Community & Economic Development Department www.adcogov.org



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

CONDITIONAL USE PERMIT

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

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

✓ 1	. Development Application	Form (pg. 5)			
√ 2	Application Fees (see pg. 2)				
√ 3	. Written Explanation of the	Project			
√ 4	Site Plan Showing Propose	ed Development			
√ 5	Proof of Ownership (warra	inty deed or title policy)			
√ 6	Proof of Water and Sewer	Services			
√ 7.	Proof of Utilities (e.g. elec	tric, gas)			
√ 8.	Legal Description				
√ 9.	Certificate of Taxes Paid				
√ 10	O.Certificate of Notice to Mi	ineral Estate Owners/and Lesse	ees(pg. 7)		
1	1.Certificate of Surface Deve	elopment (pg. 8-10)			
Supp	lemental Items (if applicable	*Contact County staff for su	pplemental forms		
1.	Traffic Impact Study				
2.	Neighborhood Meeting Sur	mmary			
3.	Solid waste transfer station	*			
4.	Solid waste composting fac	eility*			
5.	Scrap tire recycling facility	ak			
6.	Inert fill*				
	Application Fees	Amount	Due		
	Constitution Description	\$1,000 (\$300 per additional	After complete		

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

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DEVELOPMENT APPLICATION FORM

Application Type	pe:		
Su Su	onceptual Review Preliminary PU abdivision, Preliminary Final PUD abdivision, Final Rezone at Correction/ Vacation Special Use	☐ Varian	onal Use
PROJECT NAM	E: 62nd Avenue, LLC Conditional Use Peri	mit	
APPLICANT			
Name(s):	Laurie Johnson, Main Contact	Phone #:	303-550-2591
Address:	7010 Broadway, Suite 106		
City, State, Zip:	Denver, CO 80221		
2nd Phone #:	720-884-0300	Email:	laurie.johnson@5280waste.com
OWNER			
Name(s):	Bill Bradley	Phone #:	303-324-1966
Address:	7010 Broadway, Suite 106		
City, State, Zip:	Denver, CO 80221		
2nd Phone #:	720-884-0300	Email:	bill.bradley@5280waste.com
TECHNICAL RE	PRESENTATIVE (Consultant, Engi	neer, Surve	yor, Architect, etc.)
Name:	Christine Francescani, Fairfield and Woods	Phone #:	303-894-4435
Address:	1801 California Street, Suite 2600		
City, State, Zip:	Denver, CO 80202		
2nd Phone #:		Email:	cfrancescani@fwlaw.com

DESCRIPTION OF SITE

Address:	605 W 62nd Avenue
City, State, Zip:	Denver, CO 80216
Area (acres or square feet):	8.7 acres
Tax Assessor Parcel Number	0182510201006
Existing Zoning:	I-3
Existing Land Use:	Transportation, warehousing, and maintenance of roll-off containers and trucks
Proposed Land Use:	Transportation, warehousing, and maintenance of roll-off containers and trucks
Have you attende	d a Conceptual Review? YES X NO NO
If Yes, please list	PRE#: PRE2021-00084
under the author pertinent requirem Fee is non-refund	at I am making this application as owner of the above described property or acting rity of the owner (attached authorization, if not owner). I am familiar with all nents, procedures, and fees of the County. I understand that the Application Review dable. All statements made on this form and additional application materials are my knowledge and belief.
Name:	Christine Francescani Date: April 4, 2022
Name:	Technicat Representative, On Behalf of Owner



September 20, 2021

Re: Adams County permitting

To whom it may concern,

This letter is to serve as authorization for Laurie Johnson to act on my behalf for the purpose of submitting application reviews and maintaining communication with Adams County staff on all matters relating to our property located at 605 W. 62ND Avenue.

Sincerely

Bill Bradley Owner

5280 Waste Solutions

Bill.bradley@5280waste.com

(303) 324-1966



March 31, 2022

Re: Adams County permitting

To whom it may concern,

This letter is to serve as authorization for Christine Francescani with Fairfield and Woods to submit the application for Change in Use and Conditional Use Permit on behalf of 5280 Waste Solutions to Adams County.

