



## **SUBDIVISION-MINOR / FINAL**

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

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

- ☒ 1. Development Application Form (pg. 5)
- ☒ 2. Application Fees (pg. 2)
- ☒ 3. Written Explanation of the Project
- ☒ 4. Site Plan Showing Proposed Development
- ☒ 5. Copy of Plat prepared by Registered Land Surveyor (pg. 7)
- ☒ 6. Subdivision Improvement Agreement (SIA) Application
- ☐ 7. School Impact Analysis (contact applicable District)
- ☒ 8. Fire Protection Report (required prior to public hearing)
- ☒ 9. Proof of Ownership
- ☒ 10. Proof of Water and Sewer Services
- ☒ 11. Proof of Utilities
- ☒ 12. Legal Description
- ☒ 13. Statement of Taxes Paid
- ☒ 14. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12)
- ☒ 15. Certificate of Surface Development (pg. 13)
- ☒ 16. Subdivision Engineering Review application (**2 hard copies**)

*continued on next page...*



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

## Minor Subdivision (Preliminary/Final Plat) - Guide to Development Application Submittal

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

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

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### 3. Written Explanation of the Project:

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

### 4. Site Plan Showing Proposed Development:

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

### 5. Copy of Plat Prepared by Registered Land Surveyor

- A map or maps together with supporting documentation of certain described land providing permanent and accurate record of the legal description, dedications, exact size, shape, and location of lots, blocks, streets, easements, and parcels

### 6. Subdivision Improvements Agreement:

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

### 7. School Impact Analysis:

- Contact the applicable school district for the analysis
- Should include the increase in elementary, middle, and high school students and the existing school sites and structure of the applicable district in which the subdivision is proposed to be located

### 8. Fire Protection Report:

- Shall discuss the adequacy of protection within the propose subdivision and be approved by the appropriate fire district

### 9. Proof of Ownership:

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

### 10. Proof of Water:

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

### Proof of Sewer:

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

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

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

### **12. Legal Description:**

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

### **13. Statement of Taxes Paid:**

- All taxes on the subject property must be paid in full. Please contact the Adams County Treasurer's Office
- Or <https://adcotax.com/treasurer/web/>

### **14-15. Certificate of Notice to Mineral Estate Owners/ Certificate of Surface Development:**

- The State of Colorado requires notification to mineral rights owners of applications for surface development (i.e. zoning, plats, etc.)
- Mineral or Surface right owners may be found in the title commitment for the subject property
- You may also search the Office of the Clerk and Recorder for any recorded deeds, easements, or other documents.

### **Subdivision Engineering Review**

#### **Level 1-Storm Drainage Plan:**

- A level 1 Storm Drainage Plan is a preliminary design plan showing existing and proposed site drainage features or improvements and, is intended to show how the storm drainage will be mitigated.
- See Appendix B of the Development Standards for a plan preparation checklist

#### **Level 2-Storm Drainage Study (SDS):**

- A level 2 SDS is a preliminary design report that describes the existing and proposed drainage features and, includes a hydrologic analysis of the proposed site. A Level 2 SDS also includes a drainage plan.
- See Appendix B of the Development Standards for a plan preparation checklist

#### **Level 3-Storm Drainage Study (SDS):**

- A level 3 SDS is a preliminary design report that describes the existing and proposed drainage features, includes a hydrologic analysis of the proposed site and hydraulic analysis of all proposed drainage mitigation measures. A Level 3 SDS also includes a drainage plan and construction plans for all drainage mitigation features.
- See Appendix B of the Development Standards for a plan preparation checklist

#### **Traffic Impact Study:**

- Intended to forecast and mitigate the transportation and traffic impacts of a proposed land use development or redevelopment project
- See Chapter 8 of the Adams County Development Standards for requirements

#### **Erosion and Sediment Control Plans:**

- Erosion and Sediment Control (ESC) plans are construction plans showing the proposed Best Management Practices, or BMP's, that will be used to mitigate erosion and the transport of sediment from a site under construction.
- ESC plans are often done in three (3) phases: Initial, Interim and, Final.
- These plans must also include installation details for each of the BMP's.

#### **Construction / Engineering Design Plans:**

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



## DEVELOPMENT APPLICATION FORM

### Application Type:

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

**PROJECT NAME:** CorePark Denver Distribution Center

### APPLICANT

Name(s): 7700 York Street Investments, LLC Phone #: 303-519-2612

Address: 4770 Valhalla Drive

City, State, Zip: Boulder, CO 80301

2nd Phone #: Email: rsimmering@huntingtonindustrial.com

### OWNER

Name(s): 6625 Investments, LLC Phone #: 303-902-2903

Address: 80 E 62nd Ave

City, State, Zip: Denver, CO 80216

2nd Phone #: 303-429-8893 Email: mike@fioreandsons.com

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

Name: Ted Swan Phone #: 970-402-6977

Address: 900 S Broadway #320

City, State, Zip: Denver, CO 80209

2nd Phone #: Email: tswan@waremalcomb.com

## DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor  
Parcel Number

Existing  
Zoning:

Existing Land  
Use:

Proposed Land  
Use:

Have you attended a Conceptual Review? YES ☒ NO ☐

If Yes, please list PRE#:

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



## Minor Subdivision Final Plat Requirements

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



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



and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. All dimensions to be determined by accurate field survey which must balance and close within limit of one in five thousand (5,000). Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (book and page and/or reception number).

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



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

Community & Economic  
Development Department  
[www.adcogov.org](http://www.adcogov.org)



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

REFER TO THE OPERATION AND MAINTENANCE MANUEL RECORDED  
\_\_\_\_\_ AT RECEPTION NO. \_\_\_\_\_ FOR  
ADDITIONAL DRAINAGE GUIDELINES.

