



## **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](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 (see pg. 2)
3. Written Explanation of the Project
4. Site Plan Showing Proposed Development
5. Proof of Ownership (warranty deed or title policy)
6. Proof of Water and Sewer Services
7. Proof of Utilities (e.g. electric, gas)
8. Legal Description
9. Certificate of Taxes Paid
10. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 7)
11. Certificate of Surface Development (pg. 8-10)

Supplemental Items (if applicable) \*Contact County staff for supplemental forms

1. Traffic Impact Study
2. Neighborhood Meeting Summary
3. Solid waste transfer station\*
4. Solid waste composting facility\*
5. Scrap tire recycling facility\*
6. Inert fill\*

<b>Application Fees</b>	<b>Amount</b>	<b>Due</b>
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



## 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 type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input checked="" 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.

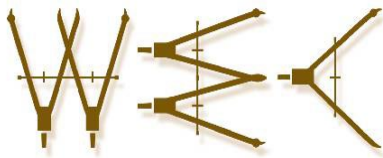
Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



**WESTERN ENGINEERING CONSULTANTS,**  
127 S Denver Ave. Fort Lupton, CO 80621  
2501 Mill Street, Brush, CO 80723  
Office: 720-685-9951  
Cell. 303-913-7341, Fax 720-294-1330  
Email: chadwin.cox@westerneci.com  
**Inc LLC**

April 7<sup>th</sup>, 2022

Adams County  
Community and Economic Development Department  
4430 S. Adams County Parkway,  
1<sup>st</sup> Floor Suite W2000  
Brighton, CO 80601

**RE: R MARTINEZ TRUCKING CONDITIONAL USE PERMIT NARRATIVE.**

Community and Economic Development Department:

Western Engineering Consultants Inc. LLC (WEC) has prepared this narrative letter to briefly summarize the "R Martinez Trucking" proposed Conditional Use Permit.

Ramon Martinez wishes to obtain a Conditional Use Permit to be able to continue his trucking business. The subject property is located primarily in the northeast 1/4 of the southeast 1/4 of section 12, township 1 south, range 66 west of the 6th principal meridian, Adams County, State of Colorado.

The site address is 15489 Gun Club Road, Brighton, CO. 80603-3814.

**BACKGROUND AND PURPOSE**

Ramon Rodriguez desires to obtain a Conditional Use Permit to continue with his family trucking business.

The property has historically been farmland and it is currently zoned A-3 in Adams County. Trucking and/or transportation is a conditional use in the Adams County table below (Fig. 1)

Chapter 3-Zone District Regulations Permitted Uses and Interpretations						
July 28, 2020						
USE CATEGORIES	ZONE DISTRICT					
	A-1	A-2	A-3	RE	R-1-C	R-2
Petroleum products manufacturing	-	-	C	-	-	-
Railroad yard	C	C	C	-	-	-
Railroad transportation	-	C	C	-	-	-
Rubber and miscellaneous plastics manufacturing	-	-	C	-	-	-
Salvage yards	-	-	C	-	-	-
Sawmills	-	-	C	-	-	-
Stone and clay products	-	-	C	-	-	-
The storage and disassembly of vehicles and the re-assembly of various parts	-	-	C	-	-	-
Trailer and truck manufacturing	-	-	C	-	-	-
Transportation equipment	-	-	C	-	-	-
Utility production or processing facilities	-	C	C	-	-	-

Fig 1



Currently they operate 10 trucks on site (7 of his own and 3 of his cousin's). The breakout of the existing trucks are 6 dump trucks, 2 semis (tractor and trailer) and 2 tractors (no trailer). The Site Plan included in the mailing for the neighborhood meeting had 25 future trucks shown at buildout.

After listening to those attending the neighborhood meeting the Martinez family agreed to reduce the maximum expected future truck activity from 25 down to 15 (only 5 more than they have been operating). An additional 3 dump trucks and 2 semis would be added to the current quantity.

The current and proposed hours during spring/summer/fall seasons would be from 5 am to 6 pm. However in many cases during those seasons the trucks will not return to the yard for storage as they work 24 hours per day (swapping drivers out on the job site). Very little activity occurs in the winter months where the trucks are stored on site until spring.

No on-site servicing of vehicles is proposed or allowed. All trucks are currently serviced at professional diesel mechanic shop off site.

The Martinez family also agreed to relocate an on-site box semi-trailer to free the neighborhood's view of the Mountains.

## ADJACENT USES

North and west is currently vacant farmland with one rural residence (Parcel No. 0156900005001 zoned A-2).

To the south Colorado Water conservancy District irrigation ditch runs along the property, farther south and west lies Parcel #: 0156912400004 and Parcel #: 0156912400003, which includes a greenhouse business named Harmony Gardens.

To the east is Gun Club Road ROW immediately adjacent to the property, and Green Estates Filing 1 subdivision lies east across Gun Club Road. See also Fig. 2 below.



Fig. 2

## RELATIONSHIP TO & IMPACT UPON ADJACENT USES

The existing residence in the property will remain as is, no additional buildings are proposed.

The applicant understands they may be required to improve Gun Club Road to minimize negative impacts to Gun Club Road and the neighborhood (lane widening, etc).

Most area agricultural operations include some level of trucking throughout a typical year.

**COMPREHENSIVE PLAN**

The City Comprehensive Plan show this area as Agricultural & Rural Residential - see Figure 3 below.

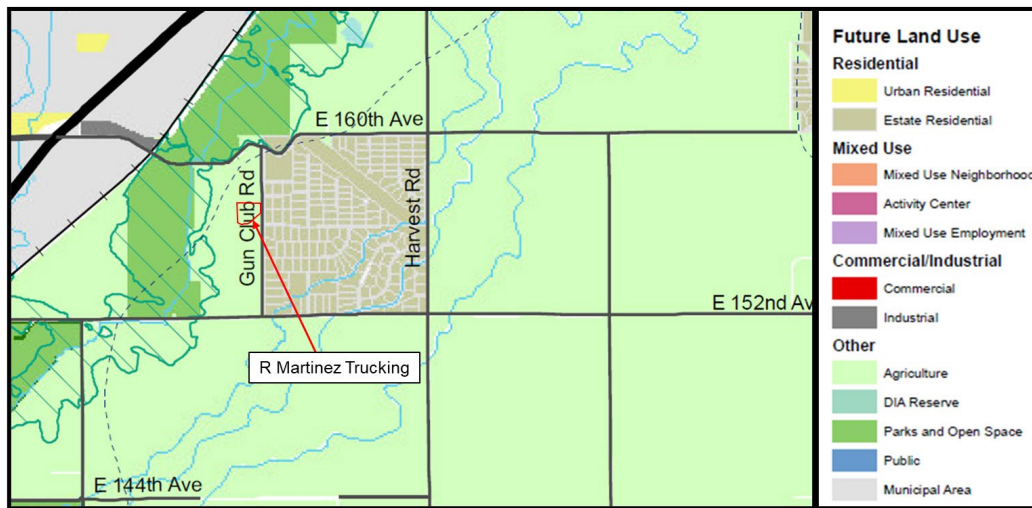
**Adams County Comprehensive Plan Map**

Fig. 3

**TRANSPORTATION PLAN**

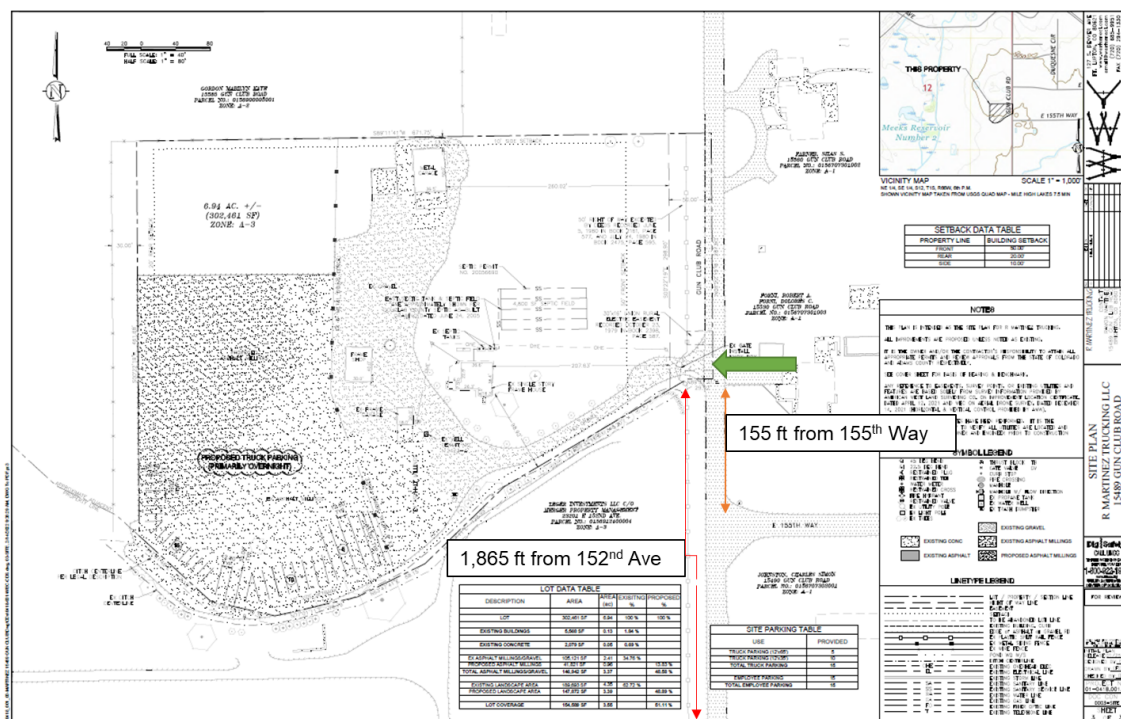
According to the Adams County Transportation plan, (see Fig. 4) Roadway Network consider Gun Club Road is considered Section Line Arterial.

**Adams County Transportation Plan Baseline 2035 Roadway Network (West)**

Fig. 4

## ACCESS LAYOUT

The property has a current access from Gun Club Road and 152nd Avenue intersection is located 1,865 ft to the south of the property. See Fig. 5 below.



**Fig 5**

## WATER, SEWER, ELECTRICITY, & NATURAL GAS

- Currently the property has a Water Well Permit No. 112423-A
- On site wastewater system exists with Permit No.20056690
- United Power electricity is currently serving the property, and a copy of a bill is enclosed
- Propane gas tank served by Agfinity

## SOILS DESCRIPTION AND LIMITATION

According to the USDA-NRCS Soils Report, no known limitation conditions are present in the site, it is classified as farmland if irrigated.

## KNOWN HAZARDS & ENVIRONMENTAL CONDITIONS

**KNOWN HAZARDS & ENVIRONMENTAL CONDITIONS**  
Currently No known hazards or environmental conditions are present in the site.

## MINERAL RIGHTS & ON-SITE GAS/OIL FACILITIES

The Zeren mineral rights notification certification is attached. No owners or lessees are entitled to be notified.

## CONDITIONAL USE PERMIT APPLICATION CHECKLIST

- |  |                 |
|--|-----------------|
| 1. Development Application Form                                | Enclosed        |
| 2. Application Fees  | When required   |
| 3. Written Explanation of the Project                          | This document   |
| 4. Site Plan Showing Proposed Development                      | Enclosed        |
| 5. Proof of Ownership  | Enclosed        |
| 6. Proof of Water and Sewer Services                           | Enclosed        |
| 7. Proof of Utilities  | Enclosed        |
| 8. Legal Description   | Enclosed        |
| 9. Certificate of Taxes Paid                                   | Enclosed        |
| 10. Certificate of Notice to Mineral Estate Owners/and Lessees | Enclosed Report |
| 11. Supplemental Items   |                 |
| a. Traffic letter  |                 |
| b. Neighborhood Meeting Summary                                |                 |

## CLOSING

The Applicant is excited to present this project to the Adams County.

Please contact me with any questions or comments you may have on this Conditional Use Permit Narrative.

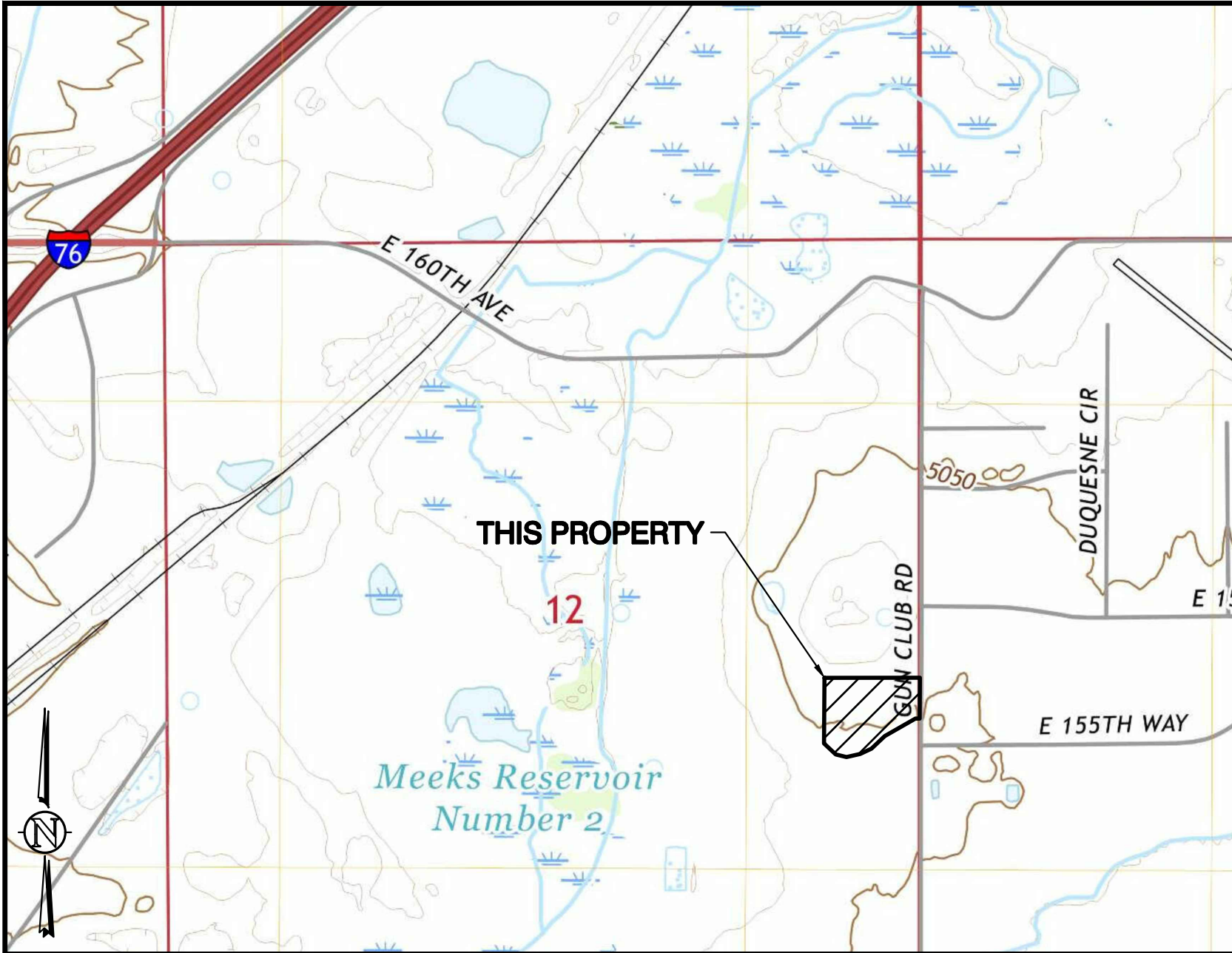
Sincerely,



Western Engineering Consultants inc., LLC  
Chadwin F. Cox, P.E.  
Senior Project Manager

Encl. Conditional Use Permit Documents





VICINITY MAP  
NE 1/4, SE 1/4, S12, T1S, R66W, 6th P.M.  
SHOWN VICINITY MAP TAKEN FROM USGS QUAD MAP - MILE HIGH LAKES 7.5 MIN

SCALE 1" = 1,000'

### LEGAL DESCRIPTION

LEGAL DESCRIPTION PROVIDED BY: LAND TITLE GUARANTEE COMPANY ORDER NO. K70715460-3;

A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS EAST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4 A DISTANCE OF 432.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 11 MINUTES 41 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4 A DISTANCE OF 671.75 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS EAST PARALLEL WITH SAID EAST LINE A DISTANCE OF 461.68 FEET TO THE BEGINNING OF A TRAVERSE 10 FEET NORTH OF THE CENTERLINE OF AN IRRIGATION DITCH AS FOLLOWS: SOUTH 47 DEGREES 31 MINUTES 48 SECONDS EAST, 113.18 FEET; THENCE SOUTH 77 DEGREES 08 MINUTES 49 SECONDS EAST, 77.35 FEET; THENCE NORTH 77 DEGREES 01 MINUTES 11 SECONDS EAST, 98.79 FEET; THENCE NORTH 63 DEGREES 47 MINUTES 41 SECONDS EAST, 88.15 FEET; THENCE NORTH 45 DEGREES 47 MINUTES 11 SECONDS EAST, 128.99 FEET; THENCE NORTH 59 DEGREES 32 MINUTES 11 SECONDS EAST, 248.20 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 41 SECONDS EAST, 29.92 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 287.65 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PART CONVEYED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 5, 1980, IN BOOK 2461 AT PAGE 577 AND JULY 24, 1980, IN BOOK 2475 AT PAGE 595, COUNTY OF ADAMS, STATE OF COLORADO.