Sincerely,

Laurie Johnson

Chief Operating Officer 5280 Waste Solutions

Laurie.johnson@5280waste.com

(303) 550-2591



Christine M. Francescani (303) 894-4435 cfrancescani@fwlaw.com

TO: Adams County Community and Economic Development Department

FROM: 62nd Avenue, LLC and 5280 Waste

RE: Written Explanation in Support of Conditional Use Permit Application for

Outdoor Storage for Property at 605 W 62nd Avenue

DATE: April 4, 2022

Adams County Community and Economic Development Department Staff,

5280 Waste, located at 605 W 62nd Avenue in Adams County, provides roll-off services with a variety of dumpster sizes up and down the Front Range of Colorado. This Conditional Use Permit application for outdoor storage goes hand-in-hand with the Change-in-Use application for this property, which taken together will bring 5280 Waste's operations and property into compliance with the County's current Development Standards and Regulations.

5280's operations include transportation, warehousing, and maintenance of roll-off containers and trucks. This necessitates outdoor storage on their site. Section 4-11-02-04-09:5.A. of the County's Development Standards and Regulations requires that, in the I-3 zone district, if an operation has outdoor storage in excess of 80% of the size of the entire lot, the operation must have a conditional use permit. 5280 Waste's lot size is 8.7 acres, and its operations require outdoor storage greater than 80% of the lot. This is because based upon the size of the containers and the need for their easy and efficient movement and transportation, the exclusive option for effective operations is to store the containers outdoors.

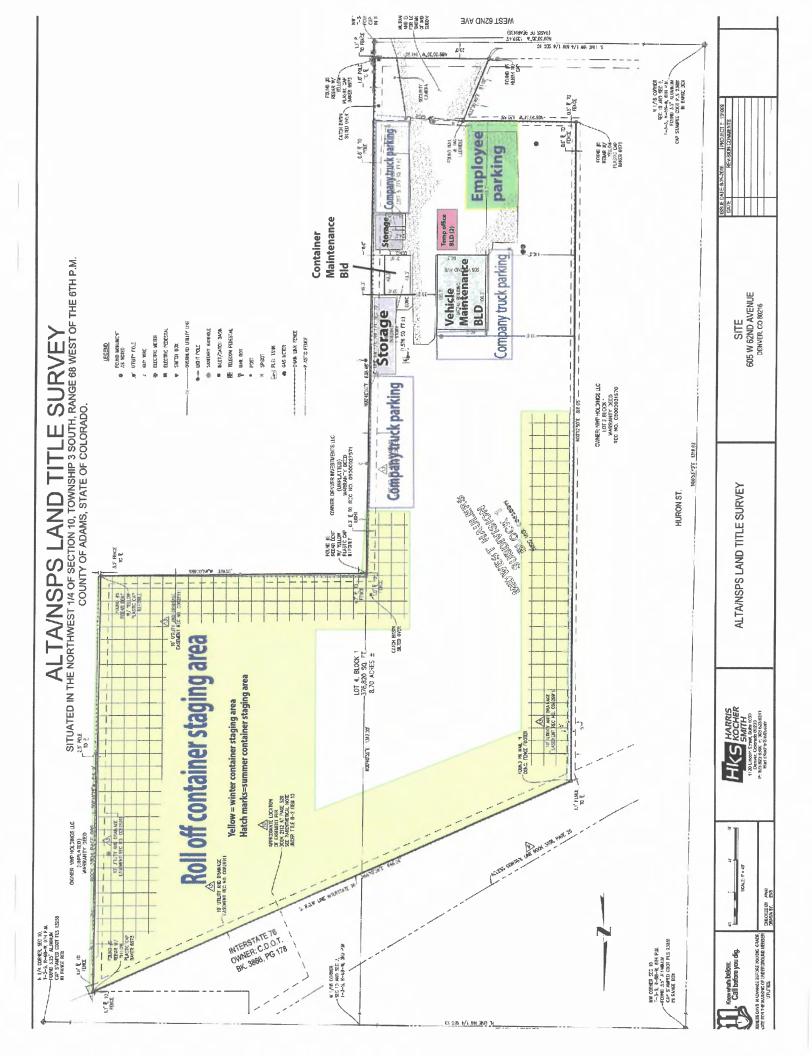
We thus request a Conditional Use Permit for this property allowing outdoor storage on more than 80% of the lot. This is an appropriate and efficient use of the property, and will not only enable 5280 Waste to come into compliance with the County's current regulations, but to continue to operate successfully in Adams County and the Front Range. We look forward to working with staff through this process.