**17. All other information required by State law.**

# WARE MALCOMB

ARCHITECTURE  
PLANNING  
INTERIORS

CIVIL ENGINEERING  
BRANDING  
BUILDING MEASUREMENT

June 10, 2022

RE: CorePark Denver Distribution Center – Subdivision Review Letter

To Whom It May Concern,

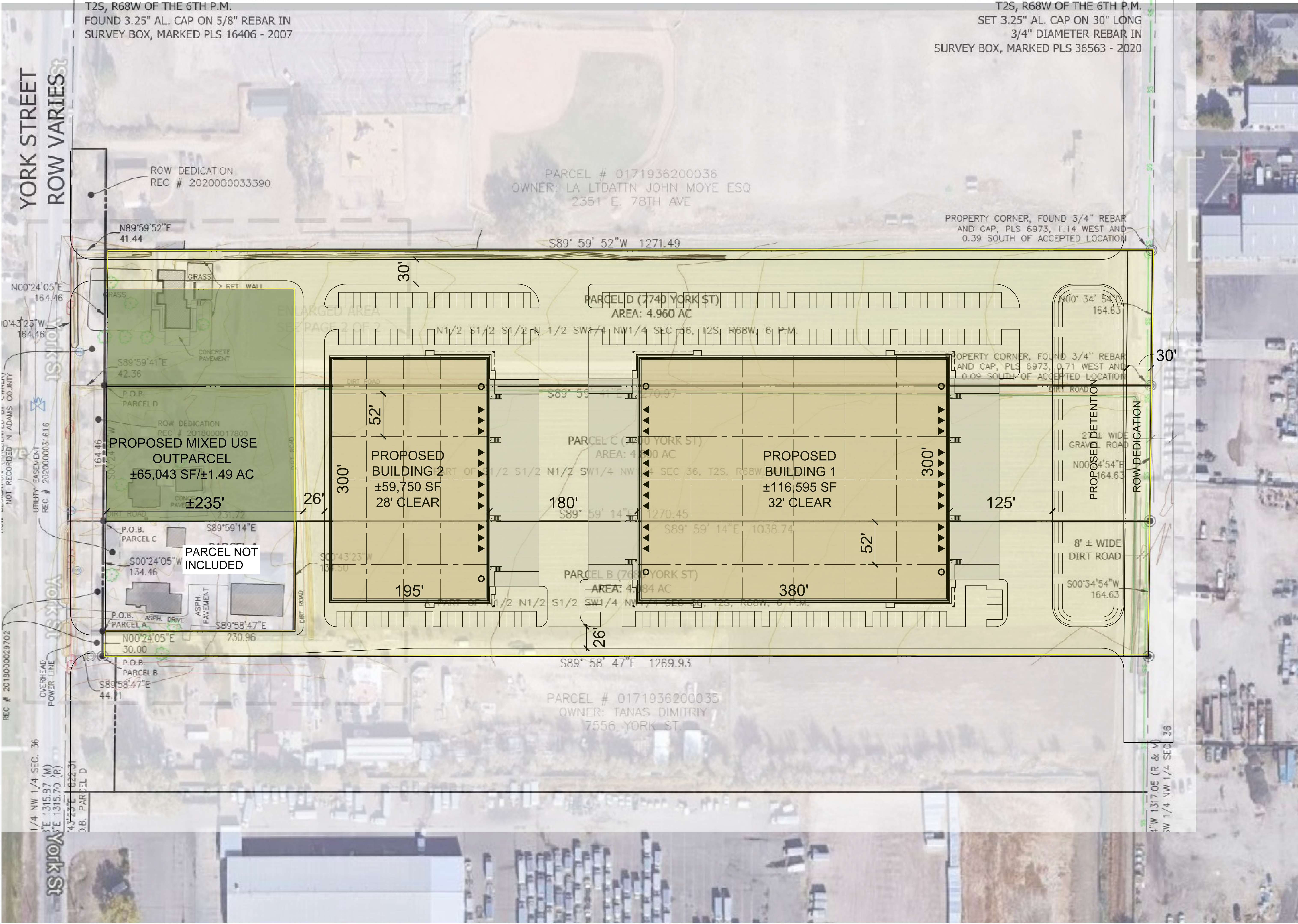
The 13.9-acre CorePark Denver Distribution Center development by Huntington Industrial Partners consists of a proposed mixed-use parcel that fronts on York Street with two light industrial warehouse/distribution buildings behind and east of the mixed-use parcel. The mixed-use parcel is approximately 1.49 acres with to be defined buildings complimenting that use. The two industrial buildings on the balance of the site (12.3 acres) total 176,435 SF with undefined uses at this time. Access to the site is anticipated to be from both York and Clayton Streets with internal circulation intended to separate car and truck traffic. The remainder of the industrial portion of the site is anticipated to be truck courts, driveways, parking stormwater detention, water quality treatment and landscaped areas.

The site is currently zoned A1 and primarily has existing residential and agricultural uses. A rezone application is in process to change the mixed use parcel to Commercial C-5 and the industrial area to I-1. Clayton St is intended to be extended south to connect to the previously constructed roadway leading to Hwy 224. The goal of the development is to establish Clayton St as a primary route for truck traffic. Please see attached maps for clarification.

Please let us know if you have any questions and thank you for supporting this development!



Ted Swan, PE  
Ware Malcomb



TABULATIONS			
GROSS SITE AREA	+/- 603,372 SF	+/- 13.85 AC	
OUTPARCEL PROPOSED DEVELOPMENT	+/- 65,043 SF	+/- 1.49 AC	
	+/- 538,329 SF	+/- 12.36 AC	
NET COVERAGE	32.8%		
BUILDING AREA			
BUILDING 1	+/- 116,595 SF		
BUILDING 2	+/- 59,750 SF		
TOTAL BUILDING AREA	+/- 176,345 SF		
BUILDING 1			
DOCK DOORS	24 DOORS		
DRIVE IN DOORS	2 DOORS		
AUTO PARKING	REQUIRED	PROVIDED	
OFFICE (1/300 SF)	33 STALLS	33 STALLS	(4 OFFICE PODS @ 2,500 SF EA) = 10,000 SF
WAREHOUSE/MANUF (1/1000 SF)	107 STALLS	113 STALLS	
BUILDING 2			
DOCK DOORS	12 DOORS		
DRIVE IN DOORS	2 DOORS		
AUTO PARKING	REQUIRED	PROVIDED	
OFFICE (1/300 SF)	17 STALLS	17 STALLS	(2 OFFICE PODS @ 2,500 SF EA) = 5,000 SF
WAREHOUSE/MANUF (1/1000 SF)	55 STALLS	59 STALLS	