## CONDITIONAL USE - SITE PLAN

Located in the Northeast 1/4 of the Southeast 1/4 of Section 12,  
Township 1 South, Range 66 West of the 6th P.M.,  
County of Adams, State of Colorado

SITE PLAN FOR:

**SITE TRUCK PARKING**  
**15489 GUN CLUB ROAD**  
**BRIGHTON, CO 80601**

PREPARED FOR:

**R MARTINEZ TRUCKING LLC**  
**RAMON MARTINEZ**  
**15489 GUN CLUB ROAD**  
**BRIGHTON, CO 80601**  
**(720)951-3268**

APPROVED BY:

**R MARTINEZ TRUCKING LLC**  
**RAMON MARTINEZ**

DATE

**WESTERN ENGINEERING CONSULTANTS, INC. LLC**  
**CHADWIN F. COX, P.E.**

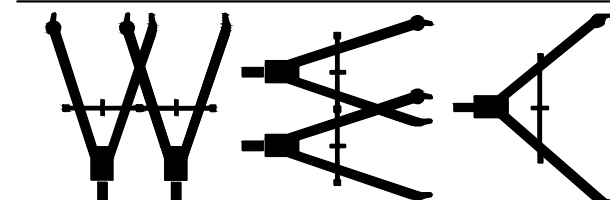
DATE

REVISIONS	SHEET INDEX:
0	1 COVER SHEET
0	2 EXISTING CONDITIONS
0	2A EXISTING CONDITIONS W/ AERIAL
0	3 SITE PLAN
0	3A SITE PLAN W/ AERIAL

0 INITIAL RELEASE: APRIL 7, 2022



PREPARED BY:



Western Engineering Consultants, Inc. LLC

**WESTERN ENGINEERING CONSULTANTS, INC. LLC**  
**127 S. DENVER AVENUE, FORT LUPTON, CO 80621**  
**720-685-9951 PH, 720-294-1330 FAX, email@westerneci.com**

PROJECT NO: 01-0418.001.00  
INITIAL PLAN RELEASE: APRIL 7, 2022  
SHEET: 1 of 3



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GORDON MARILYN KAYE  
15585 GUN CLUB ROAD  
PARCEL NO.: 0156900005001  
ZONE: A-2

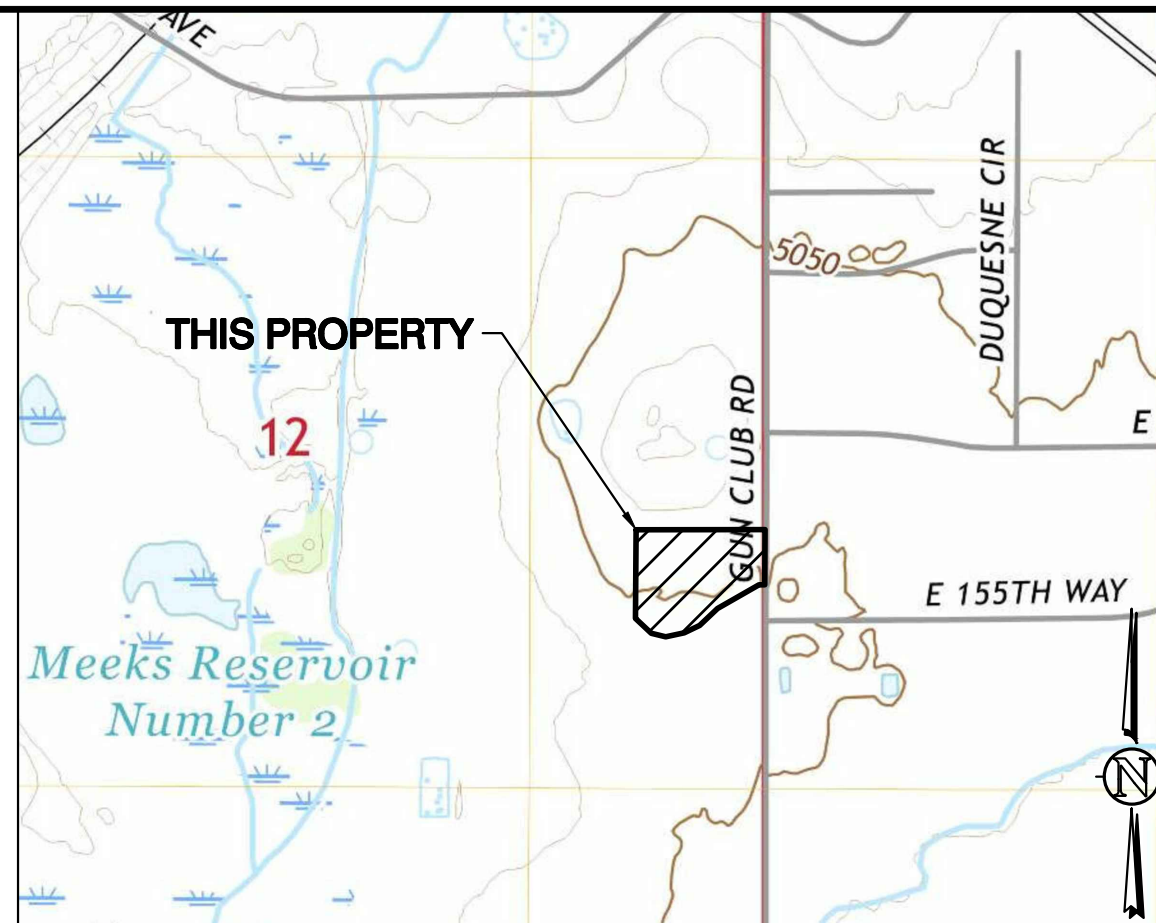
6.94 AC. +/-  
(302,461 SF)  
ZONE: A-3

FARNER, SILAS S.  
15560 GUN CLUB ROAD  
PARCEL NO.: 0156707301002  
ZONE: A-1

Forni, ROBERT A.  
Forni, DOLORES C.  
15530 GUN CLUB ROAD  
PARCEL NO.: 0156707301003  
ZONE: A-1

LEGER INVESTMENTS LLC C/O  
MERGER PROPERTY MANAGEMENT  
23201 E 152ND AVE.  
PARCEL NO.: 0156912400004  
ZONE: A-3

JOHNSTON, CHARLES SIMON  
15490 GUN CLUB ROAD  
PARCEL NO.: 0156707302001  
ZONE: A-1



VICINITY MAP  
NE 1/4, SE 1/4, S12, T1S, R66W, 6th P.M.  
SHOWN VICINITY MAP TAKEN FROM USGS QUAD MAP - MILE HIGH LAKES 7.5 MIN

SETBACK DATA TABLE	
PROPERTY LINE	BUILDING SETBACK
FRONT	50.00'
REAR	20.00'
SIDE	10.00'

#### NOTES

THIS PLAN IS INTENDED AS THE EXISTING CONDITIONS FOR R MARTINEZ TRUCKING.

ALL IMPROVEMENTS ARE PROPOSED UNLESS NOTED AS EXISTING.

IT IS THE OWNER AND/OR THE CONTRACTOR'S RESPONSIBILITY TO ATTAIN ALL APPROPRIATE PERMITS AND REVIEW APPROVALS FROM THE STATE OF COLORADO AND ADAMS COUNTY RESPECTIVELY.

SEE COVER SHEET FOR BASIS OF BEARING & BENCHMARK.

ANY REFERENCE TO EASEMENTS, SURVEY POINTS, OR EXISTING UTILITIES AND FEATURES ARE BASED SOLELY FROM SURVEY INFORMATION PROVIDED BY AMERICAN WEST LAND SURVEYING CO. ON IMPROVEMENT LOCATION CERTIFICATE, DATED APRIL 12, 2021 AND WEC ON AERIAL DRONE SURVEY, DATED DECEMBER 14, 2021 (HORIZONTAL & VERTICAL CONTROL PROVIDED BY AMW).

NOT ALL UNCC UTILITY LOCATES HAVE BEEN PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES ARE LOCATED AND SURVEY PROVIDED TO THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION DRAWING RELEASE.

#### SYMBOL LEGEND

41 45 DEG BEND	THRUST BLOCK TB
41 22.5 DEG BEND	GATE VALVE GV
RESTRAINED PLUG	CURB STOP
RESTRAINED TEE	PIPE CROSSING
WATER METER	MANHOLE
RESTRAINED CROSS	MANHOLE W/ FLOW DIRECTION
FIRE HYDRANT	EX PROPANE TANK
RESTRAINED VALVE	EX WATER WELL
EX UTILITY POLE	EX TRASH DUMPSTER
EX LIGHT POLE	
EX TREES	
	EXISTING GRAVEL
EXISTING CONC	EXISTING ASPHALT MILLINGS
EXISTING ASPHALT	PROPOSED ASPHALT MILLINGS

#### LINETYPE LEGEND

LOT / PROPERTY / SECTION LINE	
RIGHT OF WAY LINE	
EASEMENT	
SETBACK	
TO BE ABANDONED LOT LINE	
EXISTING BUILDING, CURB	
EDGE of ASPHALT or GRAVEL RD	
EX PLASTIC SPLIT RAIL FENCE	
EX METAL SIDING FENCE	
EX WIRE FENCE	
POND WQ W/S	
DITCH CENTERLINE	
EXISTING OVERHEAD ELEC	
EXISTING ELECTRICAL LINE	
EXISTING STORM LINE	
EXISTING SANITARY LINE	
EXISTING SANITARY SERVICE LINE	
EXISTING WATER LINE	
EXISTING GAS LINE	
EXISTING FIBER OPTIC LINE	
EXISTING TELEPHONE LINE	

EXISTING CONDITIONS  
R MARTINEZ TRUCKING LLC  
15489 GUN CLUB ROAD  
ADAMS COUNTY, COLORADO

Dig Safely.  
CALL UNCC  
THREE WORKING DAYS  
BEFORE YOU DIG  
1-800-922-1987  
www.uncc.org  
UTILITY NOTIFICATION  
CENTER OF COLORADO

FOR REVIEW

ONLY VALID FOR CONSTRUCTION  
IF SEAL & SIGNATURE  
ARE ON EACH SHEET

INITIAL PLAN  
RELEASE: 04/07/22  
DESIGNED BY: CFC  
DRAWN BY: CFC  
CHECKED BY: CFC

PROJECT NO.  
01-0418.001.00  
DOC CON #  
0002-EX COND

SHEET  
2 OF 3

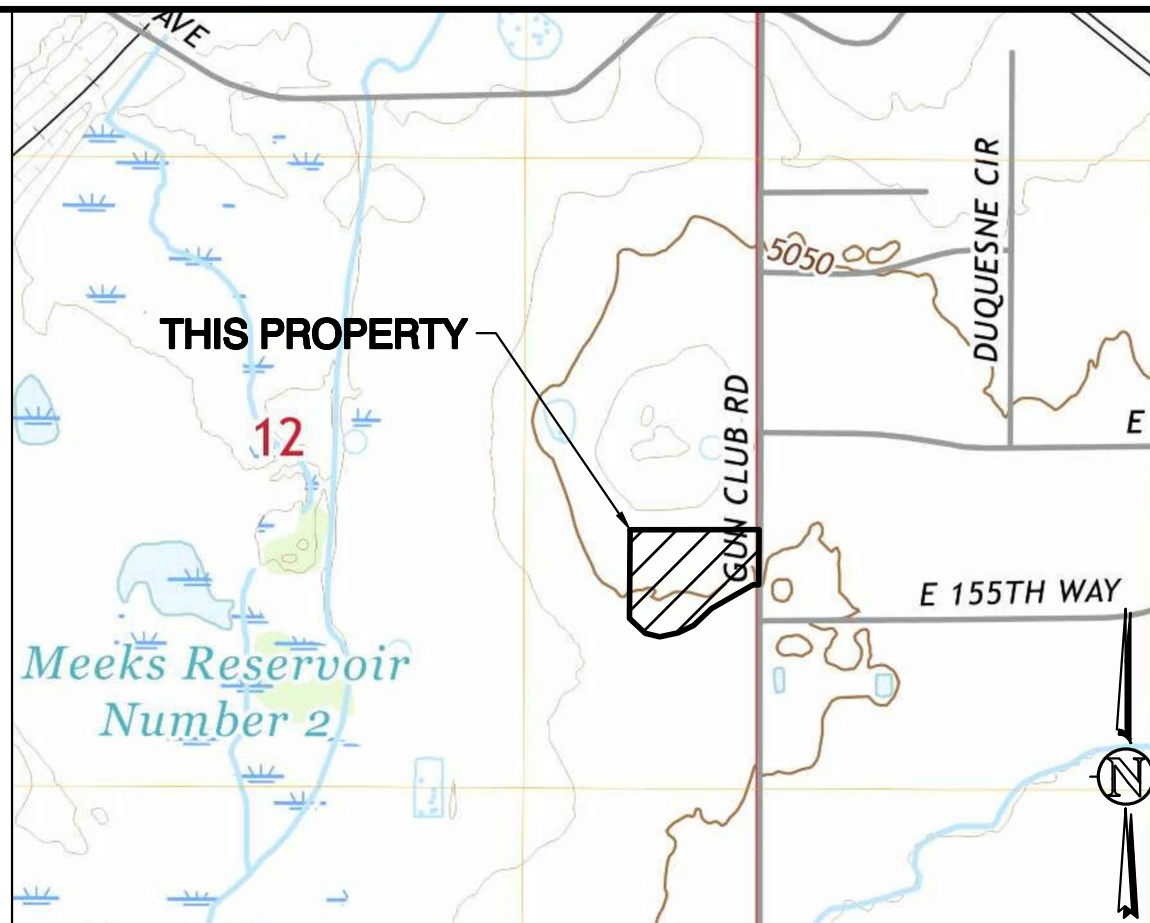
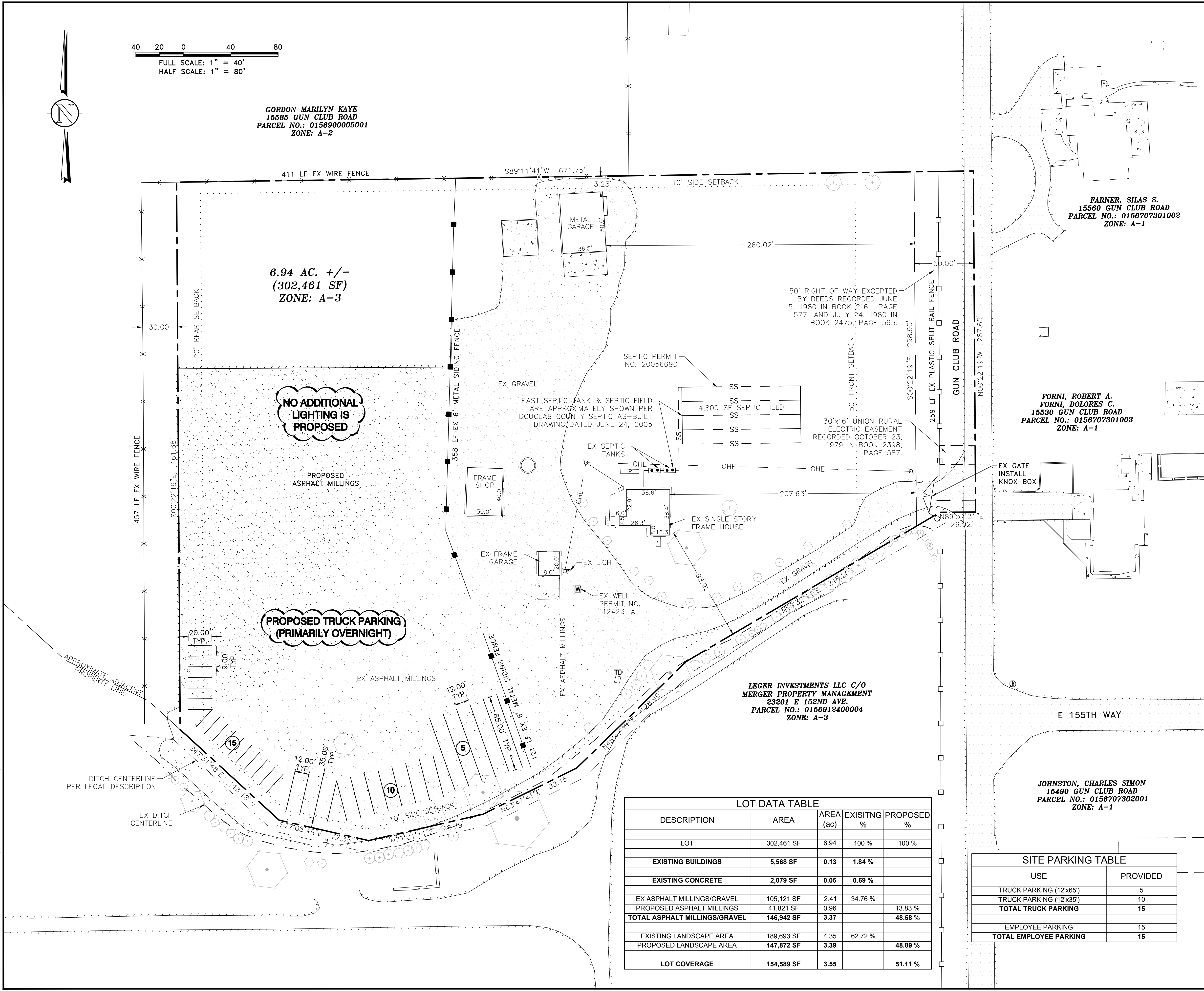
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www.westerneci.com  
email@westerneci.com  
(720) 685-9951  
FAX (720) 294-1330  
Western Engineering Consultants, Inc LLC