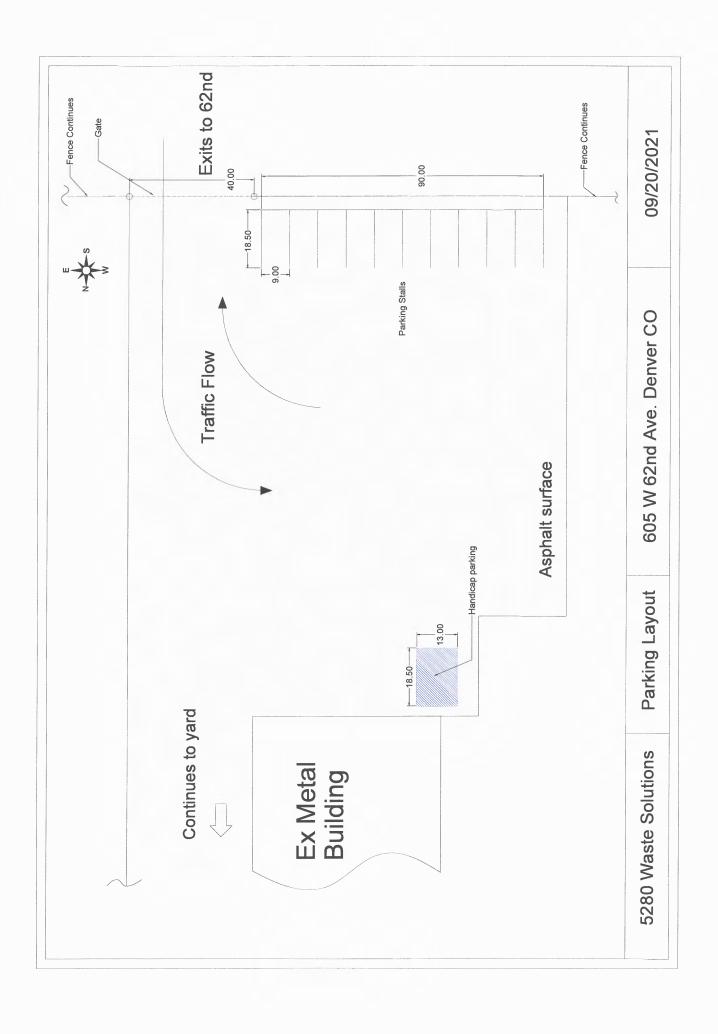
Thank you for your consideration.

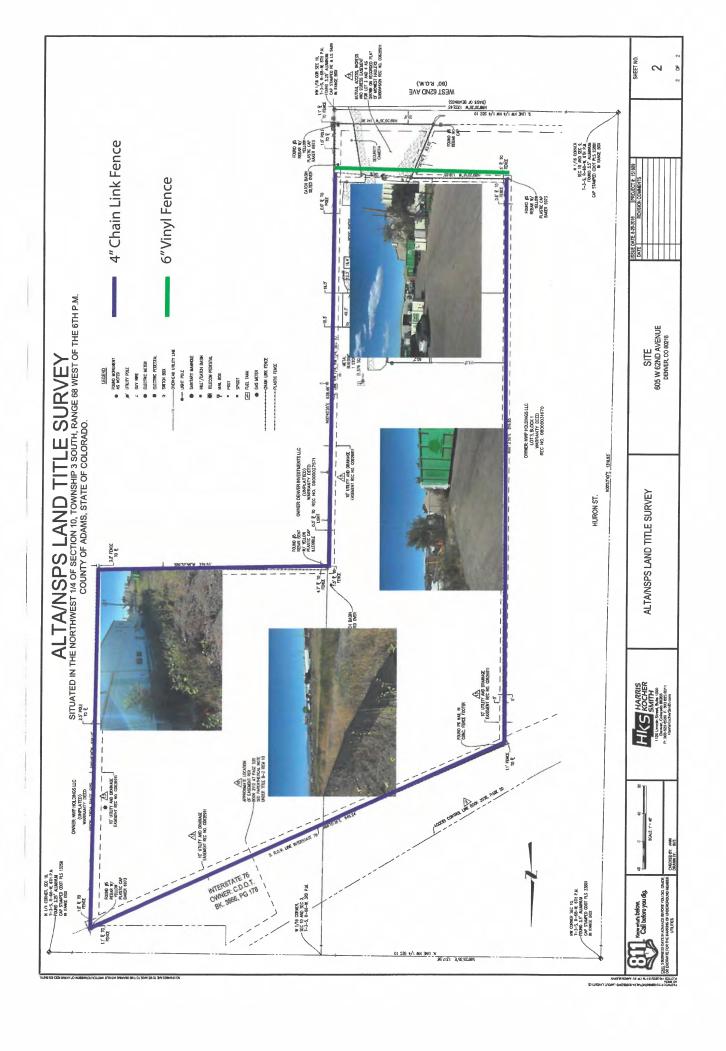
Christine M. Francescani Fairfield and Woods, P.C.

Sincerely,

On Behalf of 62nd Avenue, LLC and 5280 Waste









DATE: March 11, 2022

FILE NUMBER: 100-N0037197-010-TO2

PROPERTY ADDRESS: 605 West 62nd Avenue, Denver, CO

BUYER/BORROWER: West 62nd Ave LLC, a Colorado limited liability company

OWNER(S):

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0121751 / 0182510201006

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.

TO:	Escrow Officer	ATTN: PHONE:	Title Only 10
		FAX: E-MAIL:	(303) 633-7720
	Escrow Assistant	ATTN: PHONE: E-MAIL:	
	Title Officer	ATTN: PHONE: E-MAIL:	Eric Stearns (303) 692-6778 estearns@fnf.com
	Sales Executive	ATTN: E-MAIL:	NCS Sales
TO:	JP Title Guaranty	ATTN:	Jill Pasko
	1600 Golf Rd.	PHONE:	(000) 000-0000
	Ste 1200	FAX:	(000) 000-0000
	Rolling Meadows, IL 60008	E-MAIL:	jpasko@jptitle.com
TO:	National Commercial Services Title Only 8055 E Tufts Ave	ATTN: PHONE:	Title Only 10
	Suite 900	FAX:	(303) 633-7720
	Denver, CO 80237	E-MAIL:	

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

John Miller

Authorized Signature

Fidelity National Title Insurance Company

Michael J. Nolan

Marjorie Nemzura

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.

27C165B Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)



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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27C165B Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 1

- (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.
- The Company will only have liability under Commitment Condition 4 if the Proposed Insured (c) would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense (d) incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- The Company shall not be liable for the content of the Transaction Identification Data, if any. (e)
- In no event shall the Company be obligated to issue the Policy referred to in this Commitment (f) unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the
- (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

- 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.
- When the Policy is issued, all liability and obligation under this Commitment will end and the (f) 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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27C165B Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2 AMERICAN

Transaction Identification Data for reference only:

Fidelity National Title, National Commercial Services Issuina Agent: Issuing Office: 8055 E Tufts Ave. Suite 900, Denver. CO 80237

Loan ID Number:

Issuing Office File Number: 100-N0037197-010-TO2

Property Address: 605 West 62nd Avenue, Denver, CO

Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: March 2, 2022

- 2. Policy to be issued:
 - (a) None

Proposed Insured:

Proposed Policy Amount:

ALTA Loan Policy 6-17-06 (b)

Proposed Insured: Mid First Bank

Proposed Policy Amount: \$4,000,000.00

None (c)

Proposed Insured:

Proposed Policy Amount: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, <u>vested in</u>:

West 62nd Ave LLC, a Colorado limited liability company

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:

ALTA Loan Policy 6-17-06	3,967.00
Delete 1-4 commercial upon requirements met	75.00
and provided there is no recent, ongoing or	
anticipated construction on the land	
39-06 Policy Authentication	0.00
Tax Certificate	18.00
Search & Exam Fee	250.00

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

Page 2



EXHIBIT A LEGAL DESCRIPTION

Lot 4, Block 1, Midwest Hauler's Subdivision, County of Adams, State of Colorado.

FOR INFORMATIONAL PURPOSES ONLY: Assessor Parcel No. R0121751 / 0182510201006

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SCHEDULE B

PART I - REQUIREMENTS

All of the following Requirements must be met:

- Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured. a.
- Pay us the premiums, fees and charges for the policy. b.
- Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent. C.
- Furnish for recordation a full release of deed of trust: d.

Amount: \$4.000.000.00 Dated: November 03, 2020

Trustor/Grantor: West 62nd Ave LLC, a Colorado limited liability company

Trustee: The Public Trustee of Adams County, Colorado

Beneficiary: Fund Investment 123, LLC, a Michigan limited liability company

Loan No. None Shown Recording Date: November 04, 2020

Recording No: Reception No.2020000113984

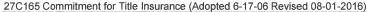
- Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for e. the benefit of the Proposed Insured Lender.
- f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

West 62nd Ave LLC, a Colorado limited liability company 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
- c) Recordation of Statement of Authority for West 62nd Ave LLC, a Colorado limited liability company 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.
- 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

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

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SCHEDULE B PART I – Requirements

(Continued)

g. 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): West 62nd Ave 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.

- h. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- i. The Company will require a "no change" affidavit from the mortgagor 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.

Job No.: <u>151009</u>

Dated: July 27, 2007 and last revised November 4, 2020

Prepared by: Harris Kocher Smith

Matters shown: Chain link fence along the most easterly east line, the most northerly south line,

and the most Westerly east line of subject property do not coincide with property

boundary lines.

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

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.

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.
- 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 lessees.
- 9. Each and every right or rights of access to and from any part of the right of way of 76, as State Department of Highways Division of Highways, State of Colorado in Instrument recorded December 19, 1975 in Book 2036 at Page 20.
- 10. Easement Granted to Public Service of Colorado, for Utility lines, and incidental purposes, by instrument recorded December 28, 1976, in Book 2112 at Page 520.
- 11. Terms, conditions and provisions of Underground Facilities Information recorded March 15, 1993 in Book 4038 at Page 101.

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



SCHEDULE B PART II – Exceptions

(Continued)

- 12. Terms, conditions and provisions of Zoning Hearing Decision recorded December 28, 1999 in <u>Book 5995</u> at page 727.
- 13. Easements, conditions, covenants, restrictions, reservations and notes on the recorded plat of Midwest Hauler's Subdivision recorded December 28, 1999 under Reception No. C0626911.

Chain link fence along the most easterly east line, the most northerly south line, and the most Westerly east line of subject property do not coincide with property boundary lines.

14. Terms, conditions, provisions, agreements and obligations contained in the Resolution Approving Application in Case #RCU2016-00026 5280 Waste Solutions, Resolution 2017-561 as set forth below:

Recording Date: December 11, 2017

Recording No.: Reception No. 2017000108789

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

Granted to: County of Adams, State of Colorado, a body politic

Purpose: Permanent Drainage Easement

Recording Date: February 21, 2020

Recording No: Reception No. 2020000016383

 Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: 151009

Dated: July 27, 2007 and last revised November 4, 2020

Prepared by: Harris Kocher Smith

Matters shown: Chain link fence along the most easterly east line, the most northerly south line,

and the most Westerly east line of subject property do not coincide with property

boundary lines.

END OF EXCEPTIONS

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 II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

Wire Fraud Alert

Original Effective Date: 5/11/2017 Current Version Date: 5/11/2017

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

<u>Cookies</u>. 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.

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

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. 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.

<u>For California Residents</u>: 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.

<u>For Nevada Residents</u>: 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.

<u>For Oregon Residents</u>: 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.

<u>For Vermont Residents</u>: 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 <u>not</u> 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

NORTH PECOS WATER & SANITATION 6900 N PECOS STREET DENVER, CO 80221 (303) 429-5770 www.NorthPecosWater.org

West 62nd A			Billing Cy	ycle	Customer#
7010 Broady	way, Suite 107		01/01/2022 to 0	1/31/2022	440.1
Denver CO	80221		o no neoze to	110112022	770.1
Service Addr	ress: 605 W 62nd	Ave			
	***Fold & Detac	h Here. Return 1	OP Portion with	n Pavment*	**
Date	Meter Nbr	_	Prior Reading	Usage	Mult
01/31/2022	1471464068	1,073	1,067	MARKAGA MARKAG	3 1
All Water usage	is billed in thousand	gallon increments, so	if the usage says 1 tl	his is for 1 000	nallone used
Date	Description		Usage	Unit Price	Amount
12/31/2021 11/30/2021	Previous Balance Payments Adjustments	9	-		219.29
01/31/2022	Water Usage		6		28.52
*** *** ****	Water Base Sewer Usage Sewer Base	The second of	Process of the second second	17.20 25.00	17.20 36.00 25.00
	Excess Surcharg Reconnect Fee Misc Water Interest Water Interest Sewer	e			.90 1.28

Past Due	Interest	Current	Balance Due	Due Date
219.29	2.18	108.90	328.19	02/28/2022



MAILING ADDRESS	ACCOUNT N	IUMBER	DUE DATE
5280 WASTE SOLUTIONS LLC 7010 BROADWAY STE 106	53-0434	53-0434770-0	
DENVER CO 80221-2919	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	770771425	03/09/2022	\$2,631.31

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com

Email us at: Customerservice@xcelenergy.com

Please Call: 1-800-481-4700 Hearing Impaired: 1-800-895-4949 1-800-311-0050 Fax:

XCEL ENERGY Or write us at:

PO BOX 8

EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE (Balance)	de su	cuenta)
---------------------------	-------	---------

Previous Balance	As of 02/02	\$2,309.70
Payment Received	Online Payment 03/02	-\$2,309.70 CR
Balance Forward		\$0.00
Current Charges		\$2,631.31
Amount Due (Cantidad a paga	ar)	\$2,631.31

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
301009356	605 W 62ND AVE BLDG SHOP		\$1,715.46
301462455	615 W 62ND AVE		\$915.85
Total			\$2.631.31

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

DENVER CO 80221-2919

manifest line
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5280 WASTE SOLUTIONS LLC
7010 BROADWAY STE 106

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED		ED				
53-0434770-0	03/29/2022	\$2,631.31	Automated Bank Payme		ment				
			s	м	T	MARC W	H T	F	s
Your bill is paid the	Your bill is paid through an automated bank payment plan.			7	1 8	2 9	3 10	4	5 12
			13	14	15	16	17	18	19
			20	21	22	23	24	25	26
.1111.			27	28	29	30	31	1	

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DAILY AVERAGES	Last Year	This Year
Temperature	31° F	34° F
Electricity kWh	414.1	307.4
Electricity Cost	\$38.31	\$32.20

YOUR MONTHLY NATURAL GAS USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	30° F	34° F
Gas Therms	28.9	27.2
Gas Cost	\$15.92	\$21.41

MAILING ADDRESS	ACCOUNT N	ACCOUNT NUMBER	
5280 WASTE SOLUTIONS LLC 7010 BROADWAY STE 106	53-0434	53-0434770-0	
DENVER CO 80221-2919	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	770771425	03/09/2022	\$2,631.31

SERVICE ADDRESS: 605 W 62ND AVE BLDG SHOP DENVER, CO 80216-1001

NEXT READ DATE: 04/06/22

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 301009356 **INVOICE NUMBER:** 0954189265

METER READING INFORMATION				
METER G93654A Read Dates: 02/04/22 - 03/08/22 (32				
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE	
Total Energy	49343 Actual	39507 Actual	9836 kWh	
Demand	Actual		27.03 kW	
Billable Demand			27 kW	

ELECTRICITY CHARGES	RATE: S	G Secondary Genera	I
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$41.13
Secondary General	9836 kWh	\$0.007910	\$77.80
Elec Commodity Adj	9836 kWh	\$0.037900	\$372.78
Distribution Demand	27 kW	\$6.170000	\$166.59
Gen & Transm Demand	27 kW	\$9.090000	\$245.43
Trans Cost Adj	27 kW	\$0.580000	\$15.66
Demand Side Mgmt Cost	27 kW	\$0.470000	\$12.69
Purch Cap Cost Adj	27 kW	\$1.000000	\$27.00
Trans Elec Plan	27 kW	\$0.180000	\$4.86
Renew. Energy Std Adj			\$9.65
Colo Energy Plan Adj			\$9.65
Energy Assistance Chg			\$0.50
Subtotal			\$983.74
Sales Tax			\$46.71
Total			\$1,030.45

SERVICE ADDRESS: 605 W 62ND AVE BLDG SHOP DENVER, CO 80216-1001

NEXT READ DATE: 04/06/22

NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: 301009356 **INVOICE NUMBER:** 0470715779



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today!



There are two ways to contribute:

- Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
- CHECK THE RED BOX on the front-left side of this payment stub AND select a taxdeductible contribution below.

MONTHLY DONATION:

\$20	\$10	\$5	Other



\$1,715.46



MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
5280 WASTE SOLUTIONS LLC 7010 BROADWAY STE 106	53-0434	53-0434770-0	
DENVER CO 80221-2919	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	770771425	03/09/2022	\$2,631.31

Marie Control of the	METER READING INFORMATION
	METER A662014
	DESCRIPTION
	Total Energy
	NATURAL GAS ADJUSTMI
	DESCRIPTION
UTILITY	Therm Multiplier
UIILIII	
WORK	NATURAL GAS CHARGES
WORK >	DESCRIPTION
AUFAD	Service & Facility
AHEAD	Usage Charge
	Interstate Pipeline
1000	DSMCA .
100	Natural Gas 1 Otr
10 1 4 × .	RDS
The state of the s	GRSA-P
	GRSA
	Energy Assistance Chg
	Subtotal
	Juntulai

METER READING INFORMATION	N				
METER A662014	TER A662014 Read Dates: 02/03/22 - 03/07/22 (32 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE		
Total Energy	8599 Actual	7643 Actual	956 ccf		

B.I.A	THENAL	CACA	DJUST	BACKITO
IM ZA	11116411	1-43 4		IVII-IVI I 🦠

Premises Total

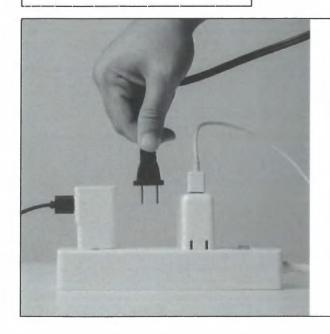
DESCRIPTION	VALUE	UNITS	CONVERSION	VALUE U	NITS
Therm Multiplier	956	ccf	x 0.908686	869 th	nerms

NATURAL GAS CHARGES	RATE: C	SG Commercial	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$43.88
Usage Charge	869 therms	\$0.163600	\$142.17
Interstate Pipeline	869 therms	\$0.057400	\$49.88
DSMCA			\$2.82
Natural Gas 1 Otr	869 therms	\$0.435700	\$378.62
RDS			\$4.14
GRSA-P			\$28.85
GRSA			\$3.12
Energy Assistance Chg			\$0.50
Subtotal	and the state of t		\$653.98
Sales Tax			\$31.03
Total			\$685.01

SAFETY IS A **POWERFUL** RESPONSIBILITY.

When millions of people rely on you for their energy, you hold a lot of power in your hands. Including the power to protect. That's why we trust a team of nearly 3,000 utility professionals to deliver energy right to your door, safely.

For ways you can stay safe, visit xcelenergy.com/Safety.



WE ALL HAVE OUR GHOSTS. THEY'RE CALLED PHANTOM POWER.

Phantom power is the drain that electronics, like a computer, have on energy even while they're powered off. So unplug, or use a power strip.



DAILY AVERAGES	Last Year	This Year
Temperature	29° F	34° F
Electricity kWh	182.5	277.7
Electricity Cost	\$17.64	\$30.53

MAILING ADDRESS	ACCOUNT N	IUMBER	DUE DATE
5280 WASTE SOLUTIONS LLC 7010 BROADWAY STE 106	53-0434770-0 STATEMENT NUMBER STATEMENT DATE		03/29/2022
DENVER CO 80221-2919			AMOUNT DUE
	770771425	03/09/2022	\$2,631.31

SERVICE ADDRESS: 615 W 62ND AVE DENVER, CO 80216-1001

NEXT READ DATE: 04/06/22

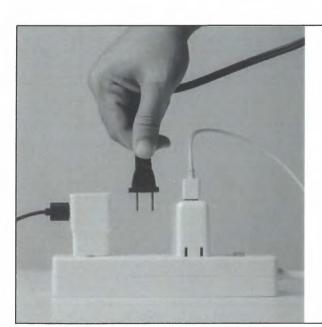
ELECTRICITY SERVICE DETAILS

 PREMISES NUMBER:
 301462455

 INVOICE NUMBER:
 0954188839

METER 75580444		Read Dates: 02/02/22 - 03/04/22	2 (30 Days)
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	51658 Actual	43328 Actual	8330 kWh
Demand	Actual		24.749 kW
Billable Demand			25 kW

ELECTRICITY CHARGES	RATE: C	Commercial Service	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$10.68
Commercial Service	8330 kWh	\$0.053140	\$442.66
Trans Cost Adj	8330 kWh	\$0.002020	\$16.83
Elec Commodity Adj	8330 kWh	\$0.037900	\$315.71
Demand Side Mgmt Cost	8330 kWh	\$0.001770	\$14.74
Purch Cap Cost Adj	8330 kWh	\$0.003460	\$28.82
Trans Elec Plan	8330 kWh	\$0.000540	\$4.50
RDA	8330 kWh	\$0.002730	\$22.74
Renew. Energy Std Adj			\$8.58
Colo Energy Plan Adj			\$8.58
Energy Assistance Chg			\$0.50
Subtotal			\$874.34
Sales Tax			\$41.51
Total			\$915.85
Premises Total			\$915.85



WE ALL HAVE OUR GHOSTS. THEY'RE CALLED PHANTOM POWER.

Phantom power is the drain that electronics, like a computer, have on energy even while they're powered off. So unplug, or use a power strip.

Legal Description for Conditional Use Permit Application 62^{nd} Ave, LLC 605 W 62^{nd} Avenue

SUB:MIDWEST HAULERS SUBDIVISION BLK:1 LOT:4



TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO

Certificate Of Taxes Due

Account Number R0121751 Parcel 0182510201006 Assessed To WEST 62ND AVE LLC

7010 BROADWAY STE 107

DENVER, CO 80221-2919

Certificate Number 2022-210312 Order Number Vendor ID 5280 WASTE SOLUTIONS, LLC

7010 BROADWAY, STE 106 DENVER CO 80221 (720) 884-0300

Legal Description Situs Address SUB:MIDWEST HAULERS SUBDIVISION BLK:1 LOT:4 605 W 62ND AVE Year Tax Interest Fees **Payments** Balance Tax Charge 2021 \$70,965.90 \$0.00 \$0.00 \$0.00 \$70,965.90 2020 \$0.00 \$20.00 \$2,525.52 (\$2,164.73)\$380.79 Total Tax Charge \$71,346.69 Lien 2020 Lien: 2021-23825 \$38,268.63 \$1,435.07 \$0.00 \$0.00 \$39,703,70 2020 \$0.00 \$7.00 \$0.00 \$7.00 Total Lien \$39,710.70 **GRAND TOTAL** \$111,057.39 Grand Total Due as of 03/31/2022 \$111,057.39 Tax Billed at 2021 Rates for Tax Area 038 - 038 Authority Mill Levy Amount Actual Assessed RANGEVIEW LIBRARY DISTRICT 3.6890000 \$2,674.53 COMM LND SPEC \$1,705,374 \$494,560 **PURPOS** ADAMS COUNTY FIRE PROTECTIO 16.6860000 \$12,097.35 \$794,626 SPECIAL PURPOSE ADAMS COUNTY \$230,440 27.0690000 \$19,625.02 SD 1 49.4400000 \$35,844.00 Total \$2,500,000 \$725,000 URBAN DRAINAGE SOUTH PLATTE 0.1000000 \$72.50

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.

\$652.50

\$70,965.90

0.9000000

97.8840000

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.

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

4430 S. Adams County Parkway

URBAN DRAINAGE & FLOOD CONT

Taxes Billed 2021

Brighton, CO 80601

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/we, Christine Francescani
(the "Applicant") by signing below, hereby declare and certify as follows:
With respect to the property located at: Physical Address: 605 W 62nd Avenue, Denver, CO 80216 Legal Description: SUB:MIDWEST HAULERS SUBDIVISION BLK:1 LOT:4
Parcel #(s): 0182510201006
(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: March 30, 2022 Applicant:
By: Print Name: Christine Francescan i Address: 1801 California St., Snite 7600 Denvey, Co 80202
STATE OF COLORADO)
COUNTY OF ADAMS)
Subscribed and sworn to before me this <u>30</u> day of <u>March</u> , 20 <u>22</u> , by <u>Christine FrancesCani</u> .
Witness my hand and official seal.
My Commission expires: 9/17/2024 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.

JESSICA BOOKER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204032396
MY COMMISSION EXPIRES 09/17/2024