CLAYTON ST ROAD PLAN

YORK STREET  
ADAMS COUNTY, CO

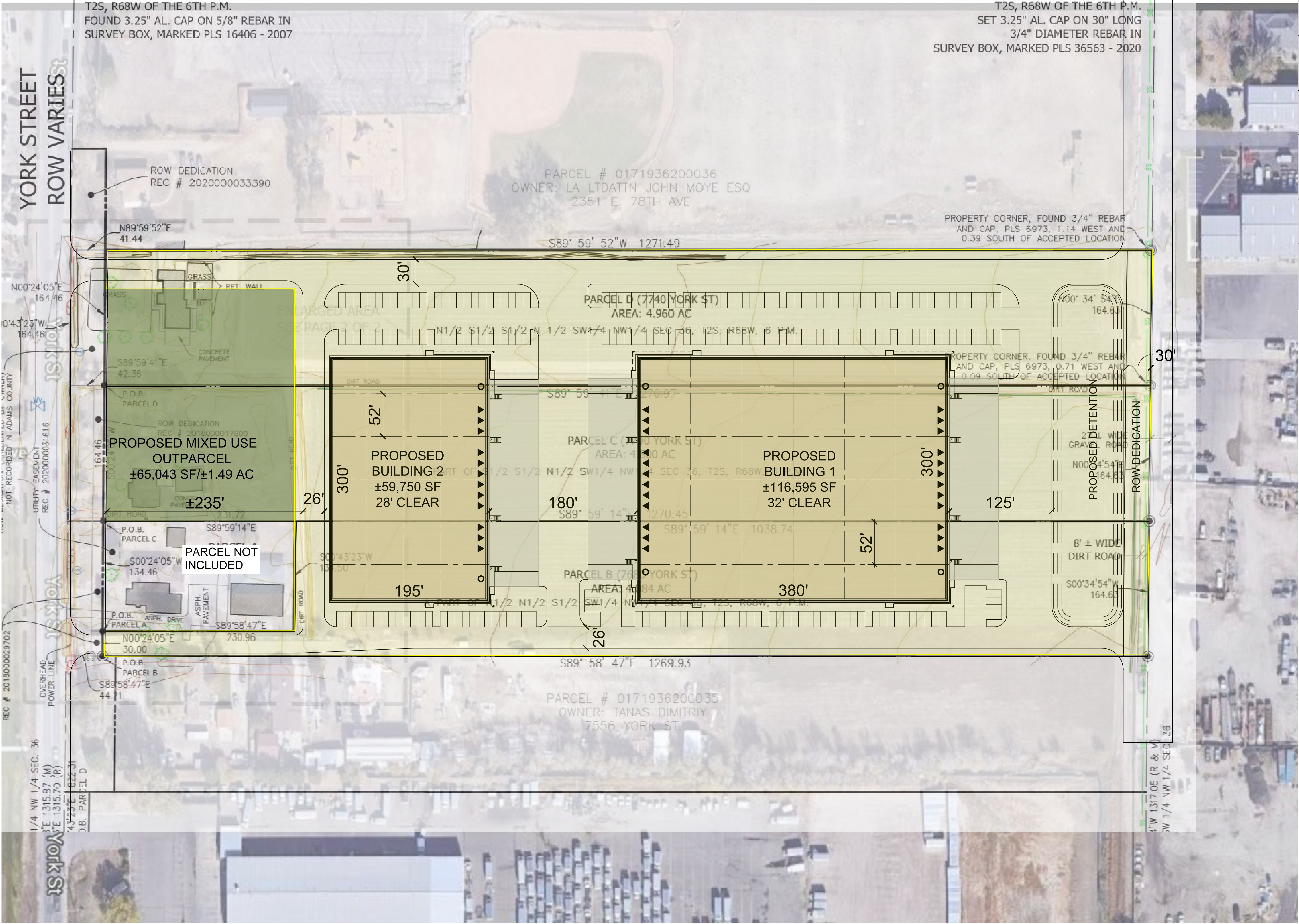


NORTH

WARE MALCOMB

DEN21-0001-00  
04/18/2022

SHEET  
2



TABULATIONS				
GROSS SITE AREA		+/- 603,372 SF	+/- 13.85 AC	
OUTPARCEL PROPOSED DEVELOPMENT		+/- 65,043 SF	+/- 1.49 AC	
		+/- 538,329 SF	+/- 12.36 AC	
NET COVERAGE		32.8%		
BUILDING AREA				
BUILDING 1		+/- 116,595 SF		
BUILDING 2		+/- 59,750 SF		
TOTAL BUILDING AREA		+/- 176,345 SF		
BUILDING 1				
DOCK DOORS		24 DOORS		
DRIVE IN DOORS		2 DOORS		
AUTO PARKING		REQUIRED	PROVIDED	
OFFICE (1/300 SF)		33 STALLS	33 STALLS	(4 OFFICE PODS @ 2,500 SF EA) = 10,000 SF
WAREHOUSE/MANUF (1/1000 SF)		107 STALLS	113 STALLS	
BUILDING 2				
DOCK DOORS		12 DOORS		
DRIVE IN DOORS		2 DOORS		
AUTO PARKING		REQUIRED	PROVIDED	
OFFICE (1/300 SF)		17 STALLS	17 STALLS	(2 OFFICE PODS @ 2,500 SF EA) = 5,000 SF
WAREHOUSE/MANUF (1/1000 SF)		55 STALLS	59 STALLS	

COREPARK FILING NO. 1

A PORTION OF THE NORTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO

PURPOSE STATEMENT:

THIS **COREPARK FILING NO. 1** PLAT IS INTENDED TO PLAT 13.688 ACRES INTO 2 LOTS, AND DEDICATE RIGHT-OF-WAY AND GRANT EASEMENTS.

LEGAL DESCRIPTION

(PER FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES TITLE COMMITMENT NO. 100-N0037509-020-LM1, AMENDMENT NO. 1, EFFECTIVE DATE APRIL 8, 2022)

PARCEL ONE:  
THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO;  
EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO, BY WARRANTY DEED RECORDED MARCH 2, 2018 UNDER RECEPTION NO. 2018000017800.

PARCEL TWO:  
THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:  
**COMMENCING** AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 36, FROM WHICH THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 36 BEARS S00°12'30" W, A DISTANCE OF 1316.24 FEET;  
THENCE S00°12'30"W, ALONG THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 36, A DISTANCE OF 329.15 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940 AND **THE POINT OF BEGINNING**;  
THENCE N89°30'41"E, ALONG THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940, A DISTANCE OF 41.44 FEET;  
THENCE S00°06'45"E, A DISTANCE OF 164.65 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940;  
THENCE S89°30'23"W, ALONG THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940, DISTANCE OF 42.37 FEET TO THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 36, SAID LINE BEING COINCIDENT WITH THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940;  
THENCE N00°12'30"W, ALONG SAID WEST LINE, A DISTANCE OF 164.66 FEET TO THE **POINT OF BEGINNING**.

PARCEL FOUR:  
THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT THOSE PORTIONS DESCRIBED IN DEEDS RECORDED JULY 24, 2007 AT RECEPTION NO. 2007000070528 AND APRIL 12, 2018 AT RECEPTION NO. 2018000029702 AND ANY PORTION LYING IN THE RIGHT OF WAY FOR YORK STREET.