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VICINITY MAP  
NE 1/4, SE 1/4, S12, T1S, R66W, 6th P.M.  
SHOWN VICINITY MAP TAKEN FROM USGS QUAD MAP - MILE HIGH LAKES 7.5 MIN

SETBACK DATA TABLE	
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---	EXISTING SANITARY SERVICE LINE
---	EXISTING WATER LINE
---	EXISTING GAS LINE
---	EXISTING FIBER OPTIC LINE
---	EXISTING TELEPHONE LINE

SITE PARKING TABLE	
USE	PROVIDED
TRUCK PARKING (12'x65')	5
TRUCK PARKING (12'x35')	10
<b>TOTAL TRUCK PARKING</b>	<b>15</b>
EMPLOYEE PARKING	15
<b>TOTAL EMPLOYEE PARKING</b>	<b>15</b>

LOT DATA TABLE				
DESCRIPTION	AREA	AREA (ac)	EXISTING %	PROPOSED %
LOT	302,461 SF	6.94	100 %	100 %
<b>EXISTING BUILDINGS</b>	<b>5,568 SF</b>	<b>0.13</b>	<b>1.84 %</b>	
<b>EXISTING CONCRETE</b>	<b>2,079 SF</b>	<b>0.05</b>	<b>0.69 %</b>	
EX ASPHALT MILLINGS/GRAVEL	105,121 SF	2.41	34.76 %	
PROPOSED ASPHALT MILLINGS	41,821 SF	0.96		13.83 %
<b>TOTAL ASPHALT MILLINGS/GRAVEL</b>	<b>146,942 SF</b>	<b>3.37</b>		<b>48.58 %</b>
EXISTING LANDSCAPE AREA	189,693 SF	4.35	62.72 %	
PROPOSED LANDSCAPE AREA	147,872 SF	3.39		48.89 %
<b>LOT COVERAGE</b>	<b>154,589 SF</b>	<b>3.55</b>		<b>51.11 %</b>

127 S. DENVER AVE  
FT. LUTON, CO 80621  
www.westerneci.com  
email@westerneci.com  
(720) 685-9951  
FAX (720) 294-1330

**Western Engineering Consultants, Inc LLC**

**R MARTINEZ TRUCKING**

CONTACT:  
RAMON MARTINEZ  
15489 GUN CLUB ROAD  
BRIGHTON, CO 80601  
(720) 951-3268  
mtstrucking@gmail.com

**SITE PLAN**

**R MARTINEZ TRUCKING LLC**  
15489 GUN CLUB ROAD  
ADAMS COUNTY, COLORADO

**Dig Safely.**  
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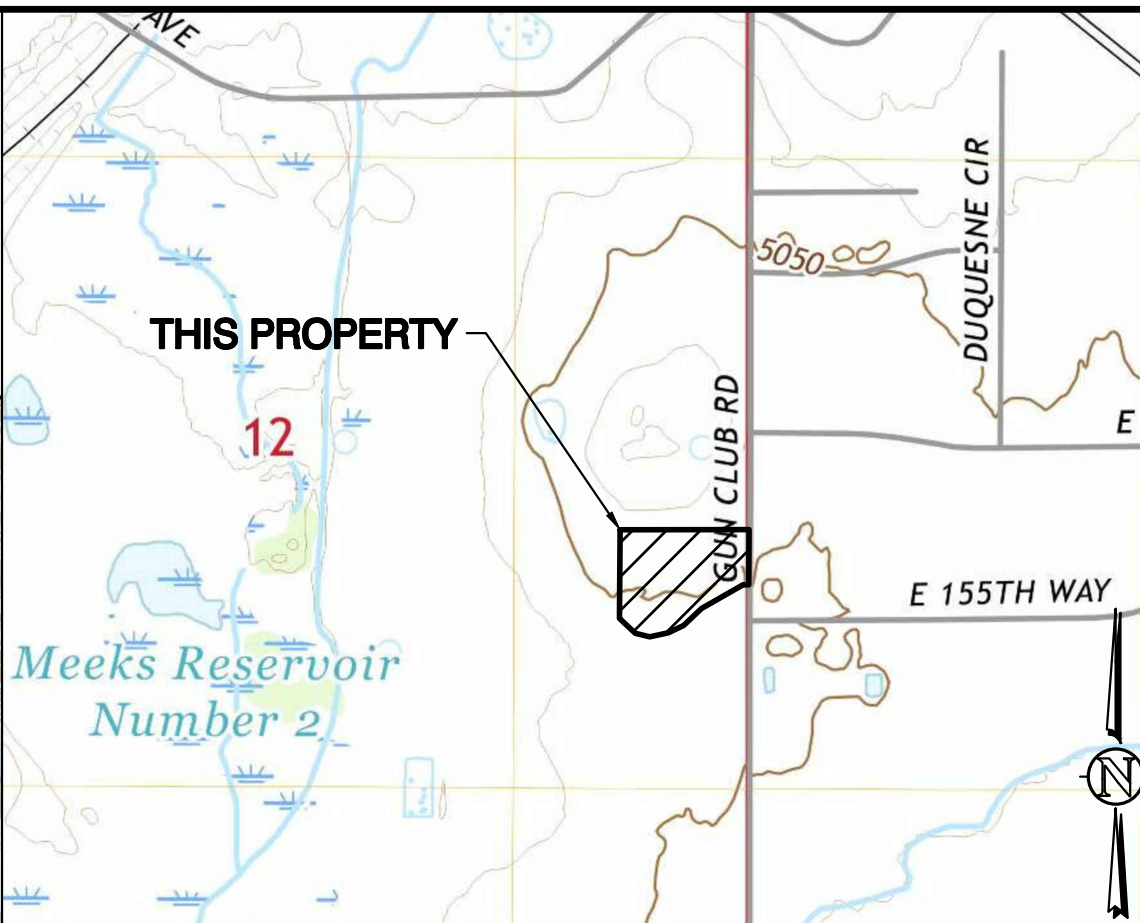
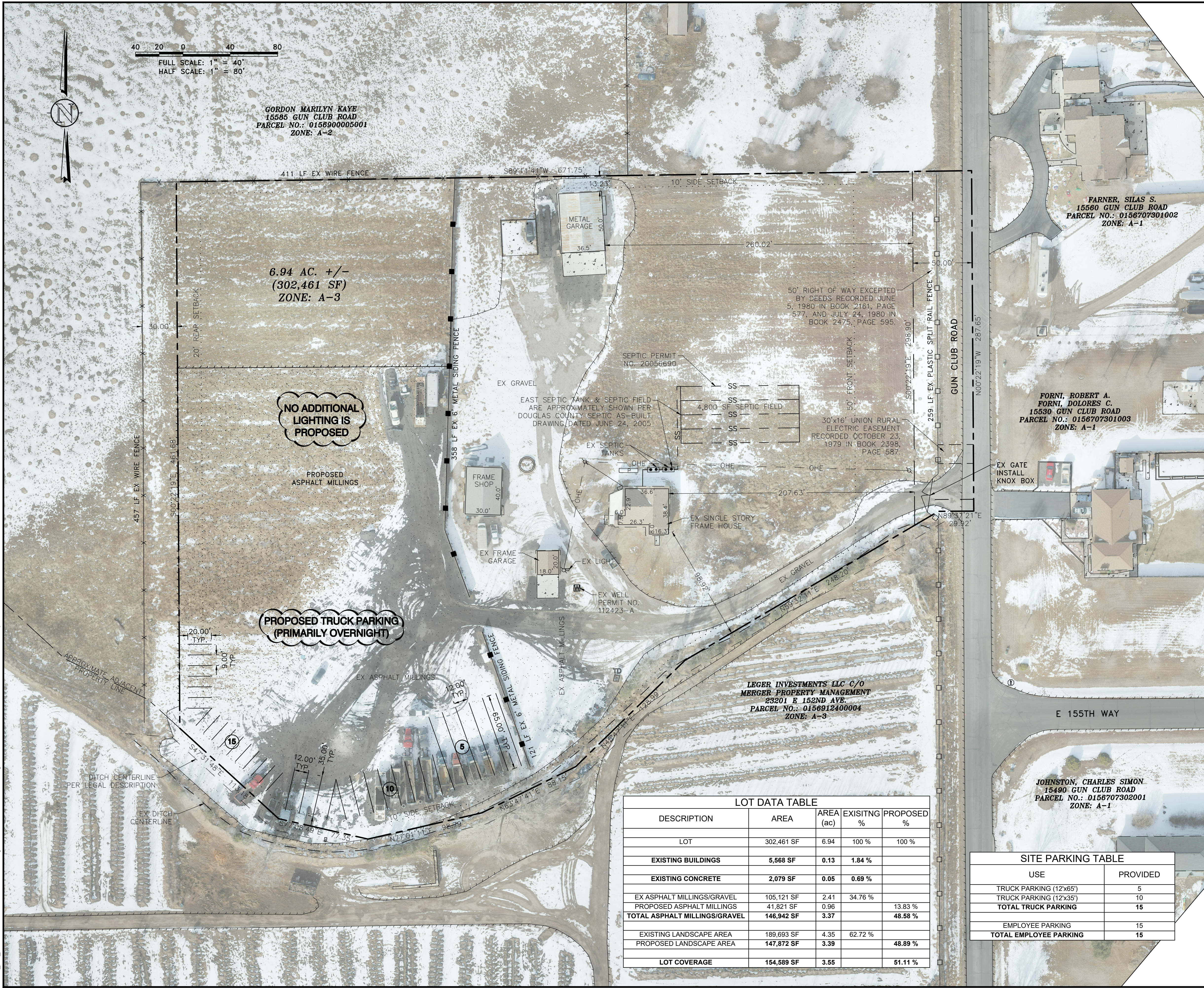
ONLY VALID FOR CONSTRUCTION  
SIGN & STAMPING SIGNATURE  
ARE ON EACH SHEET

INITIAL PLAN  
RELEASE: 04/07/22  
DESIGNED BY: CFC  
DRAWN BY: CFC  
CHECKED BY: CFC

PROJECT NO.  
01-0418.001.00  
DOC CON #  
0003-SITE  
SHEET  
3 OF 3



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SIDE	10.00'

#### NOTES

THIS PLAN IS INTENDED AS THE SITE PLAN FOR R MARTINEZ TRUCKING.

ALL IMPROVEMENTS ARE PROPOSED UNLESS NOTED AS EXISTING.

IT IS THE OWNER AND/OR THE CONTRACTOR'S RESPONSIBILITY TO ATTAIN ALL APPROPRIATE PERMITS AND REVIEW APPROVALS FROM THE STATE OF COLORADO AND ADAMS COUNTY RESPECTIVELY.

SEE COVER SHEET FOR BASIS OF BEARING & BENCHMARK.

ANY REFERENCE TO EASEMENTS, SURVEY POINTS, OR EXISTING UTILITIES AND FEATURES ARE BASED SOLELY FROM SURVEY INFORMATION PROVIDED BY AMERICAN WEST LAND SURVEYING CO. ON IMPROVEMENT LOCATION CERTIFICATE, DATED APRIL 12, 2021 AND WEC ON AERIAL DRONE SURVEY, DATED DECEMBER 14, 2021 (HORIZONTAL & VERTICAL CONTROL PROVIDED BY AMW).

NOT ALL UNCC UTILITY LOCATES HAVE BEEN PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES ARE LOCATED AND SURVEY PROVIDED TO THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION DRAWING RELEASE.

#### SYMBOL LEGEND

41 45 DEG BEND	THURST BLOCK TB
41 22.5 DEG BEND	GATE VALVE GV
RESTRAINED PLUG	CURB STOP
RESTRAINED TEE	PIPE CROSSING
WATER METER	MANHOLE
RESTRAINED CROSS	MANHOLE W/ FLOW DIRECTION
FIRE HYDRANT	EX PROPANE TANK
RESTRAINED VALVE	EX WATER WELL
EX UTILITY POLE	EX TRASH DUMPS
EX LIGHT POLE	
EX TREES	
	EXISTING GRAVEL
	EXISTING CONC
	EXISTING ASPHALT
	EXISTING ASPHALT MILLINGS
	PROPOSED ASPHALT MILLINGS

#### LINETYPE LEGEND

LOT / PROPERTY / SECTION LINE	
RIGHT OF WAY LINE	
EASEMENT	
SETBACK	
TO BE ABANDONED LOT LINE	
EXISTING BUILDING, CURB	
EDGE of ASPHALT or GRAVEL RD	
EX PLASTIC SPLIT RAIL FENCE	
EX METAL SIDING FENCE	
EX WIRE FENCE	
POND WO W/S	
DITCH CENTERLINE	
EXISTING OVERHEAD ELEC	
EXISTING ELECTRICAL LINE	
EXISTING STORM LINE	
EXISTING SANITARY LINE	
EXISTING SANITARY SERVICE LINE	
EXISTING WATER LINE	
EXISTING GAS LINE	
EXISTING FIBER OPTIC LINE	
EXISTING TELEPHONE LINE	

LOT DATA TABLE				
DESCRIPTION	AREA	AREA (ac)	EXISTING %	PROPOSED %
LOT	302,461 SF	6.94	100 %	100 %
EXISTING BUILDINGS	5,568 SF	0.13	1.84 %	
EXISTING CONCRETE	2,079 SF	0.05	0.69 %	
EX ASPHALT MILLINGS/GRAVEL	105,121 SF	2.41	34.76 %	
PROPOSED ASPHALT MILLINGS	41,821 SF	0.96		13.83 %
TOTAL ASPHALT MILLINGS/GRAVEL	146,942 SF	3.37		48.58 %
EXISTING LANDSCAPE AREA	189,693 SF	4.35	62.72 %	
PROPOSED LANDSCAPE AREA	147,872 SF	3.39		48.89 %
LOT COVERAGE	154,589 SF	3.55		51.11 %

SITE PARKING TABLE	
USE	PROVIDED
TRUCK PARKING (12'x65')	5
TRUCK PARKING (12'x35')	10
TOTAL TRUCK PARKING	15
EMPLOYEE PARKING	15
TOTAL EMPLOYEE PARKING	15

127 S. DENVER AVE  
FT. LUTON, CO 80621  
www.westerneci.com  
email@westerneci.com  
(720) 685-9951  
FAX (720) 294-1330

Western Engineering Consultants, Inc. LLC

DATE  
14/07/22  
CFC

REVISION  
INITIAL  
RELEASE

NO.  
0

BY  
CFC

CONTACT:  
RAMON MARTINEZ  
15489 GUN CLUB ROAD  
BRIGHTON, CO 80601  
(720) 951-3268  
mtstrucking@gmail.com

SITE PLAN W/ AERIAL  
R MARTINEZ TRUCKING LLC  
15489 GUN CLUB ROAD  
ADAMS COUNTY, COLORADO

CALL UNCC  
THREE WORKING DAYS  
BEFORE YOU DIG  
1-800-922-1987  
www.uncc.org  
UTILITY NOTIFICATION  
CENTER OF COLORADO

ONLY VALID FOR CONSTRUCTION  
SIGN & NUMBER  
ARE ON EACH SHEET

INITIAL PLAN  
RELEASE: 04/07/22  
DESIGNED BY: CFC  
DRAWN BY: CFC  
CHECKED BY: CFC

PROJECT NO.  
01-0418.001.00  
DOC CON #  
003A-SITE AE  
SHEET  
3A OF 3





## LAND TITLE GUARANTEE COMPANY

Date: June 10, 2021

Subject: Attached Title Policy RAMON MARTINEZ for 15489 GUN CLUB ROAD, BRIGHTON, CO 80603

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



## OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
  - a. A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By President  
Attest Secretary



## EXCLUSIONS FROM COVERAGE

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

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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, avenue, 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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

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

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expensed incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

## **9. LIMITATION OF LIABILITY**

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

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

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

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

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## **14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

## **16. SEVERABILITY**

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

## **17. CHOICE OF LAW; FORUM**

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

## **18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

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

This anti-fraud statement is affixed to and made a part of this policy.

