well no. 45607 was plugged and abandoned. Therefore the Applicant is required to submit a Well Abandonment Report (form [GWS-09](#)) to ensure the original well was plugged and abandoned.

Please find the form, as requested, included in this resubmittal.

Tri County Health Department Review –

To ensure the OWTS is abandoned in accordance with Regulation No. O-17, Section 6.8, TCHD must be notified in writing that the system has been properly abandoned. The applicant shall provide a letter that states that the system was abandoned in accordance with our regulation.

Please find the letter, as requested, as part of this resubmittal.



WFG National Title Insurance Company
a Williston Financial Group company

Date: December 2, 2021
File Number: 21-197663
Property Address: 2580 Xmore Road, Byers, CO 80103
Buyer/Borrower: To Be Determined

Please direct all Closing inquiries to:
Cassandra Millers
Phone: (720) 475-8323
Email Address: CMillers@wfgtitle.com

To Be Determined

Delivery Method: By Agent

Balboa, LLC, a Colorado limited liability company

Delivery Method: By Agent

Equity Colorado Real Estate
7887 E Belleview Avenue Suite 175
Englewood, CO 80111

Attn: Elizabeth Lindell
Phone: (970) 581-3830
Fax: N/A
Delivery Method: Emailed

Attn:
Phone: N/A
Fax: N/A
Delivery Method: Not delivered

STATEMENT OF CHARGES

File No.: 21-197663

These charges are due and payable before a policy can be issued

Owner's Title Policy:

ALTA® Owner's Policy (06-17-06)

2nd ½ Hold-Open Rate

\$130.00

Endorsements

Owners Extended Coverage (OEC)

\$65.00



WFG National Title Insurance Company
a Williston Financial Group company

COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Transaction Identification Data for reference only:

Issuing Agent: WFG National Title Insurance Company
Issuing Office: 7800 E Union Avenue, Suite 310, Denver, CO 80237
ALTA Universal ID:
Loan ID Number: Not Available
Commitment Number: 21-197663
Issuing Office File Number: 21-197663
Property Address: 2580 Xmore Road, Byers, CO 80103
Revision Number: 2

1. **Commitment Effective Date:** November 24, 2021 at 8:00 a.m.
2. **Policy or Policies to be issued:**

ALTA® Owner's Policy (06-17-06)	Amount:	\$150,000.00
Proposed Insured: To Be Determined		
3. **The estate or interest in the Land described or referred to in this Commitment is Fee Simple.**
4. **Title to the Fee Simple estate or interest in the Land is at the Commitment Effective Date vested in:**
Balboa LLC, a Colorado limited liability company
5. **The land referred to in this Commitment is described as follows:**
SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Issue Date: December 2, 2021

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 34, TOWNSHIP 3 SOUTH,
RANGE 61 WEST OF THE 6TH P. M.,

COUNTY OF ADAMS, STATE OF COLORADO.

COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART I
REQUIREMENTS

The following requirements are to be complied with:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be Insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Please be advised that our search did not disclose any open (unreleased) Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact your WFG Escrow Officer immediately for further review prior to closing.
6. Duly executed and acknowledged Statement of Authority for Balboa LLC, a Colorado limited liability company, pursuant to C.R.S. 38-30-172.
7. Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured.
8. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
9. Execution of an acceptable survey affidavit certifying that there have been no new improvements constructed or major structural changes made on the subject property.

NOTE: If improvements have been made on, or in connection with, the subject property, please notify the Company's escrow officer within 10 days of receipt of the title commitment.

10. Execution of Affidavit as to Debts and Liens and its return to WFG National Title Insurance Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials, etc), please notify the Company's escrow officer with 10 days of receipt of this title commitment.

END OF REQUIREMENTS

INFORMATIONAL NOTES

NOTE: As to any and all covenants and restrictions set forth herein, the following is added: "but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenant(s): (a) is/are exempt under Chapter 42, Section 3607 of the United States Code; or (b) relates to a handicap, but does not discriminate against handicapped persons."

NOTE: The vesting deed is shown as follows:

Warranty Deed recorded February 12, 2021, as Reception No. 2021000017921. [View Image](#)

NOTE: The following is incorporated herein for information purposes only and is not part of the exception from coverage (Schedule B-II of the commitment and Schedule B of the policy): The following instrument(s), affecting said property, is (are) the last instrument(s) conveying subject property filed for record within 24 months of the effective date of this commitment:

Warranty Deed

Grantee(s):

Balboa LLC, a Colorado limited liability company

Grantor(s):

Charles D. Schwetfeger

Recorded Date:

February 12, 2021

Recording No:

(instrument) 2021000017921, of Official Records

COMMENTS:

[View Image](#)

End of Schedule B, Part I

COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B, PART II

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements not shown by the Public Records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the subject property, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created first appearing in the Public Records or attaching to the Land subsequent to the Effective Date hereof but prior to the date the Proposed Insured acquires of record for value the estate, interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; and (b) Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, not shown by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, not shown by the Public Records.
8. Terms, conditions and provisions of that certain Mineral Deed recorded April 9, 1976 as [Book 2056 at Page 126](#).
9. Terms, conditions and provisions of that certain Oil and Gas Lease recorded July 5, 1979 as [Book 2363 at Page 427](#).
10. Terms, conditions and provisions of that certain Zoning Index Map recorded March 30, 2001 as Reception No. [C0779227](#).
11. Terms, conditions, easements and provisions of that certain Adams County Zoning District Summary recorded February 18, 2005 as Reception No. [20050218000166770](#).
12. Terms, conditions and provisions of that certain Request for Notification of Surface Development recorded May 13, 2013 as Reception No. [2013000040445](#).
13. Terms, conditions and provisions of that certain Oil and Gas Lease Memorandum recorded February 13, 2014 as Reception No. [2014000009148](#).

NOTE: Upon payment of the applicable premium and satisfaction of the Requirements, standard printed Exceptions No. 1-5 (as set forth above), will be deleted from the ALTA Owner's Policy to be issued hereunder.

End of Schedule B, Part II



COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Notice

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued by:
WFG National Title Insurance Company

A handwritten signature in black ink, appearing to read 'Steve Ozonian', is written over a horizontal line.

Authorized Countersignature

WFG NATIONAL TITLE INSURANCE COMPANY

By Steve Ozonian, President/CEO

ATTEST

Joseph V. McCabe, EVP/General Counsel/Secretary



COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - b. "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this commitment.
 - c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

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

DISCLOSURES:

File No. 21-197663

1. Pursuant to C.R.S. 30-10-406(3)(a), all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.
2. If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).
3. Colorado Division of Insurance Regulation 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.
4. Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject real property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

5. Pursuant to C.R.S. 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
 - B. That such mineral estate may include the right to enter and use the property without the surface owner's permission.
6. Pursuant to Colorado Division of Insurance Regulation 8-1-1, affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:
 - A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
 - B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
 - C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and material-men's liens.
 - D. The Company must receive payment of the appropriate premium.

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

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

7. Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.
8. C.R.S. 39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recording in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or the grantee.
9. ANTI-FRAUD STATEMENT: Pursuant to C.R.S. 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
10. Pursuant to Colorado Division of Insurance Regulation 8-1-3, notice is hereby given that an ALTA Closing Protection Letter is available to the consumers identified in this Commitment and will be provided to said consumer upon request.
11. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.



**Plain English Privacy Statement
for Appraisal, Title & Escrow Customers**

WFG believes it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Policy provides that explanation. We reserve the right to change this Privacy Policy from time to time.

Williston Financial Group, LLC, WFG National Title Insurance Co. and each of the affiliates listed below (collectively "WFG" or the "WFG Family") are obligated to comply with Federal and state privacy laws. While there are some common requirements to those laws, the definitions and duties differ significantly from law-to-law and state-to-state. A privacy statement drafted to comply with all of the applicable privacy laws and their differing definitions would likely be confusing. Therefore, in an attempt to better communicate our privacy policies, WFG designed this "Plain English" explanation, followed by the Gramm-Leach-Bliley Act model form and website links to State-Specific Privacy Notices in order to provide you with the complete, legal privacy notices and disclosures required under Federal and applicable State Laws.

WFG's primary business is providing appraisal, title insurance and, escrow services for the sale or refinance of real property. This can be a complicated process, involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information including email addresses, Social Security numbers, driver's license and, other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land records, tax, court and credit records to make certain that any liens, challenges, or title defects are addressed properly. Some of the information that is collected is provided by you, or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and, others working to facilitate your transaction. We also may receive information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists', as well as from your lenders and credit bureaus.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, condominium and, homeowners' association information and payoff information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals and, inspections may be ordered.

- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.
- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the US Treasury, local and state tax authorities and other governmental agencies.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third-party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into express agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested and to close and facilitate your transaction.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create and manage your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback, or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party;
- Protect the integrity and maintain security of our applications, websites, and products;
- Operate, evaluate, and improve our business; and
- Provide you with information about products, services, and promotions, from WFG or third parties that may interest you.

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain sites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our site and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our Web site, assess how our advertisements on other sites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (Do Not Track or DNT), our websites do not currently change the way they operate based upon detection of a "Do Not Track" or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook's "Like" button, Twitter's "tweet" button or the Google+, that particular social network's plugin will be activated and your browser will directly connect to that provider's servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We, therefore, encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You "Opt-Out?"

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the "Legal" Notices attached below.

The "Legal" Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures. In reviewing these, you will find that these notices incorporate the definitions and terminology used in the respective privacy laws which can often be somewhat convoluted and may even seem inconsistent with the descriptions above. The state-specific statutes may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG's privacy policy or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223
- In-person: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
 WFG NATIONAL TITLE INSURANCE COMPANY
 WFG LENDER SERVICES, LLC
 WFGLS TITLE AGENCY OF UTAH, LLC
 WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
 WFG NATIONAL TITLE COMPANY OF CALIFORNIA
 WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
 UNIVERSAL TITLE PARTNERS, LLC
 VALUTRUST SOLUTIONS, LLC
 WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC
 WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC D/B/A WFG NATIONAL TITLE

Revised 6.12.20

FACTS	WHAT DOES WILLISTON FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and other government identification information • Your name, address, phone, and email • Information about the property, any liens and restrictions • Financial Information including credit history and other debt • Financial account information, including wire transfer instructions. 	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Williston Financial Group chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Williston Financial Group share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
To limit our sharing	• Call 833-451-5718—our menu will prompt you through your choice(s) • Visit us online: http://bit.ly/WFGsConsumerPrivacyInformationRequestPage or e-mailing us at consumerprivacy@willistonfinancial.com • Mail the form below Please note: If you are a new customer, we can begin sharing your information from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?	Call 833-451-5718 or Email consumerprivacy@willistonfinancial.com	

Mail-In Form		
If you have a joint policy, your choices will apply to everyone on your account.	Mark any/all you want to limit:	
	<input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.	
	<input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.	
	<input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.	
Name		Mail to: Williston Financial Group PRIVACY DEPT 12909 SW 68 th Pkwy, #350 Portland, OR 97223
Address		
City, State, Zip		
File Number		

Page 2

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
Other important information	
As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:	
Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california	
Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon	

Form No
GWS-09
03/2017

STATE OF COLORADO, OFFICE OF THE STATE ENGINEER
1313 Sherman St., Room 821, Denver, CO 80203 303.866.3581
dwr.colorado.gov and dwrpermitsonline@state.co.us

For Office Use Only

WELL ABANDONMENT REPORT

Use to report plugging and sealing of permitted wells, monitoring and other holes. Type or print in black or blue ink. Instructions and plugging standards are on reverse side

1. Well Permit Number of plugged well 45607 or MH File Number MH- _____

Owners Well Designation- _____ Receipt Number: _____

2. Individual/Company responsible for plugging and sealing the well:

Name(s) Colorado Water Well License # 1555

Mailing Address 2001 E 58th Ave

City, St., Zip Denver, CO 80216

Phone (303) 892-9053 Email cowatersys@gmail.com

3. Well (Hole) Owner: Name(s): Balboa, LLC

Phone: (303) 806-5100 Email: corporate@homevestors.com

Mailing Address, City, St., Zip: 99 Inverness Dr. East, Suite140

4. Well Location Address: 2580 Xmore Rd, Byers CO 80103

5. GPS Well Location: County Adams

UTM ☐ Zone 12 or ☒ Zone 13 Easting 567954.7 Northing 4400543.3

6. Legal Location: NW 1/4 of the NW 1/4, Sec 34, Twp 3 ☐ N or S ☒ , Range 61 ☐ E or W ☒ , 6 P.M.

Distance from Section Lines 300 Ft. From ☒ N or S ☐ , 600 Ft. From ☐ E or W ☒ Line.

Subdivision Name _____ Lot _____, Block _____, Filing/Unit _____

7. I/we report the existing well/hole was plugged and sealed on 10/22/2021 (date) for the following reason(s):

☐ The well was plugged and sealed as required under Well Permit Number 45607A

☐ The well was not in use and was plugged and sealed.

☒ Other (please explain) The well had been filled in to 5 ft with cement and the pump is still in the well

8. Aquifer Type: ☒ Type I (One Confining Layer) ☐ Type I (Multiple Confining Layer) ☐ Laramie-Fox Hills
(check one) ☐ Type II (Not Overlain by Type III) ☐ Type II (Overlain by Type III) ☒ Type III (alluvial)

9. Intervals of Casing Removed/Ripped:

from _____ feet to _____ feet, from _____ feet to _____ feet, from _____ feet to _____ feet,

from _____ feet to _____ feet, from _____ feet to _____ feet, from _____ feet to _____ feet,

10. Amount and Type of Material

Method of Placement

Interval

CEMENT 1 cu/ft poured from 5 feet to 0 feet

_____ from _____ feet to _____ feet

_____ from _____ feet to _____ feet

_____ from _____ feet to _____ feet

I have read the statements made herein and know the contents thereof, and they are true to my knowledge. This document is signed (or name entered if filing online) and certified in accordance with Rule 17.4 of the Water Well Construction Rules, 2 CCR 402.2. The filing of a document that contains false statements is a violation of section 37-91-108(1)(e), C.R.S., and is punishable by fines up to \$1,000 and/or revocation of the contracting license. If filing online the State Engineer considers the entry of the licensed contractor's name to be in compliance with Rule 17.4

11. Signature(s)
David Bomhoff

Please Print the Name, Title, & License No.
David Bomhoff, Installer, #1555

Date
12/01/2021

It is the responsibility of the well owner to have the well/hole properly plugged and sealed. The Well Construction Contractor is responsible for notifying the owner of this requirement in writing.

Instructions

This report must be computer-generated online, typed or printed in BLACK OR BLUE INK and may be reproduced by photocopy or computer generation. Photocopy reproductions must retain margins and print quality. Attach additional sheets if more space is required. Each additional sheet must be identified at the top by the well owner's name, the permit number, form name/number and a sequential page number. Report depths in feet below ground surface.

If filing online please see the FORM SUBMITTAL, PAYMENT OPTIONS, & FEE SCHEDULE

You may also save, print and email the completed form to: dwrpermitsonline@state.co.us

These reports must be completed and submitted to the Division of Water Resources, usually within 60 days of plugging and sealing the well/hole.

Please refer to Form GWS-09A for the Standards for Plugging, Sealing, and Abandoning Wells and Boreholes

Item Instructions: (numbers correspond with those on the front of this form)

1. Complete the well permit and receipt number for the abandoned well.
2. Complete the name and contact information for the person performing the abandonment work.
3. Complete the well owner name and contact information.
4. Complete the address where the abandoned well is located.
5. Provide the GPS location and County where the abandoned well is located.

Colorado contains two (2) UTM zones. Zone 13 covers most of Colorado. The boundary between Zone 12 and Zone 13 is the 108th Meridian (longitude). West of the 108th Meridian is UTM Zone 12 and east of the 108th Meridian is UTM Zone 13. The 108th Meridian is approximately 57 miles east of the Colorado-Utah state line. On most GPS units, the UTM zone is given as part of the Easting measurement, e.g. 12T0123456. Check the appropriate box for the zone.

6. Complete the legal description location of the (abandoned) well. For wells located in subdivisions, the name, lot, block, and filing, must be provided.
7. Indicate the reason(s) for plugging and sealing the well/hole.
8. Indicate the aquifer in which the abandoned well was completed.
9. Indicate the intervals where casing was removed, perforated, or ripped.
10. Complete the amount, type, method of placement and interval placed of the sealing materials.
11. Complete the Name, Title, and License Number (if applicable) of the individual(s) who are responsible for the work performed. The report must be signed by the responsible party per Rule 17.4. If applicable, indicate if Professional Engineer or Professional Geologist in place of License Number.

Rule 17.4 Certification - Work reports must be signed and certified as to accuracy and truthfulness of the information on the report by the well construction or pump installation contractors or authorized individuals responsible for the work performed by them or under their direction or supervision, or by the private driller or private pump installer if the work was performed by them. Such reports are deemed to be completed, signed and certified under oath.

Submit completed report to: State of Colorado, Office of the State Engineer, 1313 Sherman St, Room 821, Denver, CO 80203. You may also save, print, scan and email the completed form to dwrpermitsonline@state.co.us

High Plains

SANITATION SERVICES

High Plains Sanitation Service

55562 E CR 46
Strasburg, CO 80136
303-622-4126
303-622-4127 fax
highplainssan@gmail.com

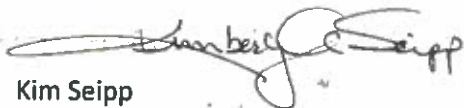
10/19/2021

To Whom it May Concern,

The septic tank located at 2580 Xmore Road, Byers, CO, 80103, was pumped by High Plains Sanitation Services on February 4th, 2021, and subsequently collapsed and abandoned per TCHD Regulations by Backhoe Services Bennett. Please see attached invoice from HPSS for the completed services.

Please contact High Plains Sanitation Services with any questions.

Regards,



Kim Seipp
High Plains Sanitation Services
highplainssan@gmail.com
303-622-4126

High Plains Sanitation Service
55562 E CR 46
Strasburg, CO 80136
(303) 622-4126
highplainssan@gmail.com
www.highplainssanitation.com



BILL TO

Elizabeth Lindell
2580 Xmore Rd
Byers, CO 80103

HPSS Invoice 02-21-11

DATE 02/04/2021 **TERMS** Due on receipt

DUE DATE 02/04/2021

ACTIVITY	QTY	RATE	AMOUNT
1100 Septic Tank Pumping for collapsing	750	0.3733333	280.00
1100:1108 Septic System Inspection	1	250.00	250.00
1100:1102 Service Call - Backhoe Bennett Services collapsed tank & abandon system	1	500.00	500.00
PAYMENT			1,030.00
TOTAL DUE			\$0.00

Accounts 30 days past due are subject to a \$25 late fee PLUS 20% APR

XMORE ACRES SUBDIVISION
THE NORTH 1/2, NW 1/4, NW 1/4 OF SECTION 34, T. 3 S., R. 61 W., 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO



VICINITY MAP

PROPERTY DESCRIPTION AND OWNERSHIP CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS THAT BALBOA LLC, BEING THE SOLE OWNER(S) OF THAT PART OF THE NW 1/4 NW 1/4 OF SEC. 34, T3S-R61W BY WARRANTY DEED AT RECEPTION NO: 2021000017921. SAID PARCEL CONTAINS 18.674 ACRES MORE OR LESS.

THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AND ROADS AS SHOWN ON THE PLAT, AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENT SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

HAS BY THESE PRESENTS LAID OUT AND PLATTED THE LAND SHOWN HEREON

BY: _____ AS _____ OF BALBOA LLC

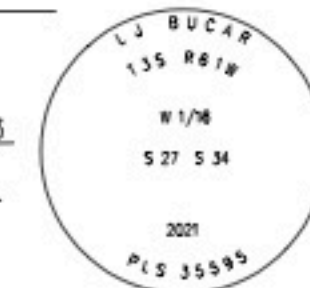
NOTARY PUBLIC

STATE OF COLORADO }
COUNTY OF ADAMS } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 202 BY _____

WITNESS MY HAND AND SEAL

MY COMMISSION EXPIRES: _____



PLANNING COMMISSION

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 202

CHAIR

BOARD OF COUNTY COMMISSIONERS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 202

CHAIR

CALHOUN TARA
REC NO. 2017000098848
1509 CALHOUN BYERS RD



SITE ADDRESS: 2580 XMORE RD, BYERS, CO 80103

BEARINGS CONTAINED HEREIN ARE BASED UPON THE GPS MEASURED BEARING OF N88°39'17"E, ASSIGNED TO THE FOUND AND DESCRIBED MONUMENTS AS SHOWN HEREON.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN, ACCORDING TO THE MOST CURRENT INSURANCE RATE MAP (FIRM), PRODUCED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

HTTPS://MSC.FEMA.GOV/PORTAL/SEARCH
MAPS ARE DATED MARCH 5, 2007 COMMUNITY NO. 080001
PANEL NO. 08001C0765H

1 DATE OF FIELD WORK: JUNE 14, 17, JULY, 2021

2 THIS PLAT REPRESENTS A BOUNDARY SURVEY OF THE PARCEL SHOWN.

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

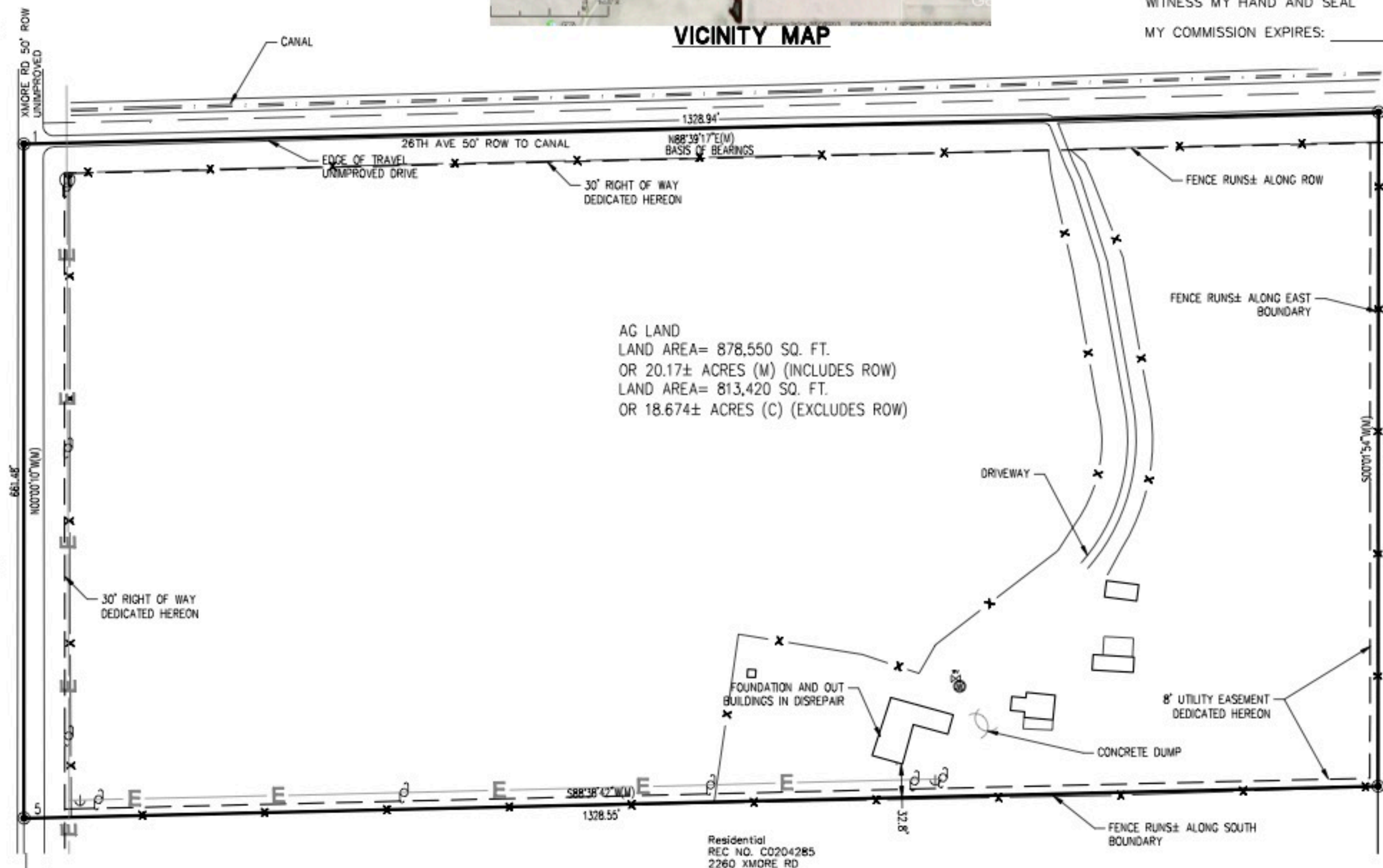
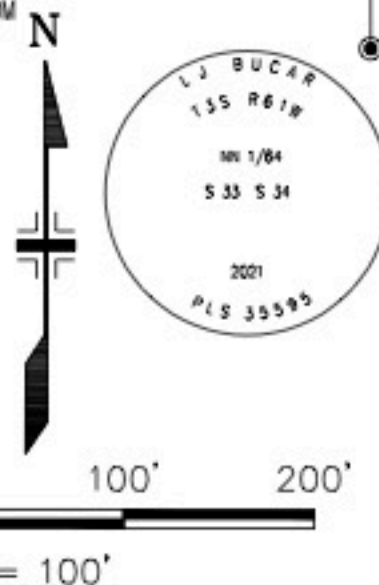
4 COLORADO STATE LAW CRS 9-1.5-101 STATES THAT ANYONE PLANNING TO DIG IN OR NEAR A PUBLIC ROAD, STREET, ALLEY, RIGHT-OF-WAY, OR UTILITY EASEMENT IS TO NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO OF YOUR INTENT, TWO (2) BUSINESS DAYS BEFORE YOU DIG. CALL 1-800-922-1987 OR 303-534-6700 IN THE METRO DENVER AREA TO LOCATE BURIED LINES. ADDITIONAL NOTES AS APPROPRIATE.

5 HORIZONTAL UNITS:
DISTANCES CONTAINED HEREIN ARE BASED UPON THE U.S. BUREAU OF STANDARDS DEFINITION OF ONE SURVEY FOOT = 1200/3937 METER.

I, LAWRENCE J. BUCAR, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO BALBOA LLC, THAT A FIELD SURVEY OF THE ABOVE DESCRIBED PARCEL, AND AS SHOWN ON THE PLAT, WAS MADE UNDER MY SUPERVISION ON _____ AND THAT THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID PARCEL AND THE SURVEY THEREOF.



LAWRENCE J. BUCAR P.L.S. NO. 35595 DATE:
PREPARED FOR AND ON BEHALF OF COLORADO ILC SERVICES, INC.
3000 LAWRENCE ST. STE# 111 DENVER, CO 80205
303-668-7540 WWW.COLORADOILC.COM



AG LAND
LAND AREA= 878,550 SQ. FT.
OR 20.17± ACRES (M) (INCLUDES ROW)
LAND AREA= 813,420 SQ. FT.
OR 18.674± ACRES (C) (EXCLUDES ROW)

LEGEND

- FOUND:
- 1 2.5" ODOR CAP STAMPED "28 27 33 34 1997 13598"
 - 2 2.5" ODOR CAP STAMPED "1/4 33 34 1997 13598"
 - 3 1" METAL CAP: UPGRADED AS SHOWN HEREON
 - 4 REBAR AND 1.5" METAL CAP: UPGRADED AS SHOWN HEREON
- SET:
- 5 30" #6 BAR AND 3.25" METAL CAP STAMPED "N 1/64 S33 S34 PLS 35595"

- ALIQUOT LINE
- SURVEYED BOUNDARY
- RECORD LOT LINE
- METAL FENCE
- OVERHEAD ELECTRIC
- (R) RECORD VALUE
- (M) MEASURED VALUE
- (C) CALCULATED VALUE
- WATER WELL
- WATER VALVE
- COMM PEDESTAL
- UTILITY POLE, GUY

DEPOSITED THIS _____ DAY OF _____, 202, AT _____ M., IN BOOK _____ OF LAND SURVEY PLATS AT PAGE _____ OF THE RECORDS OF ADAMS COUNTY, CO.

SIGNED: _____

TITLE: _____

BY: _____

Colorado ilc
LAND SURVEYING

Title: THE N 1/2 OF THE NW 1/4, NW 1/4, SECTION 34, T3 SOUTH, R 61 WEST 6TH P. M.	
Site Address: 2580 Xmore Rd, Byers, CO 80103	Sheet 1 of 1
Drawn By: LJB	Date: Sept 24, 2021
Checked By: AME C:\Civl\ 3D Projects\2580 Xmore Rd MSP\deg\2580 Xmore Rd.dwg	