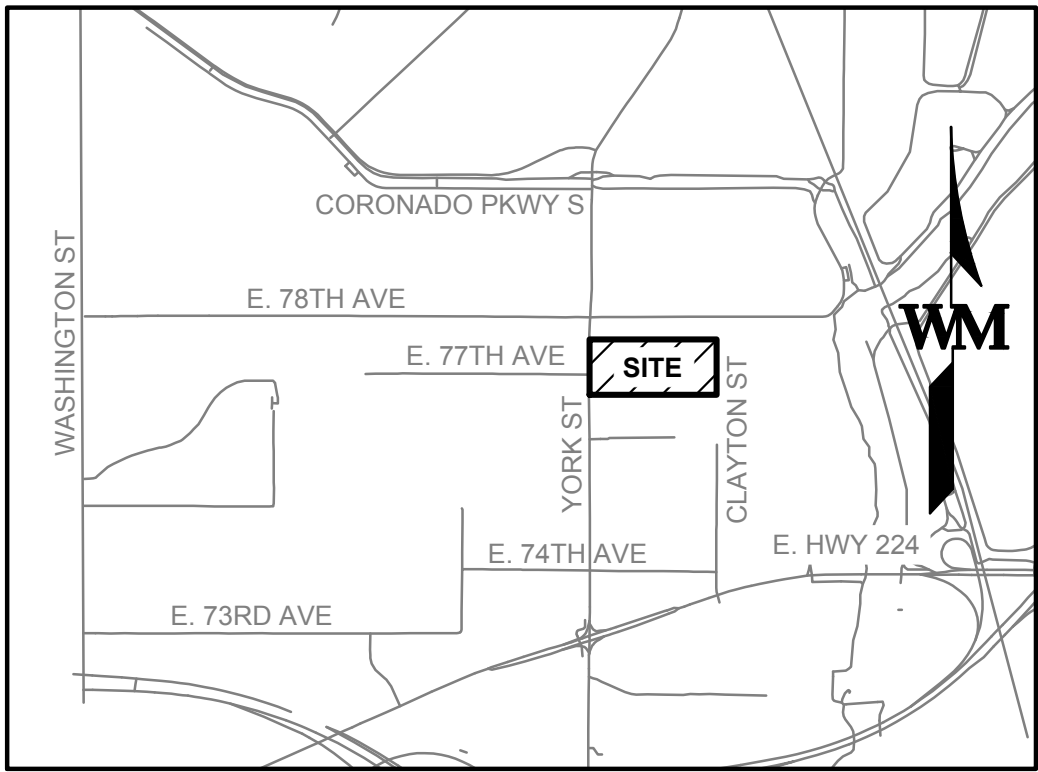
SURVEYOR'S LEGAL DESCRIPTION

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
**COMMENCING** AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND CONSIDERING THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36 TO BEAR SOUTH 00°04'20" WEST), WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE SOUTH 00°04'20" WEST ALONG SAID EAST LINE A DISTANCE OF 329.26 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°04'20" WEST CONTINUING ALONG SAID EAST LINE A DISTANCE OF 493.89 FEET;  
THENCE SOUTH 89°31'15" WEST A DISTANCE OF 1,269.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF YORK STREET DESCRIBED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 2018000029702 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;  
THENCE NORTH 00°06'32" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 30.00 FEET TO A POINT ON THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO.2007000070528 IN SAID RECORDS;  
THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES:  
1) NORTH 89°31'15" EAST A DISTANCE OF 230.96 FEET;  
2) NORTH 00°12'46" EAST A DISTANCE OF 134.58 FEET;  
3) SOUTH 89°31'00" WEST A DISTANCE OF 231.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF YORK STREET DESCRIBED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 2018000017800 IN SAID RECORDS;  
THENCE NORTH 00°06'32" WEST ALONG SAID EASTERLY RIGHT-OF WAY LINE AND THE EASTERLY RIGHT-OF-WAY LINE OF YORK STREET DESCRIBED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 2021000036534 IN SAID RECORDS A DISTANCE OF 329.07 FEET;  
THENCE NORTH 89°30'30" EAST A DISTANCE OF 1,271.46 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 596,251 SQUARE FEET, OR 13.688 ACRES, MORE OR LESS.



VICINITY MAP  
(SCALE 1" = 2000')

DEDICATION STATEMENT:

THE UNDERSIGNED OWNERS HAS BY THESE PRESENTS LAID OUT, PLATTED, INTO TWO LOTS AND AN EASEMENT, AS SHOWN ON THIS PLAT UNDER THE NAME **COREPARK FILING NO. 1**. ALL PUBLIC STREETS ARE HEREBY DEDICATED TO ADAMS COUNTY FOR PUBLIC USE. THE UNDERSIGNED DOES HEREBY GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS 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 EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

OWNER:

7700 YORK STREET INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: \_\_\_\_\_ AS: \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF COLORADO )  
 )SS  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

BY: \_\_\_\_\_ AS: \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY ADDRESS IS: \_\_\_\_\_

STORM WATER MAINTENANCE MANUAL:

THE APPROVED STORM WATER MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER OFFICE AT RECEPTION NO. \_\_\_\_\_.

SURVEYOR'S CERTIFICATE:

I, JUSTIN C. SCHEITLER, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN. I FURTHER CERTIFY THAT THIS PLAT IS BASED ON MY KNOWLEDGE INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

JUSTIN C. SCHEITLER  
COLORADO P.L.S. NO. 38430  
FOR & ON BEHALF OF:  
WARE MALCOMB  
900 SOUTH BROADWAY, SUITE 320  
DENVER, CO 80209  
303.561.3333

ADAMS COUNTY ATTORNEY OFFICE:

APPROVED AS TO FORM

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_.

CHAIR

CERTIFICATE OF CLERK AND RECORDER:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT \_\_\_\_\_:\_\_\_\_\_.M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20 \_\_\_\_\_.

COUNTY CLERK AND RECORDER

BY: \_\_\_\_\_  
DEPUTY

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900 south broadway suite 320 denver, co 80209 p. 303.561.3333 waremalcomb.com	<b>WARE MALCOMB</b> CIVIL ENGINEERING & SURVEYING	NO.	DATE	REMARKS	NO.	DATE	REMARKS	JOB NO. DEN21-0001		SHEET <b>1</b> Sheet <b>1</b> of <b>3</b>
								PA/PM: JCS		
								DRAWN: AJ		
								DATE: 06/03/2022		
								SCALE: NA		

COREPARK FILING NO. 1

A PORTION OF THE NORTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO

NOTES:

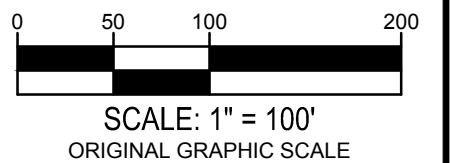
1. **NOTICE:** ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WARE MALCOMB. RELIED UPON THE FOLLOWING FIDELITY NATIONAL TITLE, NATIONAL COMMERCIAL SERVICES COMMITMENT. NO. 100-N0037509-020-LM1, AMENDMENT NO. 1, EFFECTIVE DATE APRIL 8, 2022.
4. ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200/3937 METERS.
5. **BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, WITH AN ASSUMED BEARING OF SOUTH 00°04'20" WEST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO, AND IS MONUMENTED AS SHOWN HEREON.
6. BASED ON A REVIEW OF FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08001C0604H DATED MARCH 5, 2007 THE SUBJECT PROPERTY FALLS ENTIRELY WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
7. MONUMENTATION SHALL BE IN ACCORDANCE WITH THE COLORADO REVISED STATUTES (CRS 38-51-105).

STORM DRAINAGE FACILITIES STATEMENT:

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

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A PORTION OF THE NORTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO



# Fidelity National Title



NATIONAL COMMERCIAL SERVICES

8055 E Tufts Ave, Suite 900  
Denver, CO 80237  
Phone: (303) 291-9977

**DATE:** April 14, 2022

**FILE NUMBER:** 100-N0037509-020-LM1, Amendment No. 1

**PROPERTY ADDRESS:** 7700 York Street, Denver, CO 80229, 7740 York Street, Denver, CO 80229, 7680 York Street, Denver, CO 80229, 7656 York Street, Denver, CO 80229, Vacant Land

**BUYER/BORROWER:** 7700 York Street Investments, LLC, a Colorado limited liability company

**OWNER(S):** 6625 Investments, LLC, a Colorado limited liability company and Fredric M. Sims, Trustee of the Fredric M. Sims Trust and Dmitriy Tanas

**YOUR REFERENCE NUMBER:**

**ASSESSOR PARCEL NUMBER:** R0071114, R0155086, R0071113, R0155085, R0167193, R0167194

**PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:**

None.

**WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.**

<b>TO: Escrow Officer</b>	<b>ATTN:</b> Lindsey Mann <b>PHONE:</b> (720) 200-1227 <b>FAX:</b> (303) 633-7624 <b>E-MAIL:</b> lindsey.mann@fnf.com
<b>Escrow Assistant</b>	<b>ATTN:</b> Katie Javorcic <b>PHONE:</b> (303) 889-8493 <b>E-MAIL:</b> katie.javorcic@fnf.com
<b>Title Officer</b>	<b>ATTN:</b> Darrin Kunselman <b>PHONE:</b> (720) 200-1233 <b>E-MAIL:</b> darrin.kunselman@fnf.com
<b>Sales Executive</b>	<b>ATTN:</b> Robert Masten <b>E-MAIL:</b> robert.masten@fnf.com
<b>TO: 7700 York Street Investments, LLC, a Colorado limited liability company</b>	<b>ATTN:</b> <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b>
<b>TO: Franklin Law Firm</b>	<b>ATTN:</b> David Franklin <b>PHONE:</b> <b>FAX:</b> <b>E-MAIL:</b> david@franklinfirm.org
<b>TO: Huntington Industrial Partners 385 Inverness Pkwy. Suite 450 Englewood, CO 80112</b>	<b>ATTN:</b> Jeff Jones <b>PHONE:</b> (720) 233-6966 <b>FAX:</b> (000) 000-0000 <b>E-MAIL:</b> jjones@huntingtonindustrial.com
<b>TO: National Commercial Services Main 8055 E Tufts Ave Suite 900 Denver, CO 80237</b>	<b>ATTN:</b> Lindsey Mann <b>PHONE:</b> (303) 291-9977 <b>FAX:</b> (303) 633-7720 <b>E-MAIL:</b> lindsey.mann@fnf.com

**Commitment Transmittal  
(Continued)**

**END OF TRANSMITTAL**



# COMMITMENT FOR TITLE INSURANCE

*Issued by*

**Fidelity 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 EXTRA CONTRACTUAL 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, **Fidelity National Title Insurance Company**, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By:   
John Miller  
Authorized Signature

**Fidelity National Title Insurance Company**

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

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



## 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;
- (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.

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- (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>.

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**Transaction Identification Data for reference only:**

Issuing Agent: Fidelity National Title, National Commercial Services  
 Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237  
 Loan ID Number:  
 Issuing Office File Number: 100-N0037509-020-LM1, Amendment No. 1  
 Property Address: 7700 York Street, Denver, CO 80229  
 Revision Number: Amendment No. 1, Amendment Date: April 8, 2022

**SCHEDULE A****AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **April 8, 2022**
2. Policy to be issued:
  - (a) ALTA Owners Policy 6-17-06  
 Proposed Insured: **7700 York Street Investments, LLC, a Colorado limited liability company**  
 Proposed Policy Amount: **\$100,000.00**
  - (b) None  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
  - (c) None  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**A Fee Simple**
4. The Title is, at the Commitment Date, vested in:  
**6625 Investments, LLC, a Colorado limited liability company, as to Parcels One, Two and Four  
 Fredric M. Sims, Trustee of the Fredric M. Sims Trust as to Parcel Three  
 Dmitriy Tanas as to Parcel Five**
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

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## SCHEDULE A

(Continued)

### PREMIUMS:

Owners Policy	579.00
ALTA 39-06 - Policy Authentication	0.00
Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	75.00
Tax Certificatex5	90.00

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## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel One:

The South  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> P.M., County of Adams, State of Colorado;

EXCEPT that portion conveyed to the County of Adams, State of Colorado, by Warranty Deed recorded March 2, 2018 under [Reception No. 2018000017800](#).

For Informational Purposes Only  
7700 York Street, Denver, Colorado  
Tax ID No.: 0171936200008 / R0071114

#### Parcel Two:

The North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian,  
County of Adams, State of Colorado

EXCEPT that portion described as follows:

Commencing at the Northwest corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 36, from which the Southwest corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 36 bears S00°12'30" W, a distance of 1316.24 feet; thence S00°12'30"W, along the West line of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 36, a distance of 329.15 feet to the Northwest corner of the parcel of land described in said [Reception No. 20040908000877940](#) and the Point of Beginning;

Thence N89°30'41"E, along the North line of the parcel of land described in said [Reception No. 20040908000877940](#), a distance of 41.44 feet;

Thence S00°06'45"E, a distance of 164.65 feet to the South line of the parcel of land described in said [Reception No. 20040908000877940](#);

Thence S89°30'23"W, along the South line of the parcel of land described in said Reception No. 20040908000877940, distance of 42.37 feet to the West line of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 36, said line being coincident with the West line of the parcel of land described in said [Reception No. 20040908000877940](#);

Thence N00°12'30"W, along said West line, a distance of 164.66 feet to the Point of Beginning.

For Informational Purposes Only:  
7740 York Street, Denver, Colorado  
Tax ID No.: 0171936200007 / R0071113

#### Parcel Three:

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

## EXHIBIT A

(Continued)

That part of the North One-Half of the North One-Half of the South One-Half of the Southwest One-Quarter of the Northwest One-Quarter of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, described as:

Commencing at the Southwest Corner of the Southwest One-Quarter of the Northwest One-Quarter of said Section 36; Thence N00°43'23"E along the West Line of said Southwest One-Quarter of the Northwest One-Quarter, a distance of 493.39 feet to the Southwest Corner of said North One-Half of the North One-Half of the South One-Half of the Southwest One-Quarter of the Northwest One-Quarter; Thence S89°58'47"E along the South Line of said North One-Half of the North One-Half of the South One-Half of the Southwest One-Quarter of the Northwest One-Quarter, a distance of 30.00 Feet to the East Right-of-Way of York Street; Thence N00°43'23"E along said East Right-of-Way Line, a distance of 30.00 Feet to the Point of Beginning; Thence continuing N00°43'23"E along said East Right-of-Way Line, a Distance of 134.47 Feet to the North Line of said North One-Half of the South One-Half of the Southwest One-Quarter of the Northwest One-Quarter; Thence S89°59'14"E along said North Line, a distance of 245.00 Feet; Thence S00°43'23"W Parallel with the West Line of said North One-Half of the North One-Half of the South One-Half of the Southwest One-Quarter of the Northwest One-Quarter, a distance of 134.50 Feet, being 30.00 Feet North of the South Line of said North One-Half of the North One-Half of the South One-Half of the Southwest One-Quarter of the Northwest One-Quarter; Thence N89°58'47"W Parallel with said South Line, a Distance of 245.00 Feet to the Point of Beginning. County of Adams, State of Colorado.

For Informational Purposes Only:  
7680 York Street, Denver, Colorado  
Tax ID No.: 0171936200031 / R0155085

### Parcel Four:

The North ½ of the North ½ of the South ¼ of the Southwest ¼ of the Northwest ¼ of Section 36, Township 2 South, Range 68 West of the 6<sup>th</sup> P.M., County of Adams, State of Colorado, EXCEPT those portions described in deeds recorded July 24, 2007 at [Reception No. 2007000070528](#) and April 12, 2018 at [Reception No. 2018000029702](#) and any portion lying in the right of way for York Street.