**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** K70715460

**Policy No.:** OX70715460.4782290

**Amount of Insurance:** \$680,000.00

**Property Address:**

15489 GUN CLUB ROAD, BRIGHTON, CO 80603

**1. Policy Date:**

April 22, 2021 at 5:00 P.M.

**2. Name of Insured:**

RAMON MARTINEZ

**3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:**

A FEE SIMPLE

**4. Title to the estate or interest covered by this policy at the date is vested in:**

RAMON MARTINEZ

**5. The Land referred to in this Policy is described as follows:**

A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 12;  
THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS EAST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4 A DISTANCE OF 432.64 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89 DEGREES 11 MINUTES 41 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4 A DISTANCE OF 671.75 FEET;  
THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS EAST PARALLEL WITH SAID EAST LINE A DISTANCE OF 461.68 FEET TO THE BEGINNING OF A TRAVERSE 10 FEET NORTH OF THE CENTERLINE OF AN IRRIGATION DITCH AS FOLLOWS:

SOUTH 47 DEGREES 31 MINUTES 48 SECONDS EAST, 113.18 FEET;  
THENCE SOUTH 77 DEGREES 08 MINUTES 49 SECONDS EAST, 77.35 FEET;  
THENCE NORTH 77 DEGREES 01 MINUTES 11 SECONDS EAST, 98.79 FEET;  
THENCE NORTH 63 DEGREES 47 MINUTES 41 SECONDS EAST, 88.15 FEET;  
THENCE NORTH 45 DEGREES 47 MINUTES 11 SECONDS EAST, 128.99 FEET;  
THENCE NORTH 59 DEGREES 32 MINUTES 11 SECONDS EAST, 248.20 FEET;  
THENCE NORTH 89 DEGREES 37 MINUTES 41 SECONDS EAST, 29.92 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4;  
THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 287.65 FEET TO THE TRUE POINT OF BEGINNING;



**Old Republic National Title Insurance Company**  
**Schedule A**

EXCEPT THAT PART CONVEYED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 5, 1980, IN BOOK 2461 AT PAGE [577](#) AND JULY 24, 1980, IN BOOK 2475 AT PAGE [595](#), COUNTY OF ADAMS, STATE OF COLORADO.

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**Old Republic National Title Insurance Company**  
**(Schedule B)**

Order Number: K70715460

Policy No.: OX70715460.4782290

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

1. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
2. 2021 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
3. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 08, 1891, IN BOOK A25 AT PAGE [295](#).
4. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 12, 1892, IN BOOK A24 AT PAGE [162](#).
5. DITCH RIGHTS AND OTHER RIGHTS AND PRIVILEGES GRANTED TO THE BOWLES RESERVOIR AND SEEPAGE COMPANY BY INSTRUMENT RECORDED DECEMBER 17, 1905 IN BOOK 2 AT PAGE [281](#).
6. RIGHTS OF WAY AS DESCRIBED IN RESOLUTION RECORDED MARCH 6, 1957 IN BOOK 650 AT PAGE [68](#) AND IN INSTRUMENT RECORDED MARCH 6, 1957 IN BOOK 650 AT PAGE [69](#).
7. EASEMENT FOR PIPELINE TO CARRY IRRIGATION WATER, AS CONVEYED IN INSTRUMENT RECORDED MARCH 6, 1957 IN BOOK 650 AT PAGE [71](#).
8. EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION, FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 23, 1979, IN BOOK 2398 AT PAGE [587](#).
9. MINERAL RIGHTS AS CONVEYED IN DEED RECORDED MARCH 17, 1980 IN BOOK 2438 AT PAGE [463](#).
10. TERMS, CONDITIONS AND PROVISIONS OF ADAMS COUNTY RESOLUTION RECORDED JUNE 5, 1980 IN BOOK 2461 AT PAGE [576](#) AS AMENDED BY RESOLUTION RECORDED JULY 24, 1980 IN BOOK 2475 AT PAGE [593](#).
11. THE EFFECT OF INCLUSION IN CENTRAL COLORADO WATER CONSERVANCY DISTRICT AND THE GROUND WATER MANAGEMENT SUBDISTRICT OF CENTRAL COLORADO WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 17, 1982 IN BOOK 2703 AT PAGE [234](#).
12. MINERAL RIGHTS AS MAY HAVE BEEN CONVEYED IN DEED RECORDED FEBRUARY 2, 1993 IN BOOK 4021 AT PAGE [156](#).
13. MINERAL RIGHTS CONVEYANCE RECORDED APRIL 13, 1994 IN BOOK 4296 AT PAGE [942](#).
14. MINERAL RESERVATIONS, COVENANTS AND RESTRICTIONS IN DEED RECORDED MARCH 7, 1995 IN BOOK 4477 AT PAGE [297](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AGREEMENT RECORDED MARCH 07, 1995 IN BOOK 4477 AT PAGE [305](#), AS THE SAME MAY BE AMENDED BY INSTRUMENT RECORDED OCTOBER 6, 2004 UNDER RECEPTION NO. [20041006000996690](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED MARCH 07, 1995 IN BOOK 4477 AT PAGE [307](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY GRANT RECORDED MARCH 20, 1995 IN BOOK 4482 AT PAGE [533](#).
18. EASEMENTS AND OTHER RIGHTS RESERVED IN DEED RECORDED APRIL 4, 1996 IN BOOK 4718 AT PAGE [968](#).

**Old Republic National Title Insurance Company**  
**(Schedule B)**

Order Number: K70715460

Policy No.: OX70715460.4782290

19. TERMS, CONDITIONS AND PROVISIONS OF PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT RECORDED JUNE 9, 2003 UNDER RECEPTION NO. [C1155093](#).
20. RIGHTS OF WAY FOR THE IRRIGATION DITCH ON SUBJECT PROPERTY AS SHOWN ON COUNTY ASSESSOR'S MAP.  
THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [33011561](#)
21. ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF IRRIGATION DITCH AS SHOWN ON COUNTY ASSESSOR'S MAP.  
THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [33011561](#)
22. THE RIGHTS OF THIRD PARTIES TO USE THE DIRT ROAD ON THE PREMISES FOR ACCESS, AS DISCLOSED IN DEED RECORDED OCTOBER 6, 2004 UNDER RECEPTION NO. [20041006000996710](#).
23. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. [20060331000327280](#).
24. MINERAL RIGHTS AS DEEDED IN INSTRUMENT RECORDED JUNE 5, 2006 UNDER RECEPTION NO. [20060605000569870](#) AND UNDER RECEPTION NO. [20060605000569880](#).
25. TERMS, CONDITIONS AND PROVISIONS OF PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT RECORDED JULY 2, 2007 UNDER RECEPTION NO. [2007000063399](#).
26. RIGHT OF WAY AND COVENANTS AS CONTAINED IN INSTRUMENT RECORDED JUNE 20, 1929 IN BOOK 179 AT PAGE [140](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT RECORDED NOVEMBER 09, 2009 UNDER RECEPTION NO. [2009000083196](#).
28. OIL AND GAS LEASE BETWEEN DAVID C. CONNER AND BAYSWATER EXPLORATION & PRODUCTION, LLC, RECORDED DECEMBER 21, 2010 UNDER RECEPTION NO. [2010000088638](#) AND RERECORDED FEBRUARY 9, 2012 UNDER RECEPTION NO. [2012000009545](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
29. OIL AND GAS LEASE BETWEEN KURT CONNER AND BAYSWATER EXPLORATION & PRODUCTION, LLC, RECORDED DECEMBER 21, 2010 UNDER RECEPTION NO. [2010000088641](#) AND RERECORDED FEBRUARY 9, 2012 UNDER RECEPTION NO. [2012000009548](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED MARCH 12, 2013 UNDER RECEPTION NO. [2013000021210](#).
31. OIL AND GAS LEASE BETWEEN THE DAVID C. CONNER TRUST DATED OCTOBER 2, 1978, DAVID C. CONNER, TRUSTEE AND VERDAD OIL & GAS CORPOPRATION, RECORDED OCTOBER 11, 2016 UNDER RECEPTION NO. [2016000085946](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
32. OIL AND GAS LEASE BETWEEN KURT W.. CONNER FAMILY TRUST DATED JANUARY 7, 2013, CO-TRUISTES: BRADLEY S. CONNER, JASON K. CONNER, AND JENNIFER K. BABER AND VERDAD OIL & GAS CORPORATION, RECORDED NOVEMBER 29, 2016 UNDER RECEPTION NO. [20160000102817](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

**Old Republic National Title Insurance Company**  
**(Schedule B)**

**Order Number:** K70715460

**Policy No.:** OX70715460.4782290

33. LEASE BETWEEN SERFER LAND VENTURES, LLC, , LESSOR, AND SITEONE LANDSCAPE SUPPLY, LLC, ;LC, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED NOVEMBER 07, 2017, UNDER RECEPTION NO. [2017000098546](#). PARTIAL RELEASE OF MEMORANDUM OF LEASE RECORDED APRIL 22, 2021 UNDER RECEPTION NO. [2021000049064](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PETITION FOR CLASS D IRRIGATION WATER ALLOTMENT CONTRACT RECORDED DECEMBER 14, 2018 UNDER RECEPTION NO. [2018000099896](#).
35. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE ISSUED BY AMERICAN WEST LAND SURVEYING, CO. CERTIFIED APRIL 12, 2021, JOB NO. 21-161 INCLUDING, BUT NOT LIMITED TO FENCES ARE NOT COINCIDENT WITH THE LOT LINES, ACCESS TO ADJACENT PROPERTY AS TRAVELLED.  
SAID DOCUMENT STORED AS OUR IMAGE [33685620](#).
36. DEED OF TRUST DATED APRIL 20, 2021, FROM RAMON MARTINEZ TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION TO SECURE THE SUM OF \$612,000.00 RECORDED APRIL 22, 2021, UNDER RECEPTION NO. [2021000049063](#).

**Endorsement**

**Attached to Policy Number OX70715460.4782290**

**Our Order Number 70715460**

**issued by Old Republic National Title Insurance Company**

The Company hereby modifies the Policy as follows:

If there is a one-to-four family residential structure or condominium unit on the Land at Date of Policy, the Amount of Insurance shown in Schedule A will automatically increase by 10% on each of the first five anniversaries of the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

**Old Republic National Title Insurance Company**

**By: LAND TITLE GUARANTEE COMPANY**

A handwritten signature in black ink, appearing to read "C B Rants", is positioned above the printed name of the signatory.

By:

Craig B. Rants, Senior Vice President



**COLORADO**  
Division of Water Resources  
Department of Natural Resources

WELL PERMIT NUMBER 112423--A  
RECEIPT NUMBER 0200889

**ORIGINAL PERMIT APPLICANT(S)**

CHERRY CREEK TREE FARMS LLC

**APPROVED WELL LOCATION**

Water Division: 1 Water District: 2  
Designated Basin: N/A  
Management District: N/A  
County: ADAMS  
Parcel Name: N/A  
Physical Address: 15489 GUN CLUB ROAD BRIGHTON, CO  
80603

NE 1/4 SE 1/4 Section 12 Township 1.0 S Range 66.0 W Sixth P.M.

**UTM COORDINATES (Meters, Zone: 13, NAD83)**

Easting: 524321.0 Northing: 4425300.3

See the original well permit file for permit conditions of approval and additional details. The original permit file can be viewed using the Well Permit Search Tool at [www.water.state.co.us](http://www.water.state.co.us)

See Original Permit

Date Issued: 1/16/1980

Expiration Date: N/A

Issued By \_\_\_\_\_

**PERMIT HISTORY**

04-29-2021 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO RAMON MARTINEZ  
10-19-2004 CHANGE IN OWNER NAME/MAILING ADDRESS

TRI-COUNTY DISTRICT HEALTH DEPARTMENT  
ENVIRONMENTAL HEALTH DIVISION

FISCAL CONTROL NO.  
*Connors*  
4995

ADAMS CITY  
4301 EAST 72ND AVE.  
828-6816

WEST ADAMS  
7475 DAKIN ST.  
SUITE 401  
428-8543

BRIGHTON  
1895 EGBERT ST.  
659-4000

ENGLEWOOD  
4857 SO. BROADWAY  
761-1340

AURORA  
15400 EAST 14th PLACE  
SUITE 309  
341-9370

DOUGLAS COUNTY  
502 THIRD ST.  
688-5145

14022-1  
PERMIT

TRI-COUNTY DISTRICT HEALTH DEPARTMENT (FILE) NO. \_\_\_\_\_  
PERMIT TO ( ) CONSTRUCT ( ☒ ) REMODEL A NON-MUNICIPAL WASTE DISPOSAL SYSTEM FOR *David Connors*  
AT *15489 Genoa Road* (Name)  
(Address or Legal Description)  
COMPOSED OF \_\_\_\_\_ GALLON SEPTIC TANK AND A SOIL ABSORPTION AREA *1000* SQ. FT.  
OR *10' x 10' - 2' x 10' - 2' x 10'*  
THIS PERMIT SHALL EXPIRE ONE YEAR FROM DATE OF ISSUANCE, UNLESS EXTENDED TO A FIXED DATE UPON REQUEST BY THE APPLICANT AND  
APPROVED BY THE HEALTH OFFICER.  
ISSUED BY *W. J. Unger* PUBLIC HEALTH OFFICER, TRI-COUNTY DISTRICT HEALTH DEPARTMENT BY  
(Sanitarian) \_\_\_\_\_, DATE *3-13-79*

OWNER MUST ASCERTAIN THAT THIS ENTIRE WASTE DISPOSAL SYSTEM REMAINS OPEN FOR INSPECTION UNTIL IT HAS RECEIVED APPROVAL BY  
THE TRI-COUNTY DISTRICT HEALTH DEPARTMENT. THE HEALTH OFFICER CANNOT ASSUME RESPONSIBILITY IN CASE OF FAILURE OR INADE-  
QUACY OF A WASTE DISPOSAL SYSTEM BEYOND CONSULTING IN GOOD FAITH WITH PROPERTY OWNER. MALFUNCTIONS MAY BE DUE TO IMPROPER  
MAINTENANCE AND/OR USAGE, VARIABLE GROUND WATER TABLE, SOIL COMPACTION OR OTHER FACTORS. IN THE EVENT THIS SYSTEM MUST BE  
SAMPLED TO DETERMINE COMPLIANCE WITH STATE STANDARDS, A FEE OF \$ \_\_\_\_\_ PLUS \_\_\_\_\_ MILES AT 10¢ PER MILE WILL BE  
ASSESSED FOR EACH SAMPLE TAKEN.