For Informational Purposes Only:  
Vacant Land, Denver, Colorado  
Tax ID No.: 0171936200032 / R0155086

### Parcel Five:

Parcels B and C as shown on the DeTullio Exemption from Subdivision Amended, Case Number PLT 2005-00047 recorded December 12, 2005 at [Reception No. 20051212001358460](#), County of Adams, State of Colorado

For Informational Purposes Only:  
7656 York Street, Denver, Colorado  
Tax ID No(s).:  
Parcel B: 0171936200035 / R0167193  
Parcel C: 0171936200033 / R0167194

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

**EXHIBIT A**  
(Continued)

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 5

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## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Furnish for recordation a full release of deed of trust:

Amount: \$139,000.00  
 Dated: October 27, 2006  
 Trustor/Grantor: Carol A Sims and Fredric M Sims  
 Trustee: Public Trustee of Adams County, Colorado  
 Beneficiary: Wachovia Mortgage Corporation  
 Recording Date: November 7, 2006  
 Recording No: [Reception No. 2006178278](#) (Denver recording)

(Affects Parcel Three)

- e. Furnish for recordation a full release of deed of trust:

Amount: \$256,000.00  
 Dated: April 6, 2006  
 Trustor/Grantor: Dmitriy Tanas  
 Trustee: Public Trustee of Adams County, Colorado  
 Beneficiary: CIT Group/Consumer Finance, Inc.  
 Recording Date: May 16, 2006  
 Recording No: [Reception No. 504080](#)

(Affects Parcel Five)

- f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: 6625 Investments, LLC, a Colorado limited liability company

a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member

b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

c) Recordation of a Statement of Authority

d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company.

(Affects Parcels One, Two and Four)

- g. Copy of Trust Agreement and recordation of Statement of Authority for Fredric M. Sims Trust pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

(Affects Parcel Three)

- h. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- i. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- j. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created as to 7700 York Street Investments, LLC, a Colorado limited liability company.
- k. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): 6625 Investments, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

(Affects Parcels One, Two and Four)

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**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

- I. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Fredric M. Sims Trust

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

(Affects Parcel Three)

- m. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Dmitriy Tanas

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

(Affects Parcel Five)

**Note:** Please be aware that 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.

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**END OF REQUIREMENTS**

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## 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. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.

#### **THE FOLLOWING MATTERS AFFECT PARCEL ONE:**

9. Any taxes or assessments by reason of the inclusion of the Land in the North Washington Street Water and Sanitation District:

Recording Date: May 28, 1954  
 Recording No.: [Book 499 Page 334](#)

Order (in regards thereto):

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

Recording Date: August 16, 1967  
Recording No.: [Book 1382 Page 201](#)

10. The effect of North Washington Street Water and Sanitation District Water and Sewer Utilities Base Map – Index:

Recording Date: May 8, 2017  
Recording No.: [Reception No. 2017000039956](#)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Adams  
Purpose: Utility Easement  
Recording Date: April 6, 2020  
Recording No.: [Reception No. 2020000031618](#)

**THE FOLLOWING MATTERS AFFECT PARCEL TWO:**

12. Any taxes or assessments by reason of the inclusion of the Land in the North Washington Street Water and Sanitation District:

Recording Date: May 28, 1954  
Recording No.: [Book 499 Page 334](#)

Order (in regards thereto):  
Recording Date: August 16, 1967  
Recording No.: [Book 1382 Page 201](#)

**THE FOLLOWING MATTERS AFFECT PARCELS THREE AND FOUR:**

13. Any taxes or assessments by reason of the inclusion of the Land in the North Washington Street Water and Sanitation District:

Recording Date: May 28, 1954  
Recording No.: [Book 499 Page 334](#)

Order (in regards thereto):  
Recording Date: August 16, 1967  
Recording No.: [Book 1382 Page 201](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Deed of Right-of-Way Dedication as set forth below:

Recording Date: April 12, 2018  
Recording No.: [Reception No. 29702](#)

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: County of Adams  
Purpose: utilities  
Recording Date: April 6, 2020  
Recording No: [Reception No. 31616](#)

**THE FOLLOWING MATTERS AFFECT PARCEL FIVE:**

16. Any taxes or assessments by reason of the inclusion of the Land in the North Washington Street Water and Sanitation District:

Recording Date: May 28, 1954  
Recording No.: [Book 499 Page 334](#)

Order (in regards thereto):  
Recording Date: August 16, 1967  
Recording No.: [Book 1382 Page 201](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision as set forth below:

Recording Date: October 2, 1997  
Recording No.: [Reception No. 322920](#)

Resolution (in regards thereto):  
Recording Date: October 2, 1997  
Recording No.: [Reception No. 322919](#)

18. Terms, conditions, provisions, agreements and obligations contained in the DeTullio Exemption from Subdivision as set forth below:

Recording Date: June 25, 2003  
Recording No.: [Reception No. 1164052](#)

Amendment (in regards thereto):  
Recording Date: December 12, 2005  
Recording No.: [Reception No. 1358460](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Easement Deed and Agreement as set forth below:

Recording Date: May 16, 2006  
Recording No.: [Reception No. 504040](#)

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**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

20. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision as set forth below:

Recording Date: January 26, 2009  
Recording No.: [Reception No. 5292](#)

21. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: September 1, 2009  
Recording No.: [Reception No. 65567](#)

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**END OF EXCEPTIONS**

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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance 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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# FIDELITY NATIONAL FINANCIAL, INC.

## PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



## WILL SERVE LETTER

May 31, 2022

7700 York Street Investments, LLC  
990 S. Broadway Suite 230  
Denver, CO 80203

Re: 77<sup>th</sup> Ave and York St, Welbey CO

Dear Mr. Swan,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electric service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 77<sup>th</sup> Ave and York St, Welbey CO 80229. The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Xcel Energy's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one - line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received*** (Residential Service Laterals if applicable)
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction*** - the site ready information can be found on our website at may be viewed at [Construction and Inspection | Xcel Energy](https://www.xcelenergy.com/ConstructionAndInspection).

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at [xcelenergy.com/InstallAndConnect](https://www.xcelenergy.com/InstallAndConnect).

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Cheriese Marczyk  
Xcel Energy Builder and Developer Representative

Mailing address: Public Service Company of Colorado  
1123 W 3rd Ave  
Denver, CO 80231



# ADAMS COUNTY FIRE RESCUE FIRE PREVENTION BUREAU

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

## Will Serve Letter 06/20/2022

<b>Project:</b>	Corepark
<b>Location:</b>	7700 York Street
<b>Description:</b>	Two Buildings - B1: 116,595 sq. ft. and B2: 59,750 sq. ft.
<b>Reviewer:</b>	Tiffany Raya

To whom it may concern,

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

Sincerely,

Whitney Even  
Fire Marshal

Adams County Fire Protection District

# North Washington Street Water and Sanitation District

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

April 21, 2021

To Whom It May Concern:

Dear Sirs:

The property located at 7700 York Street, is in the North Washington Street Water and Sanitation District service area boundaries.

The North Washington Street Water and Sanitation District will consider servicing said property with water and sewer service taps through the facilities of said District. Service is provided subject to the payment of fees and charges under the provisions and in accordance with the Rules and Regulations of the District, connector agreement with the Metropolitan Wastewater Reclamation District, and the Board of Water Commissioners of the City and County of Denver and the availability of water taps. Persons wanting to use the water and sewer system for Commercial, Industrial, Apartments, Mobile Homes or Condominium units and/or other purposes which could be expected to require large quantities of water and unusual amounts of sewage disposal shall be required to submit demand data for the industries water and sewage before a permit will be issued. Such permit may contain limitations as determined by the Board of Directors of the North Washington Street Water and Sanitation District.

Very truly yours,



Mike DeMattee,  
District Manager

May 10, 2022

RE: CorePark Denver Distribution Center – Legal Description

## LEGAL DESCRIPTION:

### BASIS OF BEARINGS:

THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, MONUMENTED AS SHOWN HEREON IS ASSUMED TO BEAR S 89° 57' 25" E, WITH ALL BEARINGS HEREON RELATIVE THERETO.

### PARCEL ONE:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO; EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF ADAMS, STATE OF COLORADO, BY WARRANTY DEED RECORDED MARCH 2, 2018 UNDER RECEPTION NO. 2018000017800.

### PARCEL TWO:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 36, FROM WHICH THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 36 BEARS S00°12'30" W, A DISTANCE OF 1316.24 FEET; THENCE

S00°12'30"W, ALONG THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 36, A DISTANCE OF 329.15 FEET TO THE

NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940 AND THE POINT OF

BEGINNING:

THENCE N89°30'41"E, ALONG THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940, A DISTANCE OF 41.44 FEET;

THENCE S00°06'45"E, A DISTANCE OF 164.65 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION

# WARE MALCOMB

ARCHITECTURE  
PLANNING  
INTERIORS

CIVIL ENGINEERING  
BRANDING  
BUILDING MEASUREMENT

NO. 20040908000877940;

THENCE S89°30'23"W, ALONG THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940, DISTANCE OF 42.37 FEET TO THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 36, SAID

LINE BEING COINCIDENT WITH THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN SAID RECEPTION NO. 20040908000877940;

THENCE N00°12'30"W, ALONG SAID WEST LINE, A DISTANCE OF 164.66 FEET TO THE POINT OF BEGINNING. OF BEGINNING. COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL FOUR:

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, EXCEPT THOSE PORTIONS DESCRIBED IN DEEDS RECORDED JULY 24, 2007 AT RECEPTION NO. 2007000070528 AND APRIL 12, 2018 AT RECEPTION NO. 2018000029702 AND ANY PORTION LYING IN THE RIGHT OF WAY FOR YORK STREET.



# TREASURER & PUBLIC TRUSTEE

## ADAMS COUNTY, COLORADO

### Certificate Of Taxes Due

Account Number R0071113  
 Parcel 0171936200007  
 Assessed To  
 6625 INVESTMENTS LLC  
 80 E 62ND AVE STE 101  
 DENVER, CO 80216-1280

Certificate Number 2022-212607  
 Order Number  
 Vendor ID Counter

Legal Description					Situs Address
SECT,TWN,RNG:36-2-68 DESC: N2 S2 N2 SW4 NW4 EXC RD (2021000036534) 4/612A					7740 YORK ST
Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$2,599.66	\$0.00	\$0.00	(\$2,599.66)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 05/04/2022</b>					<b>\$0.00</b>

Tax Billed at 2021 Rates for Tax Area 085 - 085

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6890000	\$97.20	1276	\$363,455	\$25,990
ADAMS COUNTY FIRE PROTECTIO	16.6860000	\$439.68	AG FLOOD IRRG LAND	\$1,232	\$360
ADAMS COUNTY	27.0690000	\$713.27	Total	\$364,687	\$26,350
NORTH WASHINGTON WATER & SA	0.7750000	\$20.42			
SD 1	49.4400000	\$1,302.75			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$2.63			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$23.71			
Taxes Billed 2021	98.6590000	\$2,599.66			

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURY PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L. Culpepper,  
 J.D.

Treasurer, Adams County, Lisa L. Culpepper J.D.



4430 S. Adams County Parkway  
 Brighton, CO 80601



# TREASURER & PUBLIC TRUSTEE

## ADAMS COUNTY, COLORADO

### Certificate Of Taxes Due

Account Number R0071113  
Parcel 0171936200007  
Assessed To  
6625 INVESTMENTS LLC  
80 E 62ND AVE STE 101  
DENVER, CO 80216-1280

Certificate Number 2022-212916  
Order Number  
Vendor ID  
JOHN SEIPLE - HUNTINGTON INDUSTRIAL PARTNERS  
385 INVERNESS PKWY STE 460 GREENWOOD VILLAGE CO 80112

Legal Description				Situs Address	
SECT,TWN,RNG:36-2-68 DESC: N2 S2 N2 SW4 NW4 EXC RD (2021000036534) 4/612A				7740 YORK ST	
Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$2,599.66	\$0.00	\$0.00	(\$2,599.66)	\$0.00
<b>Total Tax Charge</b>					\$0.00
<b>Grand Total Due as of 05/10/2022</b>					<b>\$0.00</b>

Tax Billed at 2021 Rates for Tax Area 085 - 085

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6890000	\$97.20	1276	\$363,455	\$25,990
ADAMS COUNTY FIRE PROTECTIO	16.6860000	\$439.68	AG FLOOD IRRG	\$1,232	\$360
ADAMS COUNTY	27.0690000	\$713.27	LAND		
NORTH WASHINGTON WATER & SA	0.7750000	\$20.42	Total	\$364,687	\$26,350
SD 1	49.4400000	\$1,302.75			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$2.63			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$23.71			
Taxes Billed 2021	98.6590000	\$2,599.66			

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURY PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.  
Culpepper, J.D.

Treasurer, Adams County, Lisa L. Culpepper J.D.



4430 S. Adams County Parkway  
Brighton, CO 80601



# TREASURER & PUBLIC TRUSTEE

## ADAMS COUNTY, COLORADO

### Certificate Of Taxes Due

Account Number R0155086  
 Parcel 0171936200032  
 Assessed To  
 6625 INVESTMENTS LLC  
 80 E 62ND AVE  
 DENVER, CO 80216-1280

Certificate Number 2022-212920  
 Order Number  
 Vendor ID  
 JOHN SEIPLE - HUNTINGTON INDUSTRIAL PARTNERS  
 385 INVERNESS PKWY STE 460 GREENWOOD VILLAGE CO 80112

Legal Description  
 SECT,TWN,RNG:36-2-68 DESC: N2 N2 S2 SW4 NW4 EXC PARC AND EXC RD (REC NO  
 2018000029702) 0/7443A

Situs Address  
 0

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$123.32	\$0.00	\$0.00	(\$123.32)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 05/10/2022</b>					<b>\$0.00</b>

Tax Billed at 2021 Rates for Tax Area 085 - 085

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6890000	\$4.61	AG FLOOD IRRG	\$4,318	\$1,250
ADAMS COUNTY FIRE PROTECTIO	16.6860000	\$20.86	LAND		
ADAMS COUNTY	27.0690000	\$33.84	Total	\$4,318	\$1,250
NORTH WASHINGTON WATER & SA	0.7750000	\$0.97			
SD 1	49.4400000	\$61.80			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.12			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$1.12			
Taxes Billed 2021	98.6590000	\$123.32			

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURY PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.  
 Culpepper, J.D.