PERMIT FEE OF \$ *50* FOR NEW SYSTEM, CHECK NO. *2564* M.O. NO. \_\_\_\_\_ CASH \_\_\_\_\_  
RECEIVED BY *W. J. Unger* DATE *3-13-79*

JOHNIE VAUGHN EXCAVATING & CONSTRUCTION

12650 TUCSON

HENDERSON, COLO. 80640

TELEPHONE: 659-3747

N ↑

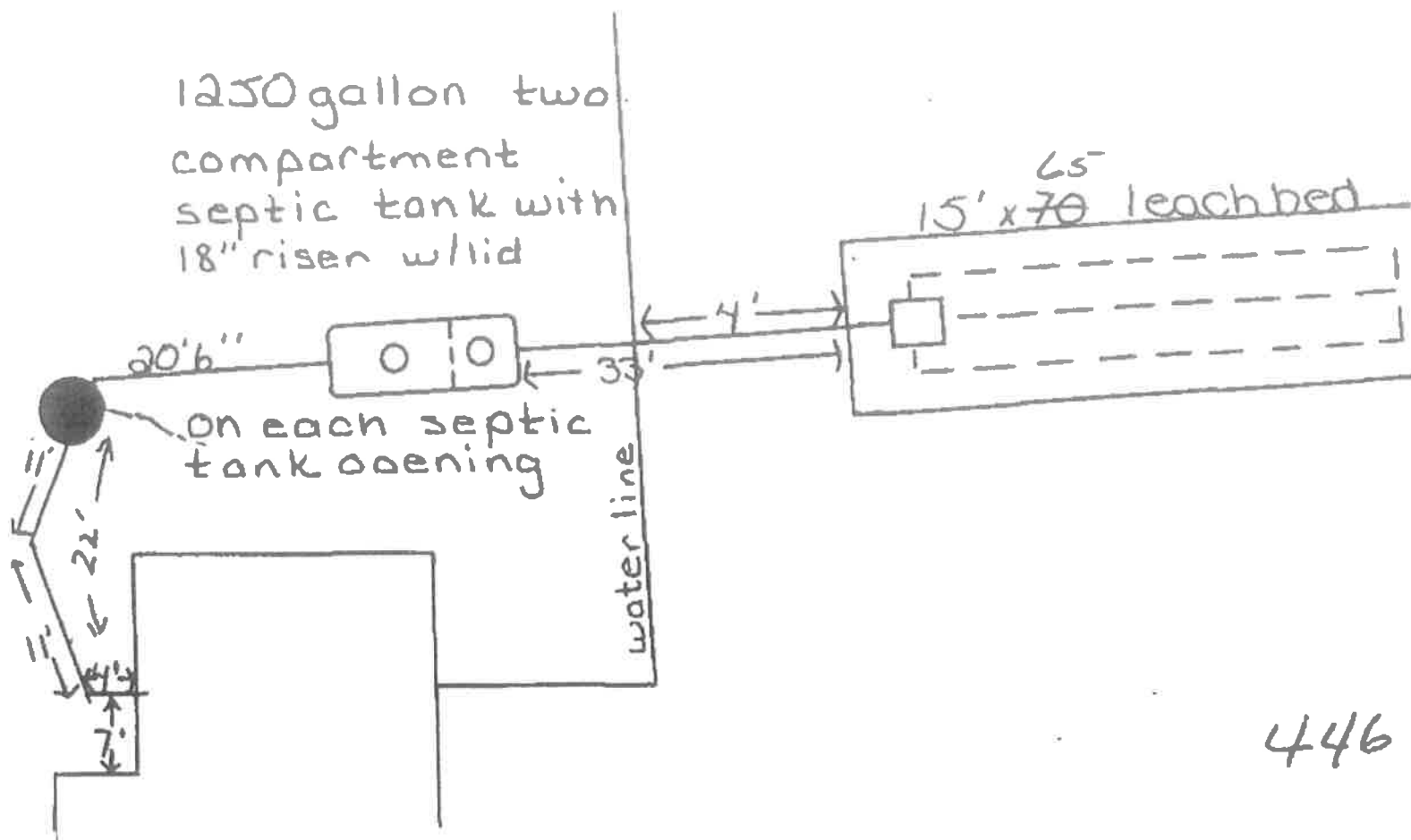
15489 Gunclub Road

Septic system repaired 1250 gallon tank  
1000 sq. ft. bed installed:

March 1979 System is  $3\frac{1}{2}'$  deep with  $1\frac{1}{2}$  rock.

Inspected and approved March 27, 1979

Joseph E. Vigil



446



RECEIVED  
MAR 23 1923  
BRIGHTON OFFICE



Your Touchstone Energy® Cooperative

500 Cooperative Way  
Brighton CO 80603-8728

www.unitedpower.com

Member Services 303-637-1300  
 Payments 866-999-4485  
 Report an Outage 303-637-1350

1490 1 AV 0.398  
 RAMON MARTINEZ  
 15489 GUN CLUB RD  
 BRIGHTON CO 80603-3814

5 1490  
 C-5



Payment Due By  
 08/24/2021

Total Due  
 \$97.00

From Date	To Date	Days	Billing Date
07/01/2021	08/01/2021	31	08/04/2021

Service Address 15489 GUN CLUB RD

Account # 2832408 District EAST Cycle 5

### Solar Sales Scams

United Power supports members who add solar. But we don't go door-to-door and we don't sell solar products. Beware of vendors who claim to be working on our behalf. Be Scam Smart!

Rate	Meter	Prev Rdg	Pres Rdg	Mult	kWh	Dmd
C1	1566467	83981	84366	1	385	3.848

Demand Time/Date 07/03/2021 10:15 AM

### ACTIVITY SINCE LAST BILL

Previous Balance	93.00
Payment Received - Thank You	-93.00
Balance Forward	0.00

### CURRENT BILLING DETAIL

Energy Charge	385 KWH @ 0.1031	39.69
Demand Charge	3.848 KW @ 1.50	5.77
Lighting 175W	2 Lights	26.50
Fixed Charge		20.00
Sales Tax		4.37
Round-Up		0.67
Current Month		97.00

**TOTAL DUE 97.00**

RAMON MARTINEZ  
 15489 GUN CLUB RD  
 BRIGHTON CO 80603-0000

Account # 2832408

Payment Due By  
 08/24/2021

Total Due  
 \$97.00

Amount Enclosed \$



Pay Your Bill Online  
 Visit www.unitedpower.com



Pay Your Bill By Phone  
 Call 866-999-4485



Pay Your Bill By Mail  
 Return Stub with check payment

Please Make Checks Payable and Return to:

UNITED POWER  
 PO BOX 173703  
 DENVER CO 80217-3703

5



00028324083 0000000000 0000097007 0000097007

**Electric Usage History**

From Date

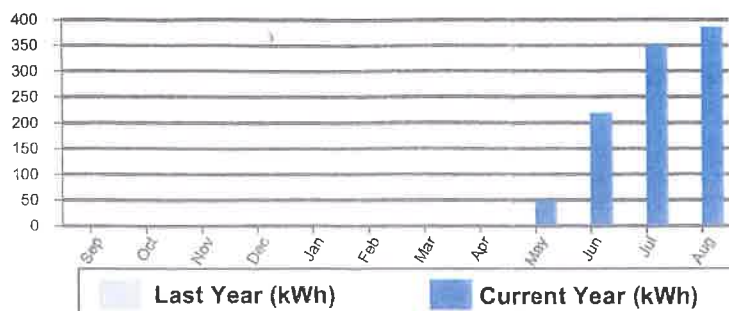
To Date

Account #

2832408

07/01/2021

08/01/2021

**Electric Usage Comparison**

Electric kWh	Days	Total kWh	Avg kWh/Day	kWh Cost/Day
Current Month	31	385	12	\$2.11
Last Month	30	350	12	\$2.05
One Year Ago	0	0	0	\$0.00

**Temperature Comparison**

Avg Temp	77° F	Avg Temp Last Yr.	76° F
High Temp	101° F	High Temp Date	07/08/2021
Low Temp	53° F	Low Temp Date	07/15/2021



View detailed 15 minute energy consumption intervals and usage history through the Power Portal.

[www.unitedpower.com/PowerPortal](http://www.unitedpower.com/PowerPortal)

**Bill Payment Assistance**

For information or to see if you qualify for energy assistance for your winter home heating costs, contact LEAP at 1-866-HEATHHELP (1-866-432-8435) or your county department of social services. Additional resources for assistance can be found at [www.unitedpower.com/assistance](http://www.unitedpower.com/assistance).

**Life Sustaining Equipment**

Please tell us if you or a member of your household relies on life-sustaining medical devices that are dependent on electricity. We will flag your account accordingly. Protect your loved ones with a back-up plan for disasters or power outages. Learn more at [www.unitedpower.com/medical-devices](http://www.unitedpower.com/medical-devices).

**Call 811 Before You Dig**

Before you begin any digging project, always have underground utilities marked. Notify the Colorado Utility Notification Center at least 3 days before digging. To schedule locates call 811 or visit [www.colorado811.org](http://www.colorado811.org).

**¿Necesitas ayuda en español?**

Estamos disponibles para ayudarte. Llame al 303-637-1300 opción 9, o visite [www.unitedpower.com/espanol](http://www.unitedpower.com/espanol)

**UNITED POWER, INC.**

500 Cooperative Way  
Brighton, CO 80603

Member Services 303-637-1300  
Payments - 24 hrs/day 866-999-4485  
Toll Free 800-468-8809

**Report an Outage**  
**303-637-1350**

[www.unitedpower.com/outage](http://www.unitedpower.com/outage)

For office locations, hours and more information:

[www.unitedpower.com](http://www.unitedpower.com)

**Convenient Payment Options****Online Account**

Make payments, report outages and enroll in Auto Pay and Paperless Billing at [www.unitedpower.com](http://www.unitedpower.com).

**Mobile App**

Download the free United Power mobile app to make payments and report outages on the go.

**Pay by Phone**

Call 866-999-4485 to check account status and pay with a check or credit card (no fees) 24 hours a day.

**Payment Kiosk**

Walk up and pay with cash, check or card. Locations and hours at [www.unitedpower.com/payments](http://www.unitedpower.com/payments).

**Other Ways to Pay****Auto Pay**

Have your bill automatically paid on your due date from the payment method of your choice.

**Paperless Billing**

Go paper-free. Receive an email notification, not a statement in the mail. View and pay bills online.

**Pay As You Go - Prepaid Billing**

Avoid deposits and late fees when you prepay for electricity. You choose how much and when to pay.

**Pay Now**

No login or password? No problem. Make a quick payment on our website by check or credit card.

**MoneyGram**

Make cash payments that post immediately to your account at over 40,000 MoneyGram locations.

**Budget Billing**

Take the ups and downs out of your monthly budget and pay the same amount each month.

**Custom Billing Period**

Choose a billing timeframe that is most convenient for you, and your budget.



Agfinity Inc.  
4065 St. Cloud Drive, Suite 100  
Loveland, CO 80538  
www.agfinityinc.com

Account # 4538702

Lessee: Name MARTINEZ, RAMON & ASHLEY

Address 15489 GUN CLUB ROAD

City BRIGHTON State CO Zip 80022

Lessor: Agfinity Inc., 970-454-4000  
4065 St. Cloud Drive, Suite 100 Loveland, CO 80538

1. Lease and Description of Property: The Lessor and Lessee mutually agree to the terms and conditions hereinafter set forth in this entire document. The Lessee agrees to purchase from the Lessor their entire usage of propane gas through the leased equipment, and the Lessor agrees to lease to the Lessee the following equipment:

(a) ☒ Propane Tank 1000 Gallon Capacity, Tank Serial # 7SF016658 Tank Yr. \_\_\_\_\_ Manufactured by \_\_\_\_\_

(b) Other Equipment Furnished: 1ST STAGE REGULATOR & TANK PIGTAIL

(c) 4-CONCRETE BLOCKS

(d) OTODATA MONITOR # 20534268

(hereinafter the Leased Property) for use on the premises of 15489 GUN CLUB RD County of ADAMS Township of

BRIGHTON State of Colorado (hereinafter, the Premises). All leased equipment remains the property of the Lessor, and Lessor retains the right to replace equipment if needed, at the Lessor's sole discretion, with like equipment, or equipment resized for the Lessee's usage.

2. Lease Payments: The above equipment is leased at an annual cost of \$ 150.00 payable in advance to Lessee based on minimum annual purchases estimated to be 800 gallons per year. If actual purchases fall below 400 gallons, Lessee will be billed an additional annual fee of \$ 150.00 to cover the costs associated with the Leased Property.
3. Maintenance and Service: The Lessor shall install the Leased Property on the Premises. Lessee shall notify Lessor in writing of any defect in the Leased Equipment, and Lessor shall have reasonable time in which to correct the defect. The Lessor will be responsible for furnishing parts for the Leased Property that fail to function properly solely due to defective parts. Lessee will pay only for the service call and installation charge at the then current rates, Lessor will cover the cost of defective parts. Otherwise, Lessee will be responsible for regular maintenance, wear and tear, and any damage to the Leased Property, and will be billed at the then current rate for all equipment, labor, and material costs required to repair the Leased Property.
4. Term of Lease: The initial term of this agreement shall begin on 09/23/21 and continue for 1 years, and will automatically renew annually for additional terms of 1 year unless terminated in accordance with the Termination section of this agreement. If Lessee discontinues purchasing propane from Lessor within the first 1 years of this agreement, Lessee agrees to pay Lessor a prorated portion of \$ 200.00, which amount represents the cost of items furnished with the original installation of gas piping, regulator, and labor, such amount prorated over a 1 year term. If the Lessee discontinues service, the Leased Property will be removed from the Premises by Lessor and Lessee will pay Lessor any charges or fees associated with such removal. Any gas remaining in the tank will become the property of Lessor. Any previously paid Lease Payments shall thereupon be forfeited to the Lessor.

SEE ADDITIONAL TERMS AND INFORMATION ON THE BACK OF THIS AGREEMENT

Notice to Consumer: You are entitled to an exact copy of this agreement. Do not sign this agreement before reading it, or if it has any blank spaces, even if advised to do so otherwise. Lessee also acknowledges: Receipt of safety materials and instructions, Opportunity to smell the odorant in Propane, Instructions on the use of the propane system, and Instructions on what to do in the event of a leak.

Date: 11-12-2021

Date: 09/23/2021

Lessee: 

Lessor: \_\_\_\_\_

Lessee: 

By: \_\_\_\_\_

5. **Previous Agreements:** Lessor and Lessee hereby agree that any and all previous agreements or leases made, written or verbal if any, between said parties regarding propane tank systems or equipment are hereby terminated. The terms of this lease agreement therefore supersede any and all previous agreements.
6. **Termination:** This agreement may be terminated by either party at any time, without cause, by providing the other party with 30 days written notice subject to the other provisions of this agreement. Notice may be delivered in person, or by postage paid mail sent to the address listed above. Either party may deliver in person or by mail, written notice of such party's new address to the other party, in which case any notice mailed under this section will be sent to such new address. Subject to any necessary notice of default and right to cure under the provisions of state law, the Lessor may terminate this agreement in the event the Lessee violates any state or federal law or regulation by filling, or permitting anyone other than the Lessor or its agents to fill the Leased Property with any substance.
7. **Indemnification and Hold Harmless:** Lessee agrees to protect, indemnify, and hold Lessor harmless from any and all claims, damages, suits, and liability for injuries to or death of any person or persons, or damage to property arising out of, or in any way connected with the use of said Leased Equipment.
8. **Other Terms:** The Leased Property shall not be considered a fixture or an appurtenance to real estate to which it may be attached. The Lessee shall not move or remove any of the Leased Property from the Premises without prior consent of the Lessor endorsed hereon. The Lessee shall not attempt to make any repairs or alterations to the Leased Property.
9. **Codes and Regulations:** Lessee acknowledges that from time to time regulations and codes pertaining to the propane industry change. If during the term of this agreement, it is determined that any portion of the system is no longer in compliance with the then current codes or regulations, including any appliances or devices connected to the system, Lessee agrees to pay for the time and materials needed to bring the system back into compliance.
10. **Lessee's Obligations:** Lessee agrees not to damage the Leased Property, or conceal or remove any identifying marks from the Leased Property. If any damage occurs to the Leased Property, Lessee will immediately notify Lessor, and Lessor will arrange for repairs or replacement of the Leased Property. Lessee acknowledges that Lessor does not carry property insurance on the Leased Property, and that the Lessee has the option at its sole expense to purchase property insurance on the Leased Property. Cost of any repairs or replacement will be paid by the Lessee in accordance herewith. Regardless of whether Lessee has insurance covering the Leased Property or files a claim with any insurance company, Lessee shall pay to Lessor the cost to replace the Leased Property in the event of any casualty or otherwise.
11. **System Alterations or Additions:** In the event that Lessee requires Lessor to move equipment or make alterations to the system, Lessee agrees to pay all Service Call, Parts, and Labor fees associated with the alterations or additions, at the then current rates.
12. **Refusal to Deliver:** Lessor may refuse to make deliveries of propane if Lessee owes for previous delivery, tank rental, or is otherwise in violation of Lessor's then current credit policy. If Lessee remains in violation, Lessor may remove the Leased Property without notice and Lessee hereby grants Lessor a license to enter onto the Premises to do so.
13. **No Option to Purchase:** Lessee shall have no specific option to purchase the Leased Property. Lessor may make any or all of the Leased Property available for purchase, at the Lessor's sole discretion.
14. **Surrender:** Upon termination of this agreement, Lessee agrees to peaceably, and quietly surrender any and all of the Leased Property to the Lessor.
15. **Rental Property Use:** If the Leased Property is used in association with any leased real property, the landlord must agree to be responsible for any unpaid bills, or the Tenant of such leased real property must provide security deposit to Agfinity Inc. equal to the cost of one fill of propane, estimated to be \$ 0.00.

## **LEGAL DESCRIPTION**

According to Old Republic National Title Insurance Company Schedule A

Policy No.: OX70715460.4782290

Dated June 10, 2021

A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12,  
TOWNSHIP 1 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 12;

THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS EAST ON AN ASSUMED  
BEARING ALONG THE EAST LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4 A  
DISTANCE OF 432.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 11 MINUTES 41 SECONDS WEST PARALLEL WITH  
THE NORTH LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4 A DISTANCE OF  
671.75 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS EAST PARALLEL WITH  
SAID EAST LINE A DISTANCE OF 461.68 FEET TO THE BEGINNING OF A  
TRAVERSE 10 FEET NORTH OF THE CENTERLINE OF AN IRRIGATION DITCH AS  
FOLLOWS:

SOUTH 47 DEGREES 31 MINUTES 48 SECONDS EAST, 113.18 FEET;

THENCE SOUTH 77 DEGREES 08 MINUTES 49 SECONDS EAST, 77.35 FEET;

THENCE NORTH 77 DEGREES 01 MINUTES 11 SECONDS EAST, 98.79 FEET;

THENCE NORTH 63 DEGREES 47 MINUTES 41 SECONDS EAST, 88.15 FEET;

THENCE NORTH 45 DEGREES 47 MINUTES 11 SECONDS EAST, 128.99 FEET;

THENCE NORTH 59 DEGREES 32 MINUTES 11 SECONDS EAST, 248.20 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 41 SECONDS EAST, 29.92 FEET TO  
THE EAST LINE OF SAID NORTHEAST 1/4 SOUTHEAST 1/4;

THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS WEST ALONG SAID  
EAST LINE A DISTANCE OF 287.65 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PART CONVEYED TO THE COUNTY OF ADAMS BY DEED  
RECORDED JUNE 5, 1980, IN BOOK 2461 AT PAGE 577 AND JULY 24, 1980, IN  
BOOK 2475 AT PAGE 595, COUNTY OF ADAMS, STATE OF COLORADO.



# Statement Of Taxes Due

Account Number R0202576

Assessed To

Parcel 0156912400002

MARTINEZ RAMON  
15489 GUN CLUB RD  
BRIGHTON, CO 80603-3814

## Legal Description

SECT, TWN RNG 12-1-66 DESC: PARCEL C A PT OF THE NE4 OF THE SE4 OF SEC 12 MORE PARTICULARLY DESC AS BEG AT THE E4 COR OF SD SEC 12 TH S 00D 22M 19S E ON AN ASSUMED BRNG ALG THE E LN OF SD NE4 SE4 A DIST OF 432/65 FT TO THE POB TH S 89D 11M 41S W // WHICH THE N LN OF SD NE4 SE4 A DIST OF 671/75 FT TH... Additional Legal on File

## Situs Address

15489 GUN CLUB RD

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2021	\$1,522.12	\$0.00	\$0.00	(\$1,522.12)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 02/14/2022</b>					<b>\$0.00</b>

Tax Billed at 2021 Rates for Tax Area 294 - 294

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6890000	\$57.88	1276	\$28,934	\$2,070
CENTRAL COLO WATER CONSERVA	1.4040000	\$22.03	AG FLOOD IRRG LAND	\$3,188	\$920
CENTRAL COLO GROUND WATER S	2.1890000	\$34.35	FARM/RANCH BLDG	\$43,780	\$12,700
FIRE DISTRICT 6 - GREATER B	11.7950000	\$185.06	Total	\$75,902	\$15,690
GENERAL	22.9450000	\$360.00			
RETIREMENT	0.3140000	\$4.93			
ROAD/BRIDGE	1.3000000	\$20.40			
DEVELOPMENTALLY DISABLED	0.2570000	\$4.03			
SD 27 BOND (Brighton)	22.0690000	\$346.26			
SD 27 GENERAL (Brighton)	27.7970000	\$436.14			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$1.57			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$14.12			
SOCIAL SERVICES	2.2530000	\$35.35			
Taxes Billed 2021	97.0120000	\$1,522.12			

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

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

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



LAND SERVICES  
OIL AND GAS TITLE

P.O. Box 336337  
Greeley, CO 80633

Phone (970) 351-0733  
Fax (970) 351-0867

**LIST OF MINERAL OWNERS AND MINERAL LESSEES for NOTIFICATION**  
(Ramon Martinez Property)

**Subject Property:**

Township 1 South, Range 66 West, 6th P.M., Adams County, CO

Section 12: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , being more particularly described on Exhibit A

Zeren Land Services, an oil and gas title research company, states that to the best of its knowledge the following is a true and accurate list of the names and addresses of the mineral owners and mineral leasehold owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq. in the Subject Property based upon the records of the Adams County Assessor and Clerk Recorder as of January 20, 2022 at 7:45 a.m.:

**Mineral Owners:**

None (entitled to notice)

**Mineral Leasehold Owners:**

None (entitled to notice)

Dated this 24<sup>th</sup> day of January 2022.

ZEREN LAND SERVICES

A handwritten signature in blue ink, appearing to read "Cynthia A. E. Zeren", is written over a horizontal line.

By: Cynthia A. E. Zeren, CPL  
Certified Professional Landman #4044



At the request of **Western Engineering Consultants, Inc. LLC** ("Client"), Zeren Land Services, an independent land consulting firm, has prepared the foregoing list of mineral estate owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq.

Zeren Land Services, searched (i) the records of the Adams County Assessor relating to the Subject Property for persons identified therein as mineral estate owners, and (ii) the records of the Adams County Clerk and Recorder relating to the Subject Property for recorded requests for notification in the form specified in the Surface Development Notification Act. The results of these searches are set forth above in this List of Mineral Owners Entitled to Notice. At the date of the search, the records of the Assessor and the Clerk and Recorder were posted through January 20, 2022 at 7:45 A.M.

The Adams County Clerk and Recorder has revised and modified their method of indexing the Requests for Notification of Surface Development which does not conform to the applicable statutory guidelines. Although we make every reasonable effort to locate the applicable Requests, our search is, therefore, further restricted by the current practices of the Office of the Clerk and Recorder.

Zeren Land Services, agreed to prepare this listing for the Client only if the Client agreed that the liability of Zeren Land Services, would be strictly limited to the amount paid by the Client for such services. Zeren Land Services, makes no warranty, express, implied or statutory, in connection with the accuracy, completeness or sufficiency of such listing of mineral estate owners. In the event the listing proves to be inaccurate, incomplete, insufficient or otherwise defective in any way whatsoever or for any reason whatsoever, **the liability of Zeren Land Services, shall never exceed the actual amount paid by Client to Zeren Land Services, for the listing.**

In order to induce Zeren Land Services, to provide such services, **Client further agreed to indemnify and hold Zeren Land Services, its managers, members and employees, harmless from and against all claims by all persons (including, but not limited to Client) of whatever kind or character arising out of the preparation and use of each such listing of mineral estate owners, to the extent that such claims exceed the actual amount paid to Client by Zeren Land Services, for such listing.** Client specifically intends that both the foregoing limitation on liability and foregoing indemnification shall be binding and effective without regard to the cause of the claim, inaccuracy or defect, including, but not limited to, breach of representation, warranty or duty, any theory of tort or of breach of contract, or the fault or negligence of any party (including Zeren Land Services) of any kind or character (regardless of whether the fault or negligence is sole, joint, concurrent, simple or gross). **Client's use of this listing evidences Client's acceptance of, and agreement with, this limitation on liability and the indemnification.**

Date: January 24, 2022

ZEREN LAND SERVICES

By: 

Cynthia A. E. Zeren, as President

**EXHIBIT A**

TOWNSHIP 1 SOUTH, RANCH 66 WEST OF THE 6<sup>TH</sup> P.M.

SECTION 12: A PART OF THE NE¼SE¼, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 12;

THENCE SOUTH 00°22'19" EAST ON AN ASSUMED BEARING ALONG THE EAST LINE OF SAID NE¼SE¼ A DISTANCE OF 432.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°11'41" WEST PARALLEL WITH THE NORTH LINE OF SAID NE¼SE¼ A DISTANCE OF 671.75 FEET;

THENCE SOUTH 00°22'19" EAST PARALLEL WITH SAID EAST LINE A DISTANCE OF 461.68 FEET TO THE BEGINNING OF A TRAVERSE 10 FEET NORTH OF THE CENTERLINE OF AN IRRIGATION DITCH AS FOLLOWS:

SOUTH 47°31'48" EAST, 113.18 FEET;

THENCE SOUTH 77°08'49" EAST, 77.35 FEET;

THENCE NORTH 77°01'11" EAST, 98.79 FEET;

THENCE NORTH 63°47'41" EAST, 88.15 FEET;

THENCE NORTH 45°47'11" EAST, 128.99 FEET;

THENCE NORTH 59°32'11" EAST, 248.20 FEET;

THENCE NORTH 89°37'41" EAST, 29.92 FEET TO THE EAST LINE OF SAID NE¼SE¼;

THENCE NORTH 00°22'19" WEST ALONG SAID EAST LINE A DISTANCE OF 287.65 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PART CONVEYED TO THE COUNTY OF ADAMS BY DEED RECORDED JUNE 5, 1980, IN BOOK 2461 AT PAGE 577 AND JULY 24, 1980, IN BOOK 2475 AT PAGE 595, COUNTY OF ADAMS, STATE OF COLORADO.

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Ramon Martinez  
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:

Physical Address: 15489 Gun Club Road, Brighton, CO 80603-3814

Legal Description: See attached sheet

Parcel #(s): 0156912400002

(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: 1/25/22

Applicant: Ramon Martinez

By: Ramon Martinez

Print Name: Ramon Martinez

Address: 342 N 14th Ave  
Brighton, CO 80601

STATE OF COLORADO )

)

COUNTY OF ADAMS )

Subscribed and sworn to before me this 25 day of January, 2022 by  
Ramon Martinez

Witness my hand and official seal.

My Commission expires: 05/30/2023

[Signature]  
Notary Public

CARMEN L. MALDONADO CEDILLO  
Notary Public  
State of Colorado  
Notary ID # 20194020252  
My Commission Expires 05-30-2023

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.**



## Sustainable Traffic Solutions

Joseph L. Henderson PE, PTOE  
Traffic Engineer / Principal

February 14, 2022

Chadwin F. Cox, PE  
Western Engineering Consultants  
127 South Denver Avenue  
Fort Lupton, CO 80735

RE: R Martinez Trucking Trip Generation Letter

Dear Chad,

Based on your request, I have prepared this trip generation letter to document the volume of traffic that will be generated by R Martinez Trucking which is located at 15489 Gun Club Road in Adams County. A vicinity map is contained in Figure 1 and the site plan is contained in Figure 2. The site plan shows a single family dwelling unit and a parking area with spaces for 15 trucks and 15 passenger vehicles. Access to the site is from Gun Club Road.

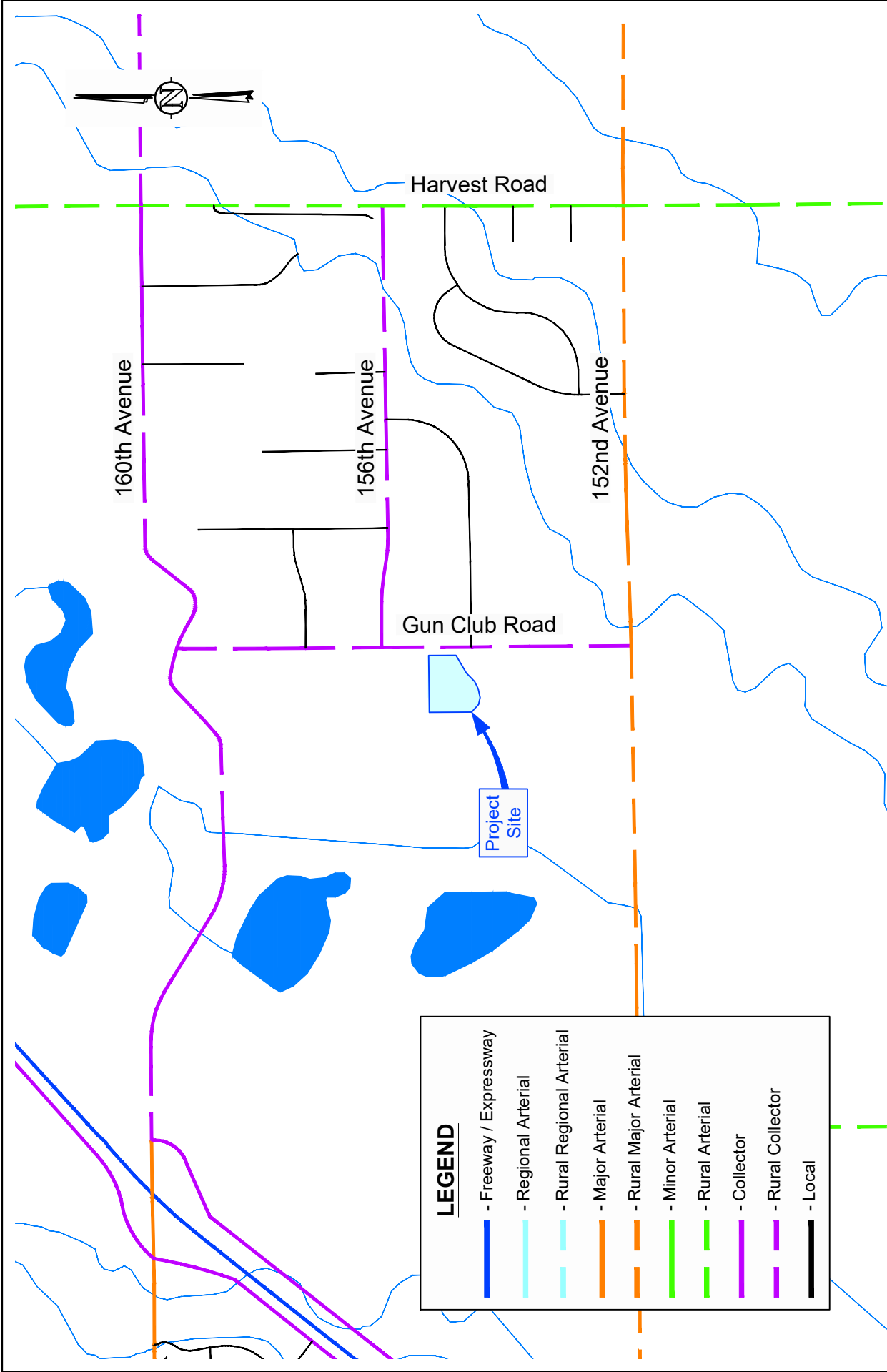
A trip generation estimate was prepared based on a conversation with Ramon Martinez who is the owner of R Martinez Trucking. R Martinez Trucking provides support to the construction industry by hauling aggregate and asphalt in dump trucks and belly dumps. Work in that industry is seasonal, so the trucks are normally hauling material from March through October and are idle the balance of the year. There are 15 trucks parked on the property at night. In the morning, 15 drivers arrive in passenger vehicles, leave the site for the day with the trucks, return the trucks at the end of the day, and drive home in their passenger vehicle. The following table is a daily estimate of the traffic that is resulting from parking the trucks and trailers on the property. This is a conservative estimate that assumes that there is no carpooling to the site. Including the estimated traffic from the single family dwelling unit, the site is expected to generate approximately 70 trips per day.

Vehicle Type	Inbound	Outbound	Total
Truck + Trailer	15	15	30
Passenger Vehicle	15	15	30
Subtotal - R Martinez Trucking	30	30	60
Single Family Dwelling Unit	5	5	10
Total	35	35	70

Please contact me with questions about the contents of this letter.

Sincerely,

Joseph L. Henderson, PE, PTOE  
Project Manager / Principal  
R Martinez Trucking Trip Generation Letter



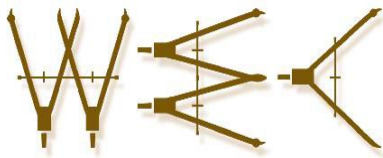
# R Martinez Trucking Trip Generation Letter VICINITY MAP





GCX_ Parcel Number	Subdivision	Parcel Address 1:	Owner	Owner Address:	Owner City, State, Zip:
0 0156707206001	GREEN ESTATES FILING NO 1	15690 GUN CLUB RD	BECKETT JOHN A AND PAULINE J	15690 GUN CLUB RD	BRIGHTON CO 80603
1 0156707206002	GREEN ESTATES FILING NO 1	15650 GUN CLUB RD	TORRES JOSE MANUEL AND TORRES MARTHA A	15650 GUN CLUB RD	BRIGHTON CO 80603-3819
2 0156707206003	GREEN ESTATES FILING NO 1	23451 E 156TH AVE	ENANDER JERILYN KAYE	24051 E 155TH WAY	BRIGHTON CO 80603-3884
3 0156707206004	GREEN ESTATES FILING NO 1	23855 E 156TH AVE	CHAMBERS DEAN J AND CHAMBERS KATHLEEN	23855 E 156TH AVE	BRIGHTON CO 80603
4 0156707301001	GREEN ESTATES FILING NO 1	15590 GUN CLUB RD	ZAISS RONALD N/BEVERLY L AND BRIAN R	15590 GUN CLUB RD	BRIGHTON CO 80603
5 0156707301002	GREEN ESTATES FILING NO 1	15560 GUN CLUB RD	FARNER SILAS S	15560 GUN CLUB RD	BRIGHTON CO 80603-3817
6 0156707301003	GREEN ESTATES FILING NO 1	15530 GUN CLUB RD	FORNI ROBERT A AND FORNI DOLORES C	15530 GUN CLUB RD	BRIGHTON CO 80603
7 0156707301004	GREEN ESTATES FILING NO 2	23451 E 155TH WAY	DOLAN KEVIN G AND RONCZKA RHONDA	23451 E 155TH WAY	BRIGHTON CO 80603
8 0156707301005	GREEN ESTATES FILING NO 2	23551 E 155TH WAY	LANGMACHER JEFFREY S AND LANGMACHER KATHLEEN M	23551 E 155TH WAY	BRIGHTON CO 80603
9 0156707301006	GREEN ESTATES FILING NO 2	23621 E 155TH WAY	DAVIS GLENNDA MARIE AND DAVIS BRANT ANSON	23621 E 155TH WAY	BRIGHTON CO 80603-3876
10 0156707301016	GREEN ESTATES FILING NO 1	23650 E 156TH AVE	WEBER EDWARD A AND WEBER DEBORAH J	23650 E 156TH AVE	BRIGHTON CO 80603-3867
11 0156707301017	GREEN ESTATES FILING NO 1	23550 E 156TH AVE	FLORES VICTOR AND FLORES MEGAN	23550 E 156TH AVE	BRIGHTON CO 80603-3850
12 0156707301018	GREEN ESTATES FILING NO 1	23450 E 156TH AVE	ACKER KEVIN W	23450 E 156TH AVE	BRIGHTON CO 80603-3846
13 0156707302001	GREEN ESTATES FILING NO 2	15490 GUN CLUB RD	JOHNSTON CHARLES SIMON	15490 GUN CLUB RD	BRIGHTON CO 80603-3815
14 0156707302002	GREEN ESTATES FILING NO 2	23450 E 155TH WAY	HILLS MAX L AND HILLS DIANA L	23450 E 155TH WAY	BRIGHTON CO 80603-3893
15 0156707302003	GREEN ESTATES FILING NO 2	23550 E 155TH WAY	MARTIN MICHAEL C AND STEPHEN M	23550 E 155TH AVE	BRIGHTON CO 80603
16 0156707302004	GREEN ESTATES FILING NO 2	23620 E 155TH WAY	BERLIN KENNETH E	23620 E 155TH AVE	BRIGHTON CO 80603
17 0156707303001	RICH ESTATES	15380 GUN CLUB RD	PIERCE LINDA M AND PIERCE KEITH N JR	23401 E 152ND AVE	BRIGHTON CO 80603-3822
18 0156707303002	RICH ESTATES	15350 GUN CLUB RD	PIERCE LINDA M AND PIERCE KEITH N JR	23401 E 152ND AVE	BRIGHTON CO 80603-3822
19 0156707303003	RICH ESTATES	15320 GUN CLUB RD	PIERCE LINDA M AND PIERCE KEITH N JR	23401 E 152ND AVE	BRIGHTON CO 80603-3822
20 0156707303009	RICH ESTATES	15300 GUN CLUB RD	PIERCE LINDA M AND PIERCE KEITH N JR	23401 E 152ND AVE	BRIGHTON CO 80603-3822
21 0156900000175		22855 E 152ND AVE	LANGSTON DANNY D	14871 HAYESMOUNT RD	BRIGHTON CO 80603-8846
22 0156900005001	LEURQUIN SUBD	15585 GUN CLUB RD	GORDON MARILYN KAYE	15585 GUN CLUB RD	BRIGHTON CO 80603
23 0156912100001		15625 GUN CLUB RD	TRACY JEAN C	15625 GUN CLUB RD	BRIGHTON CO 80603-3818
24 0156912400002		15489 GUN CLUB RD	MARTINEZ RAMON	15489 GUN CLUB RD	BRIGHTON CO 80603-3814
25 0156912400003		23203 E 152ND AVE	LEGER INVESTMENTS LLC C/O MERGER PROPERTY MANAGEMENT	303 S BROADWAY STE 20-350	DENVER CO 80209-1558
26 0156912400004		23201 E 152ND AVE	LEGER INVESTMENTS LLC C/O MERGER PROPERTY MANAGEMENT	303 S BROADWAY STE 20-350	DENVER CO 80209-1558





**WESTERN ENGINEERING CONSULTANTS,**  
*127 S Denver Ave. Fort Lupton, CO 80621*  
*2501 Mill Street, Brush, CO 80723*  
*Office: 720-685-9951*  
*Cell. 303-913-7341, Fax 720-294-1330*  
*Email: chadwin.cox@westerneci.com*

**Inc LLC**

January 26<sup>th</sup>, 2022.

Neighbor Property Owner  
15489 Gun Club Road, Brighton, CO 80603

**RE: Ramon Martinez Property 15489 Gun Club Road- Conditional Use Permit**

Dear Neighbor:

Western Engineering Consultants (WEC) is providing this letter on behalf of Ramon Martinez who is inviting you to attend a neighborhood meeting regarding his proposed Conditional Use Permit Review project.

It is the applicant's desire to obtain a Conditional Use Permit to continue his family trucking business of more than 15 years.

Typical operations are from March to October when most of the trucks work two 12 hours shifts. During this time trucks only occasionally are stored overnight on the property. During winter trucks will be parked in the rear (west) part of the property. The proposed parking lot will be screened from the adjacent neighbors.

The existing lot has Adams County parcel No. 0156912400002.

The meeting is to be held in the Holiday Inn Express located at 2212 Medical Center Dr, Brighton, CO 80601 on Wednesday, February 9th, 2022, at 6:00 P.M.

Adams County recommends the Applicant host a neighborhood meeting to inform the community and present the proposed project.

We are eager to meet with anyone interested to discuss this project!

Please contact me at 303-913-7341 with any questions or comments you may have.

Sincerely,

Western Engineering Consultants Inc.  
Chadwin F. Cox, P.E.  
Senior Project Manager

Enclosed documents:

- Exhibit A- Proposed Site Plan



**U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Brighton, CO 80603

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.85
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage  
\$0.58

Total Postage and Fees  
\$6.18

Sent To **Nartinez Ramon**

Street and Apt. No., or PO Box No.

**15489 Gun Club Rd  
Brighton CO 80603-3814**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Domestic Mail Only

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Brighton, CO 80603

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.85
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage  
\$0.58

Total Postage and Fees  
\$6.18

Sent To **Gordon Marilyn Kaye**

Street and Apt. No., or PO Box No.

**15585 Gun Club Rd.  
Brighton CO 80603**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Domestic Mail Only

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Brighton, CO 80603

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.85
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage  
\$0.58

Total Postage and Fees  
\$6.18

Sent To **Berlin Kenneth E**

Street and Apt. No., or PO Box No.

**23630 155th Ave  
Brighton CO 80603**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Denver, CO 80209

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.85
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage  
\$0.58

Total Postage and Fees  
\$6.18

Sent To **Legal Investments LLC merger**

Street and Apt. No., or PO Box No.

**303 S Broadway S2030 Property Mgr  
Denver CO 80209-1558**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Sent To **Tracy Jean C**

Street and Apt. No., or PO Box No.

**15625 Gun Club Rd  
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Sent To **Langston Danny P**

Street and Apt. No., or PO Box No.

**14871 Hayesmont Rd  
Brighton CO 80603-8846**

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Postage \$0.58

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Sent To Hills Max Land Hills Diana L

Street and Apt. No., or PO Box No. 23950 E 155th Way

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Postage \$0.58

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Sent To John Kenn G and Ronzka Planda

Street and Apt. No., or PO Box No. 23451 E 155th Way

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Postage \$0.58

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Sent To Johnston Charles Simon

Street and Apt. No., or PO Box No. 5490 Gun Club Rd

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Postage \$0.58

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Sent To Martin Michael and Stephen M

Street and Apt. No., or PO Box No. 23550 E 155th Ave

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Postage \$0.58

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Sent To Fomi Robert A and Fomi Dolores

Street and Apt. No., or PO Box No. 15530 Gun Club Rd

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Postage \$0.58

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Sent To Enander Jenilyn Kaye

Street and Apt. No., or PO Box No. 24051 E 155th Way

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Postage \$0.58

Total Postage and Fees \$6.18

Sent To Davis Glennda and Davis Brant  
Street and Apt. No., or PO Box No. 23621 E 155th Way  
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Postage \$0.58

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Sent To Flores Victor and Flores Megan  
Street and Apt. No., or PO Box No. 23550 E 156th Ave  
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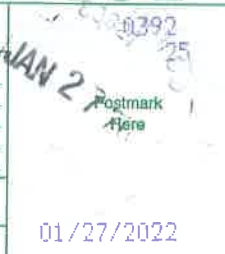
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Postage \$0.58

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Sent To Chambers Dean and Chambers Kathleen  
Street and Apt. No., or PO Box No. 23655 E 156th Ave  
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Postage \$0.58

Total Postage and Fees \$6.18

Sent To Langmacher Jeffrey and Langmacher Kathleen  
Street and Apt. No., or PO Box No. 23551 E 155th Way  
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Sent To Weber Edward and Weber Deborah  
Street and Apt. No., or PO Box No. 23650 E 156th Ave  
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Postage \$0.58

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Sent To Beckett John & Rayline J  
Street and Apt. No., or PO Box No. 15690 Gun Club Rd  
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Sent To Torres Jose Manuel and Torres Martha  
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☐ Certified Mail Restricted Delivery \$  
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Postage \$0.58

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Sent To Adler Kevin W  
Street and Apt. No., or PO Box No. 23450 E 156th Ave  
City, State, ZIP+4® Brighton, CO 80603-3846  
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☐ Certified Mail Restricted Delivery \$  
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Postage \$0.58

Total Postage and Fees \$6.18

Sent To Zeiss Ronald N/Beverly and Brian  
Street and Apt. No., or PO Box No. 15590 Gun Club Rd  
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Sent To Pierre Linda and Pierre Keith  
Street and Apt. No., or PO Box No. 23401 E 152nd Ave  
City, State, ZIP+4® Brighton, CO 80603-3822  
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Postage \$0.58

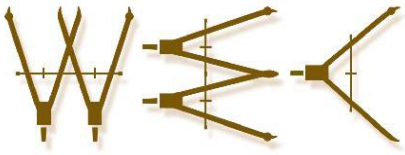
Total Postage and Fees \$6.18

Sent To Forner Silas L  
Street and Apt. No., or PO Box No. 15560 Gun Club Rd  
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# Sign-In Sheet

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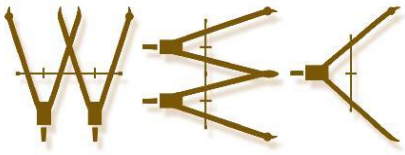


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# **MARTINEZ- CONDITIONAL USE PERMIT**

**Neighborhood Meeting**

**Brighton CO, February 9<sup>th</sup> , 2022**

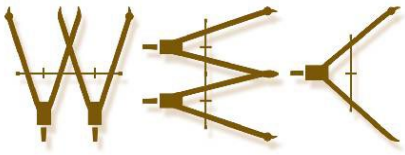


## 1000 ft PROPERTY OWNERS MEETING

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### **Agenda:**

1. Project Explanation
2. Normal Operation
3. Conditional Use Project Explanation
4. Proposed Site Plan
5. Q & A

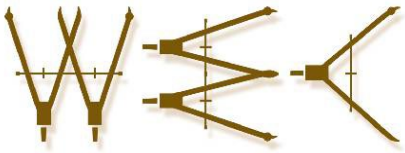


## PROJECT EXPLANATION

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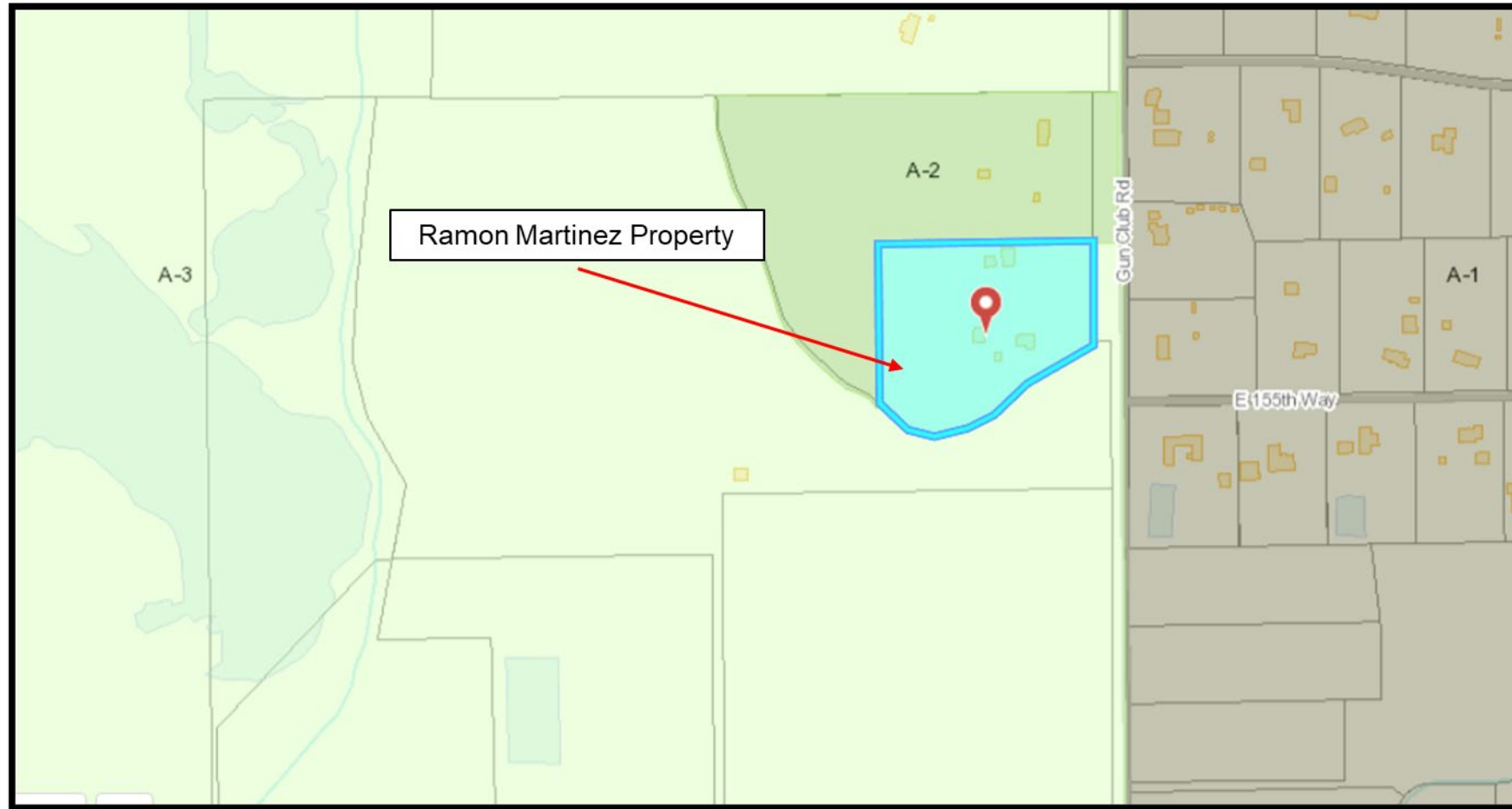
- To obtain a Conditional Use Permit in A-2
- Trucks overnight and winter storage for aggregates transportation
- Conditional Use allowed by zoning
- Screening proposal
- No exterior lighting is proposed
- Main access from Gun Club Road

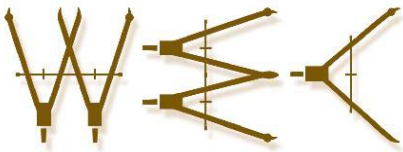




# ADAMS COUNTY ZONING MAP

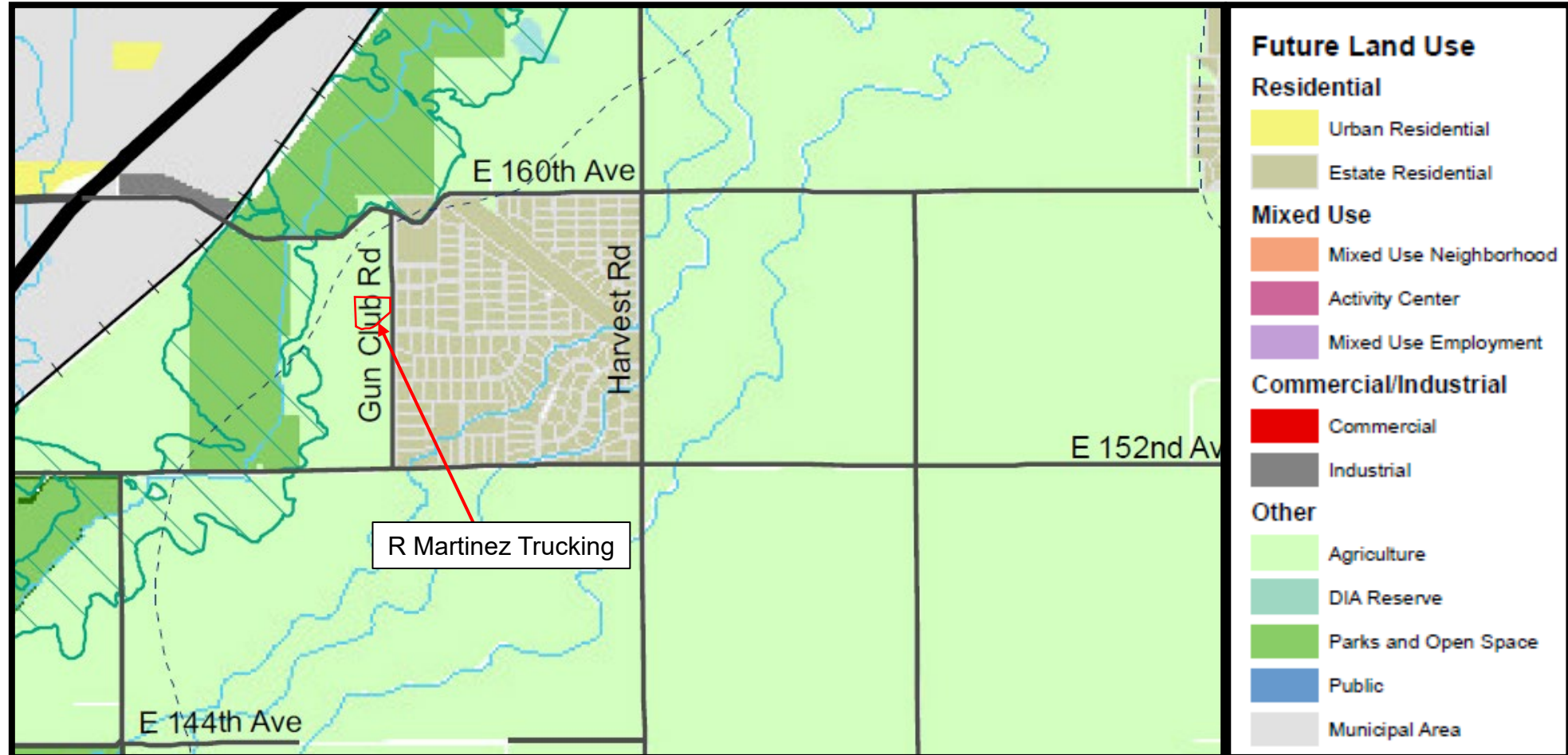
## Adams County Zoning Map

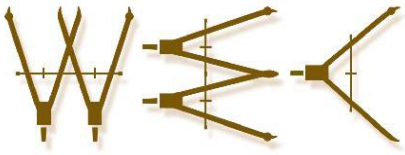




# ADAMS COUNTY COMPREHENSIVE PLAN MAP

## Adams County Comprehensive Plan Map



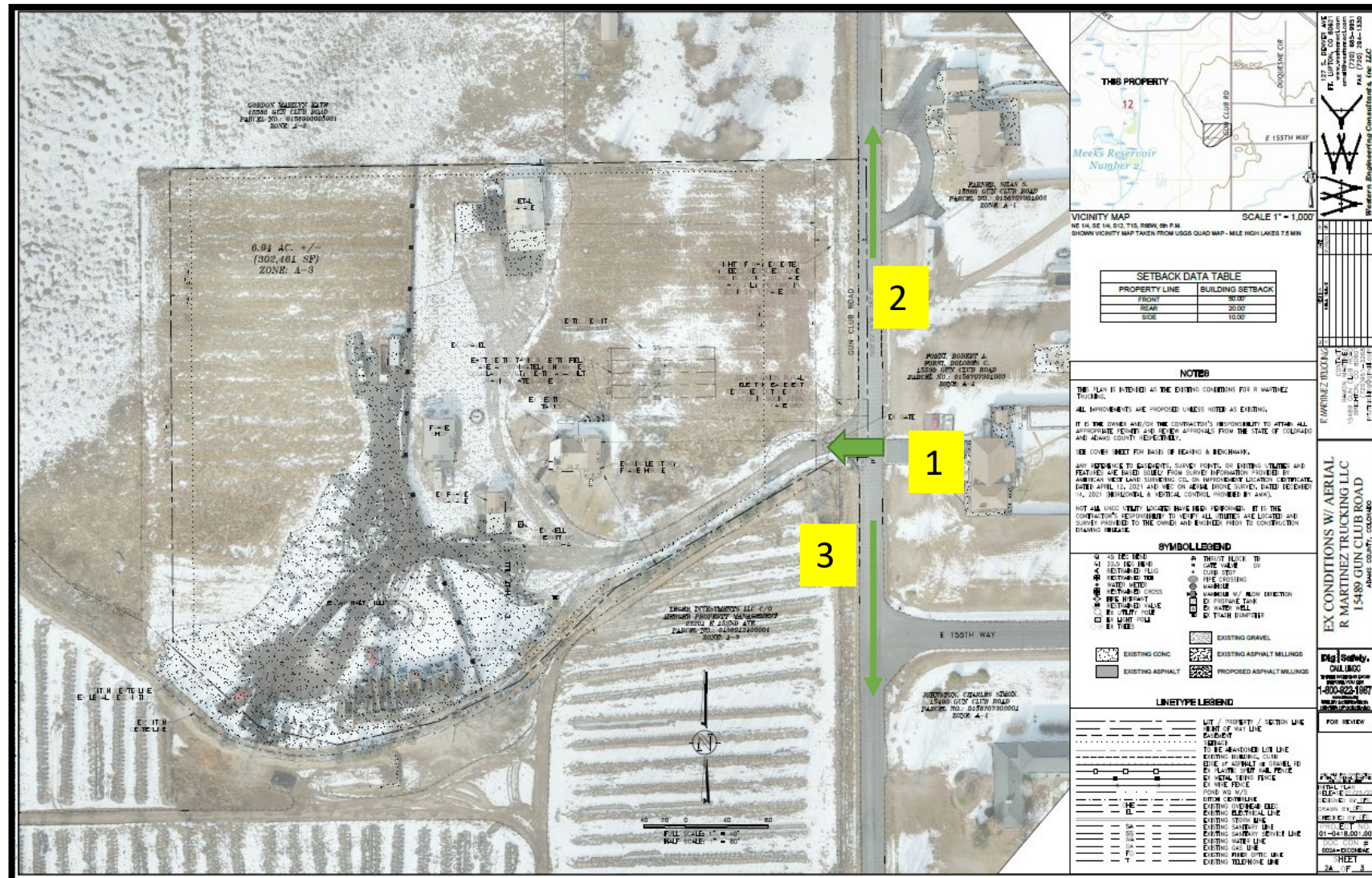


## R MARTINEZ TRUCKING OPERATION

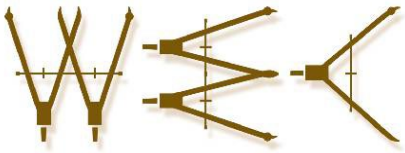
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- More than 15 years family business
- Typical operations are from March to October
- Trucks leave from 5:00 AM and return at 6:00 PM
- Most of the trucks are stored in Winter









## RAMON MARTINEZ PROPERTY

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1 Main Access

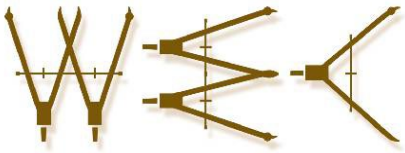


2 Gun Club Road to the North



3 Gun Club Road to the South





## R MARTINEZ TRUCKING

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Southwest side

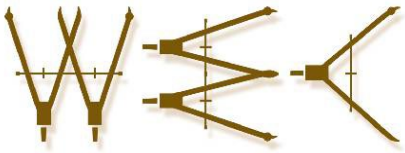


West side



west side





## R MARTINEZ TRUCKING

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Driveway



Truck storage

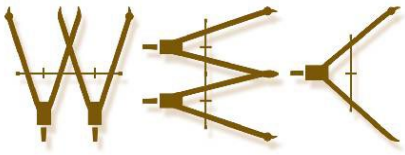


Truck storage





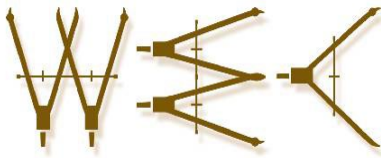




## **R. MARTINEZ CONDITIONAL USE PERMIT Q&A**

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**THANK YOU**



**WESTERN ENGINEERING CONSULTANTS,**  
*127 S Denver Ave. Fort Lupton, CO 80621*  
*2501 Mill Street, Brush, CO 80723*  
*Office: 720-685-9951*  
*Cell. 303-913-7341, Fax 720-294-1330*  
*Email: chadwin.cox@westerneci.com*

**Inc LLC**

## **Ramon Martinez Neighborhood Meeting Notes**

Date: February 9<sup>th</sup>, 2022

Location: Holiday Inn Express, 2212 Medical Drive, Brighton, CO 80601

Time: 6:00 PM

Purpose of Meeting: Ramon Martinez Conditional Use Permit Review

### **Attendees:**

- Ashley Martinez- Owner
- Ramon Martinez- Owner
- Chadwin F. Cox (WEC)
- Leticia Maldonado (WEC)
- Silas Farner
- Abby Acre
- Forni Dolores
- Forni Robert
- Kevin Dolan
- Michael Martin
- Kenneth Berlin
- Kathleen Langmacher
- Jeffrey Langmacher
- Brant Davis
- Chad Davis

Western Engineering Consultants (WEC) is providing this Meeting Summary on behalf of Ramon Martinez. The purpose of the meeting is for the adjacent neighbors to have the opportunity to express concerns or ask questions of the Conditional Use Permit project, located at 15489 Gun Club Road, Brighton, CO 80603.

### **Notes:**

- Chadwin Cox (WEC) explained the project on detail to attendees.
- Silas Farner asked if the owners are going to add outside lighting.
- Chad Cox responded that no additional lighting is proposed and explained the Adams County criteria to review the proposed lighting plans when proposed, and a Photometric study must be submitted.
- Michael Martin asked also about the outside lighting and if a change of zone is proposed.
- Chad Cox responded that no change of zone is proposed – the trucking business would be a conditional use to the current A3 zone.
- Silas Farner asked about the operations hours.
- Chad Cox, Ramon Martinez, and Ashely Martinez explained that according to the season and number of projects can vary; usually from 5:00 AM to 6:00 PM, and sometimes the trucks do not come back the same day because they are working 12 hours shifts and swap drivers in the field. The majority of winter months the trucks are not used and will only be stored on site.
- Jeff Langmacher asked how many trucks are going to be in the property and expressed his concern about the number of trucks shown in the plan (up to 25).

- Silas Farner mentioned that some of the trucks do not have the Martinez logo and also mentioned some activities at night in the property (on site congregation, etc).
- Ramon and Ashley Martinez responded that there are only 10 trucks now. 7 are owned by them, and the other 3 are owned by his cousin (in total 6 dump trucks, 2 semis-truck tractor & trailer, and 2 semi tractors). Ramon noted there was no intention to jump from 10 current trucks to 25 in the immediate future and that they may further reduce the number on the conditional use plan to be submitted to be 15 maximum in the future (only add 5 more from today's current quantity – 3 additional dump trucks and 2 additional semis). Ramon/Ashley also noted they were not aware of the irregular activities at their property. They explained that Ramon's father goes everyday and Ramon as well, but they will better monitor the activities.
- Silas Farner mentioned that the trucks leave tire marks when breaking.
- Michael Martin mentioned that it is hard to for the vehicles to turn into 152th Ave (Bromley Lane), and asked if any improvements on the road proposed.
- Silas Farner asked the same question about the proposed improvements.
- Kevin Dolan mentioned that his wife was almost involved in an accident with one of the trucks and asked if any way is there to have the trucks stop completely when entering the property.
- Ramon and Ashley Martinez asked if they have any information of the truck involved.
- Jeff Lanmacher mentioned his concern about the oil/fuel leaks from the trucks falling on the ground.
- Ramon explained that they service trucks off site at professional diesel mechanic shop(s). No servicing is to happen outside on site.
- Michael Martin asked if they are bringing in recycled asphalt and piling it on the property and loading it again, he also asked what type of materials they haul.
- Ramon responded that they do not store any of the materials on site. The imported recycled asphalt was to be placed within the driveway and parking yard.
- Michael Martin expressed his concern on the infiltration of oil or other contaminants into the subsoils because they water supply is from water wells.
- Chad Davis asked the weight of the trucks, and his concern is about causing damage on the Gun Club Road considering the current conditions of the road.
- Chad Cox responded that after the review of the Traffic Report, the County may ask for improvements on the road (i.e. turn lanes, additional enhancement of the existing pavement, etc) but that won't be determined until County Staff has an opportunity to review the submittal documents.
- Jeff Langmacher expressed his concern about care and improvements for Gun Club Road.
- Robert and Dolores Forni mentioned the current conditions of Gun Club Road and the possibility that more trucks will make it worse.
- Chad Cox clarified that any Improvements Agreement will be determined by the County during the review process.
- Kenneth Berlin asked if the trucks can leave and return the site at any time.
- Ramon Martinez explained the operation hours and Ashley Martinez detailed the winter season operations.

- Michael Martin expressed his concern about the effect on the beauty of the neighborhood and a previous experience that he has watching a truck parked by his property.
- Ashley offered their commitment to resolve any issue that may arise with the trucks.
- Kathleen Langmacher expressed their concern about having a lot of trucks circulating in the neighborhood and become a safety issue.
- Michael Martin asked if the CUP is approved and the owner sells the property, is the CUP still valid.
- Chad responded that in some jurisdictions the new owner must submit for a conditional use permit in their name, but was not sure in this case and that he will verify with the County.
- Silas Farner asked if the CUP is approved but the owner falls in a new code violation the County may revoke the permit.
- Chad responded that yes, the County can revoke a Conditional Use if the Owner/Applicant is not compliant.
- Abby Acre mentioned that the lights from the trucks affect them because they are almost in front of the entrance.
- Dolores Forni mentioned that they live right in front of the entrance of the property, and they are not affected by the truck's lights.
- Abby Acre asked if any idea is there of when the hearings will be held.
- Chad Cox explained the regular timing of the review by the County and that it could be 2-3 months forward.
- Kenneth Berlin expressed his concern about the security and asked if the caretaker is responsible of the property all the time.
- Ramon and Ashley Martinez responded that Ramon and his father go daily to check on the property.
- Chad Cox thanked the attendees for their inputs, and he offered to make sure they are notified when the submittal occurs.
- Ashley and Ramon Martinez expressed their thanks for coming to the meeting and provided their contact details to everyone and ask them to report any event caused by their trucks.

The meeting was adjourned at 7:40 P.M. Chad Cox offered to their neighbors to keep them posted on the County hearings.

Respectfully submitted,

Western Engineering Consultants Inc.  
C. Leticia Maldonado  
Office/ Project Manager