Treasurer, Adams County, Lisa L. Culpepper J.D.



4430 S. Adams County Parkway  
 Brighton, CO 80601



# TREASURER & PUBLIC TRUSTEE

## ADAMS COUNTY, COLORADO

### Certificate Of Taxes Due

Account Number R0071115  
 Parcel 0171936200009  
 Assessed To  
 SIMS FREDRIC M AND  
 SIMS CAROL A  
 3032 ALBION ST  
 DENVER, CO 80207-2607

Certificate Number 2022-212917

Order Number

Vendor ID

JOHN SEIPLE - HUNTINGTON INDUSTRIAL PARTNERS  
 385 INVERNESS PKWY STE 460 GREENWOOD VILLAGE CO 80112

**Legal Description**

SECT,TWN,RNG:36-2-68 DESC: N2 N2 S2  
 SW4 NW4 4/27A

**Situs Address**

7680 YORK ST #0

Year	Tax	Interest	Fees	Payments	Balance
<b>Grand Total Due as of 05/10/2022</b>					<b>\$0.00</b>

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURY PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.

Culpepper, J.D.

Treasurer, Adams County, Lisa L. Culpepper J.D.



4430 S. Adams County Parkway  
 Brighton, CO 80601



# TREASURER & PUBLIC TRUSTEE

## ADAMS COUNTY, COLORADO

### Certificate Of Taxes Due

Account Number R0071114  
 Parcel 0171936200008  
 Assessed To  
 6625 INVESTMENTS LLC  
 80 E 62ND AVE  
 DENVER, CO 80216-1280

Certificate Number 2022-212918  
 Order Number  
 Vendor ID  
 JOHN SEIPLE - HUNTINGTON INDUSTRIAL PARTNERS  
 385 INVERNESS PKWY STE 460 GREENWOOD VILLAGE CO 80112

Legal Description	Situs Address				
SECT,TWN,RNG:36-2-68 DESC: S2 S2 N2 SW4 NW4 EXC RD (REC NO 2018000017800)	4/4717A 7700 YORK ST				
Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$157.86	\$0.00	\$0.00	(\$157.86)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 05/10/2022</b>					<b>\$0.00</b>

Tax Billed at 2021 Rates for Tax Area 085 - 085

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6890000	\$5.90	AG FLOOD IRRG	\$5,507	\$1,600
ADAMS COUNTY FIRE PROTECTIO	16.6860000	\$26.70	LAND		
ADAMS COUNTY	27.0690000	\$43.31	Total	\$5,507	\$1,600
NORTH WASHINGTON WATER & SA	0.7750000	\$1.24			
SD 1	49.4400000	\$79.11			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.16			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$1.44			
Taxes Billed 2021	98.6590000	\$157.86			

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURY PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

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I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L.  
 Culpepper, J.D.

Treasurer, Adams County, Lisa L. Culpepper J.D.



4430 S. Adams County Parkway  
 Brighton, CO 80601

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, 6625 Investments LLC  
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:

Physical Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Parcel #(s): 0171936200007, 0171936200008, 0171936200032

(PLEASE CHECK ONE):

\_\_\_\_\_ On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

or

X I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: 5/3/2022

Applicant: 6625 Investments LLC

By: Michael E Fiore

Print Name: Michael E. Fiore

Address: 80 E. 62<sup>nd</sup> Avenue

Denver, CO 80216

STATE OF COLORADO )

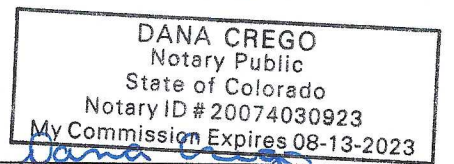
)

COUNTY OF ADAMS )

Subscribed and sworn to before me this 3 day of may, 2022, by  
Michael E Fiore

Witness my hand and official seal.

My Commission expires: 08-13-2023



Notary Public

After Recording Return To:

Name and Address of Person Preparing Legal Description:

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

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

I/We, 6625 Investments LLC  
, (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:

Physical Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Parcel #(s): 0171936200007, 0171936200008, 0171936200032

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

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

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

\_\_\_\_\_ The application for development provides:

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

Date: 5/3/2022 Applicant: 6625 Investments LLC

After Recording Return To:

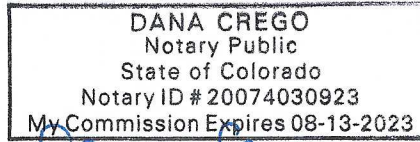
By: Michael E. Fiore  
Print Name: Michael E. Fiore  
Address: 80 E. 62<sup>nd</sup> Avenue  
Denver, CO 80216

STATE OF COLORADO     )  
  )  
COUNTY OF ADAMS     )

Subscribed and sworn to before me this 3 day of May, 2022, by  
Michael E Fiore.

Witness my hand and official seal.

My Commission expires: 08.13.2023



Dana Crego  
Notary Public

*Name and Address of Person Preparing Legal Description:*

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

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

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

**Physical Address:**

Legal Description: \_\_\_\_\_

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

With respect to qualifying surface developments:

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

Date: \_\_\_\_\_ Applicant: \_\_\_\_\_  
By: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF COLORADO    )  
  )  
COUNTY OF ADAMS    )

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

Witness my hand and official seal.

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

*After Recording Return To:*

*Name and Address of Person Preparing Legal Description:*

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



## **SUBDIVISION IMPROVEMENTS AGREEMENT**

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

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

- ☒ 1. Development Application Form (pg. 3)
- ☒ 2. Application Fee (see table)
- ☒ 3. Written Explanation of the Agreement and All Public Improvements
- ☒ 4. Copy of Proposed Subdivision Improvements Agreement
- ☒ 5. Construction Documents, including assigned case number

<b>Application Fees</b>	<b>Amount</b>	<b>Due</b>
SIA Agreement	\$500	After complete application received

# **Subdivision Improvements Agreement - Guide to Development Application Submittal**

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

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

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## **3 and 4. Subdivision Improvements Agreement (SIA):**

- A clear and concise, yet thorough, description of the proposal. Please include, if applicable, timeframe, purpose of project, and improvements that will be made to the site
- This agreement addresses the manner, timing, and responsibility of completion of all required public improvements (i.e. curb, gutter, and sidewalk)
- Shall include the Word version of the Subdivision Improvements Agreement, all exhibits, and a collateral estimate

## **5. Construction / Engineering Design Plans:**

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



## DEVELOPMENT APPLICATION FORM

### Application Type:

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

**PROJECT NAME:**

### APPLICANT

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

### OWNER

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

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

Name:  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

## DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor  
Parcel Number

Existing  
Zoning:

Existing Land  
Use:

Proposed Land  
Use:

Have you attended a Conceptual Review? YES ☒ NO ☐

If Yes, please list PRE#:

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature