



## SUBDIVISION-MAJOR / FINAL

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

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

1. Development Application Form (pg. 5)
2. Application Fees (pg. 2) Will pay upon acceptance
3. Written Explanation of the Project
4. Site Plan Showing Proposed Development
5. Copy of Plat prepared by Registered Land Surveyor (pg. 7)
6. Subdivision Improvement Agreement (SIA)
7. School Impact Analysis (contact applicable District)
8. Fire Protection Report (required prior to Public Hearing)
9. Proof of Ownership
10. Proof of Water and Sewer Services
11. Proof of Utilities
12. Legal Description
13. Statement of Taxes Paid
14. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 12) Will provide upon hearing (s)
15. Certificate of Surface Development (pg. 13) Will provide upon hearing (s)
16. Subdivision Engineering Review application (separate [application](#))<sup>1</sup>  
*continued on next page...*



## DEVELOPMENT APPLICATION FORM

### Application Type:

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

PROJECT NAME:

### APPLICANT

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

### OWNER

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

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

Name:  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

**DESCRIPTION OF SITE**

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#:

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



## 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        |
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| <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: 2860 W 56th Ave

City, State, Zip: Denver, CO 80221

Area (acres or square feet): 0.2254

Tax Assessor Parcel Number: 0182517103030

Existing Zoning: TOD

Existing Land Use: Residential

Proposed Land Use: Urban Residential

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.

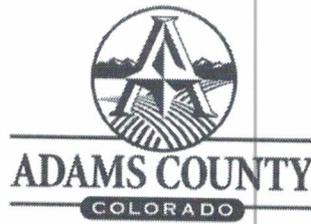
Name: Diane Graber

Date: 6-7-22

Owner's Printed Name

Name: 

Owner's Signature



### DEVELOPMENT APPLICATION FORM

#### Application Type:

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

**PROJECT NAME:**

#### APPLICANT

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

#### OWNER

Name(s):  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

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

Name:  Phone #:

Address:

City, State, Zip:

2nd Phone #:  Email:

**DESCRIPTION OF SITE**

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number:

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#:

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Name:

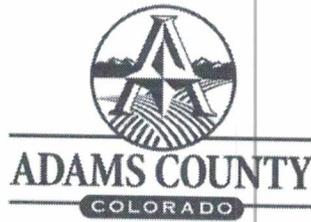
Date:

Owner's Printed Name

Name:

WILLIAM STOLAR (Jun 3, 2022 11:03 AM DT)

Owner's Signature



### DEVELOPMENT APPLICATION FORM

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|  |  |  |
|--|--|--|
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**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:

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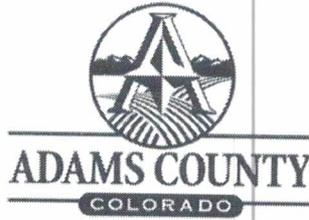
Name:

Date:

Owner's Printed Name

Name:

Owner's Signature



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| <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

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Name:

Date:

Owner's Printed Name

Name:

WILLIAM STOLLAR (Jun 3, 2022 1:49:55 MDT)

Owner's Signature

# TTLC Management, Inc.



June 3, 2022

Adams County  
Attn: Greg Barnes  
4430 South Adams County Parkway  
Brighton, CO 80601

Re: Written Statement  
Project: Berkeley Villas  
Address: 2922 W. 56th Avenue, CO 80221  
Applications: Subdivision-Major / Final

Dear Mr. Barnes:

On behalf of the applicant, TTLC Management Inc. (TTLC), we are pleased to submit for your review and comment the attached Final Plat Application for the property located at the southeast corner of W 56th Avenue and Federal Boulevard in unincorporated Adams County. The property address is 2922 W. 56th Avenue, Denver CO 80221. This application has been prepared by and for the following parties to the benefit of the residents of Adams County and the surrounding areas.

Applicant:  
TTLC Management, Inc  
Contact: David Clock, Regional Director  
1350 17th Street, Suite 350  
Denver, CO 80202  
720-330-9211  
dclock@thetruelifecompanies.com

Architect:  
KTY  
Contact: Doug Heaton  
820 16th Street, Suite 500  
Denver, CO 80202  
303-825-6400  
dheaton@ktgy.com

Entitlements / Landscape Architect:  
Norris Design  
Contact: Eva Mather / John Norris  
1101 Bannock St.  
Denver, CO 80204  
303-892-1166  
emather@norris-design.com  
jnorris@norris-design.com

Civil Engineer:  
Harris Kocher Smith  
Contact: John Stafford  
1120 Lincoln St, Ste 1000  
Denver, CO 80203  
303-623-6300  
jstafford@hkseng.com

# TTL Management, Inc.



## **Application**

The application associated with this written explanation includes a subdivision-major Final Plat. The Applicant's Preliminary Plat and rezone to TOD were approved by the Board of County Commissioners on April 5, 2022

The information provided as a part of the Final Plat application was guided by direction from Staff and is intended to give sufficient design and intent for the County to review and respond. The Final Plat will be advanced as necessary based on County comments.

## **Project Description**

This property is approximately 4.6 acres located at the northeast corner of W. 56<sup>th</sup> Avenue and Federal Boulevard. The site is near a variety of transportation options with nearby access to the Clear Creek Bike Trail via Federal Boulevard or W. 55<sup>th</sup> Place. This site provides convenient access to the mass transit, located ½ mile from the Clear Creek-Federal light rail station on the Gold line which is accessible by walking, biking or public bus stations. Two public transit bus stations are located adjacent to this property along Federal Boulevard with access to light rail stations as well as other bus stops to the north and south.

## **Applicability to Comprehensive Plan**

The 2012 Adams County Comprehensive Plan outlines key goals to creating a more sustainable and resilient Adams County. The key goals that strongly relate to Berkeley Villas Final Plat are outlined below:

### *Promote Coordinated and Connected Growth:*

Revitalization and reinvestment in established areas to meet the needs of a variety of residents

### *Reduce the Fiscal Impact of Growth:*

Infill development to take advantage of existing infrastructure to aid in reducing fiscal impacts with new development

### *Promote Economic Vitality:*

Locate Urban Residential uses within close proximity to the surrounding transportation corridors and within municipal and county growth areas, especially in the Southwest Area of the County.

### *Preserve the County's Natural Resources:*

Support and implement the preservation of active and passive open space, wildlife habitat and environmental quality

## **Site Concept**

Of utmost importance for this development is making certain that the development fits into the fabric of the existing community. For this site, 3-story townhomes will create a new housing stock, improving surrounding home values. The townhomes are organized around a "U" shaped access roadway, connecting to 56th on the north edge of the site. The townhomes are

# TTLC Management, Inc.



professionally designed for today's modern homeowners and to fit seamlessly into the existing neighborhood. This new development will provide high quality homes for homeowners in close proximity to downtown Denver.

The primary community access road includes 6' detached sidewalks and 6' amenity zones in many locations with tree-lawns, enhanced paving, street-trees, and parallel parking to allow for excellent pedestrian access to the important 56th Street pedestrian corridor. The 56<sup>th</sup> Avenue corridor provides nearby access to Federal Boulevard, leading to the City's light rail station, Clear Creek Federal Station, allowing easy access to the remainder of the City. Other key features in the neighborhood are the Clear Creek Trail and the Jim Baker Reservoir. TTLC will be improving the 56th Street frontage adjacent to this site by adding a 12' improved walk section that includes a 6' walk, and a 6' amenity zone that allows for enhanced paving, benches, trash receptacles, street-lights, and street trees making this location a healthier and walkable site.

Groupings of two townhome buildings are organized around beautiful green courts that open-up onto the pedestrian walkway. Small gathering nodes are provided along some green courts that will include picnic tables, grills, benches and professional landscaping. The green courts all spill out onto the "U" shaped pedestrian-way and all have great access to the community green space at the west edge of the community. The green space will include a shade shelter with picnic tables, a themed playground for both toddler and school age children, grilling stations, and a flex lawn for activities such as active sports, tossing a frisbee, playing corn hole, or setting up a picnic. Additionally, TTLC will be researching the possibility to design and construct a safe and convenient pedestrian corridor to access from the site to the new Maverick gas and convenience store to the west

## **Access**

The site will have two entrances along W. 56<sup>th</sup> Avenue. A system of one private street, alleys and walkways will provide access throughout the neighborhood. The private streets shall be constructed and maintained by the HOA.

The Final Plat accommodates a minimum of one (1) resident parking spaces per single-family attached unit in garages. Additional guest parking spaces are provided on-street for a total of 102 parking spaces. This site will contain 84 off-street parking spaces and 18 on-street parking which could be hammerhead parking spaces or parallel parking spaces on private streets.

A total 2.0 spaces per unit is provided, which is alignment with the approved Preliminary Plat. Bicycle parking will be available to meet County requirements of 1 per 20 units.

## **Phasing and Build Timing**

Berkeley Villas will be moving forward in one (1) total phase. Depending on the final entitlement approvals, development work will begin in approximately one and one half (1.5) to two (2) years with full completion in approximately four (4) to five (5) years.

# TTLC Management, Inc.



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We look forward to working with you on the review and approval of this Final Plat in Adams County. Please feel free to contact our team directly should you have any comments, questions, and/or requests for additional information.

Best Regards,

**TTLC Management, Inc.**

David Clock

Regional Director - Colorado

CC: Scott Menard, TTLC Management, Inc.

Leah Beniston, TTLC Management, Inc.

Mark Foster, TTLC Management, Inc.



# BERKELEY VILLAS SUBDIVISION PLAT

Case Number  
PRC2021-00003

A RESUBDIVISION OF LOTS 4, 5, 6, 7, AND 19 OF THE WESTMOORLAND SUBDIVISION PLAT AND LOT 8A OF RE-SUBDIVISION OF WESTMOORLAND PLAT CORRECTION NUMBER 2 BEING IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
COUNTY OF ADAMS, STATE OF COLORADO

## FINAL PLAT

SHEET 1 OF 5

### DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT TTLIC MANAGEMENT, INC., AN ARIZONA CORPORATION, AS THE OWNER, OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PARCEL OF LAND BEING ALL OF PLOT 4, PORTION OF PLOTS 5 THROUGH 7, AND A PORTION OF LOT 19, RE-SUBDIVISION OF WESTMOORLAND, AND ALL OF LOT 8A, RE-SUBDIVISION OF WESTMOORLAND PLAT CORRECTION NO. 2, SITUATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH/ PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PLOT 4;  
THENCE SOUTH 00°29'37" EAST ALONG THE EAST LINE OF SAID PLOT 4, A DISTANCE OF 310.01 FEET TO THE SOUTHEAST CORNER OF SAID PLOT 4;  
THENCE SOUTH 89°59'11" WEST ALONG THE SOUTH LINES OF SAID PLOTS 4 AND 5, A DISTANCE OF 220.78 FEET TO THE NORTHEAST CORNER OF SAID PLOT 19;  
THENCE SOUTH 00°33'42" EAST ALONG THE EAST LINE OF SAID PLOT 19, A DISTANCE OF 150.01 FEET TO THE SOUTHEAST CORNER OF THE NORTH 150 FEET OF SAID PLOT 19;  
THENCE SOUTH 89°59'11" WEST ALONG THE SOUTH LINE OF THE NORTH 150 FEET OF SAID PLOT 19, THE SOUTH LINE OF SAID PLOT 7, AND THE SOUTH LINE OF SAID LOT 8A, A DISTANCE OF 410.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8A;  
THENCE ALONG THE PERIMETER OF SAID LOT 8A THE FOLLOWING THREE (3) COURSES:  
1) NORTH 00°32'42" WEST, A DISTANCE OF 160.00 FEET;  
2) NORTH 89°59'27" EAST, A DISTANCE OF 100.00 FEET;  
3) NORTH 00°32'42" WEST, A DISTANCE OF 300.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST 56TH/ AVENUE;  
THENCE NORTH 89°59'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 224.66 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED AT RECEPTION NO. 2015000102887;  
THENCE SOUTH 00°32'42" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 160.01 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL  
THENCE NORTH 89°59'12" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG THE SOUTH LINE OF A PARCEL DESCRIBED AT RECEPTION NO. 2012000092509, A DISTANCE OF 140.99 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED AT RECEPTION NO. 2012000092509;  
THENCE NORTH 00°33'42" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 160.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST 56TH/ AVENUE;  
THENCE NORTH 89°59'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 165.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 204,691 SQUARE FEET OR 4.70 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO BLOCKS, LOTS, TRACTS, STREETS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF BERKELEY VILLAS SUBDIVISION PLAT. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY TRACT A AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

TTLIC MANAGEMENT, INC., AN ARIZONA CORPORATION

BY: \_\_\_\_\_ AS: EXECUTIVE VICE PRESIDENT DATE: \_\_\_\_\_  
SCOTT A. MENARD

**ACKNOWLEDGMENT:**  
STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_ AD 20\_\_\_\_,  
BY SCOTT A. MENARD AS EXECUTIVE VICE PRESIDENT.

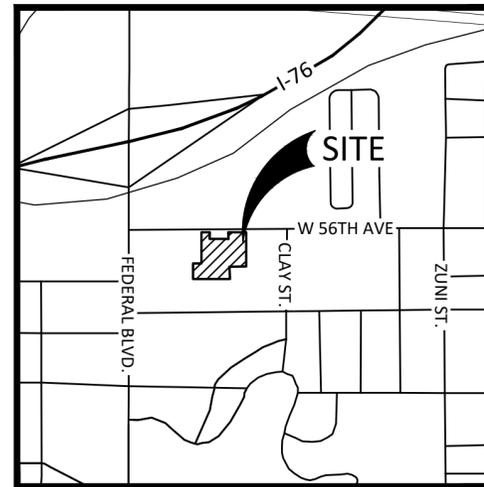
WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
ADDRESS

**DEVELOPER**  
THE TRUE LIFE COMPANIES  
1250 17TH STREET, SUITE 350  
DENVER, CO 80202  
720-330-9211

**CIVIL ENGINEER**  
HARRIS KOCHER SMITH  
1120 LINCOLN STREET, SUITE 1000  
DENVER, CO 80203  
303-623-6300



VICINITY MAP

SCALE: 1" = 1000'

### TRACT SUMMARY TABLE

| TRACT | PURPOSE/DESCRIPTION         | TO BE OWNED | TO BE MAINTAINED | AREA (ACRE) | PAGE  |
|-------|-----------------------------|-------------|------------------|-------------|-------|
| A     | DRAINAGE                    | HOA         | HOA              | 0.12        | 4     |
| B     | ROADWAY, LANDSCAPE, UTILITY | HOA         | HOA              | 1.62        | 4,5,6 |
| C     | LANDSCAPE                   | HOA         | HOA              | 0.32        | 4,6   |
| D     | LANDSCAPE                   | HOA         | HOA              | 0.06        | 6     |
| E     | LANDSCAPE                   | HOA         | HOA              | 0.07        | 5     |
| F     | LANDSCAPE                   | HOA         | HOA              | 0.04        | 5     |
| G     | LANDSCAPE                   | HOA         | HOA              | 0.13        | 4,5   |
| H     | LANDSCAPE                   | HOA         | HOA              | 0.15        | 5,6   |

### NOTES AND RESTRICTIONS:

- RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS, DRIVES AND ALLEYS.
- ALL PRIVATE ROADS, ALLEYS AND DRIVES ARE HEREBY DESIGNATED AS FIRE LANES. WHEN REQUIRED, ALL FIRE LANES SHALL BE POSTED "NO PARKING-FIRE LANE". ALL FIRE LANES SHALL BE INCLUDED INTO THE ADAMS COUNTY PROGRAM FOR ENFORCEMENT OF PRIVATE PROPERTY PARKING.
- ALL INTERNAL ROADS AND DRAINAGE FACILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FINAL PUD, STREET CONSTRUCTION PLANS, PAVEMENT DESIGN, GRADING & EROSION CONTROL PLAN, AND A FINAL DRAINAGE PLAN SUBMITTED TO AND APPROVED BY ADAMS COUNTY. PRIOR TO ISSUANCE OF BUILDING PERMITS FOR HOMES WITHIN THE SUBDIVISION, ALL COUNTY IMPROVEMENTS REQUIRED IN ACCORDANCE WITH APPROVED PLANS BY ADAMS COUNTY, SHALL HAVE RECEIVED PRELIMINARY ACCEPTANCE OF CONSTRUCTION BY THE DEPARTMENT OF PUBLIC WORKS.
- NOTICE IS GIVEN THAT THIS SUBDIVISION WILL BE SUBJECT TO RECORDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. ADAMS COUNTY IS NOT RESPONSIBLE FOR ENFORCEMENT OF THESE RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS THAT SHALL BE FILED AGAINST THIS SUBDIVISION PLAT.
- THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

### CLOSURE STATEMENT:

THE MATHEMATICAL CLOSURE ERROR OF THE DIMENSIONS OF THE SURVEYED PROPERTY IS LESS THAN 1:50,000 (SECOND ORDER).

### STATEMENT RESTRICTING ACCESS:

PUBLIC ACCESS ACROSS RIGHT-OF-WAY LINES, INCLUDING 56TH AVENUE, IS RESTRICTED.

### FLOODPLAIN

THE SURVEYED PROPERTY FALLS WITHIN ZONE X OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 08001C0592H, DATED MARCH 5, 2007. ZONE X IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2-PERCENT ANNUAL CHANCE FLOODPLAIN.

### SURVEYOR'S CERTIFICATION:

I, AARON MURPHY, A LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY FOR TTLIC DENVER - BERKELEY VILLAS SUBDIVISION PLAT WAS MADE UNDER MY SUPERVISION AND THE ACCOMPANYING PLAN ACCURATELY AND PROPERLY SHOWS SAID SURVEY.

\_\_\_\_\_  
AARON MURPHY, PLS 38162  
FOR AND ON BEHALF OF  
HARRIS KOCHER SMITH

### PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 202\_\_

\_\_\_\_\_  
CHAIR

### BOARD OF COUNTY COMMISSIONERS' APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 202\_\_

\_\_\_\_\_  
CHAIR

### ADAMS COUNTY ATTORNEY:

\_\_\_\_\_  
APPROVED AS TO FORM

REVISION DATE: ----

ISSUE DATE: 6-7-2022

SHEET 1 OF 5

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

Filepath: K:\0006\01SURVEY\PLAT COVER\_2018\0.DWG Layout COVER  
Date: TUE 06/07/22 8:20:08A By: Aaron Murphy

PROJECT #: 200810

# BERKELEY VILLAS SUBDIVISION PLAT

Case Number  
PRC2021-00003

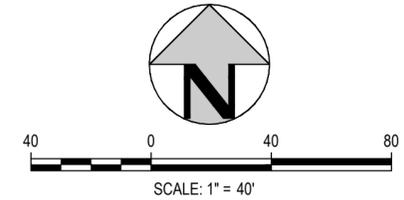
A RESUBDIVISION OF LOTS 4, 5, 6, 7, AND 19 OF THE WESTMOORLAND SUBDIVISION PLAT AND LOT 8A OF RE-SUBDIVISION OF WESTMOORLAND PLAT CORRECTION NUMBER 2 BEING IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERDIAN  
COUNTY OF ADAMS, STATE OF COLORADO

## FINAL PLAT

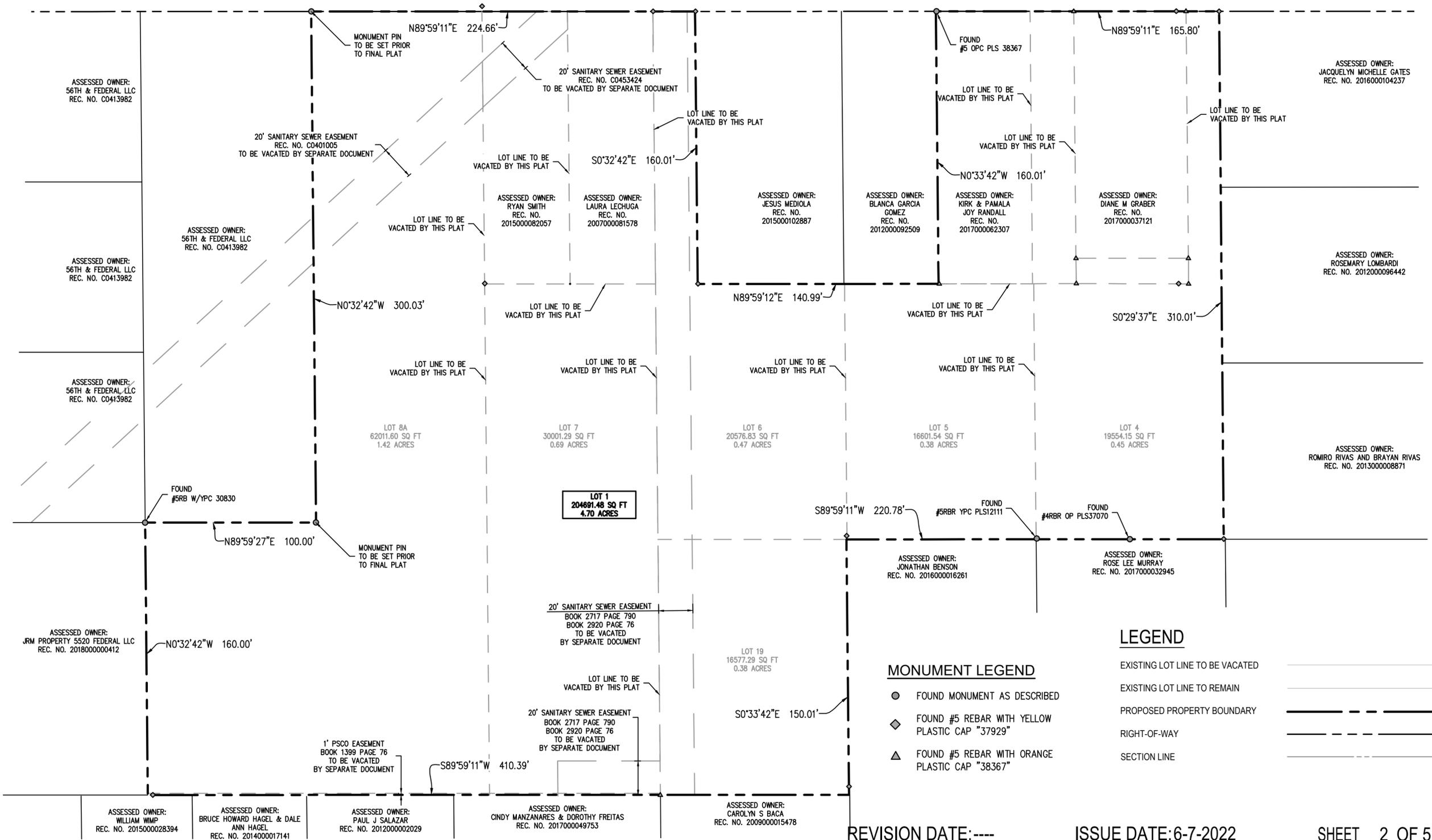
SHEET 2 OF 5

### NOTES:

- ALL EASEMENTS TO BE VACATED BY SEPARATE DOCUMENT PRIOR TO FINAL PLAT.
- ALL LOT LINES INTERNAL TO SITE TO BE VACATED BY THIS PLAT.



W. 56TH AVENUE  
40' R.O.W.



REVISION DATE: ----

ISSUE DATE: 6-7-2022

SHEET 2 OF 5

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

Filepath: K:\2008\0\SURVEY\PLAT\BNDY-SHEET.DWG Layout: BOUNDARY DETAIL  
Plotted: 7/22/2022 11:41:41 AM By: Aaron Murphy

PROJECT #: 200810





# BERKELEY VILLAS SUBDIVISION PLAT

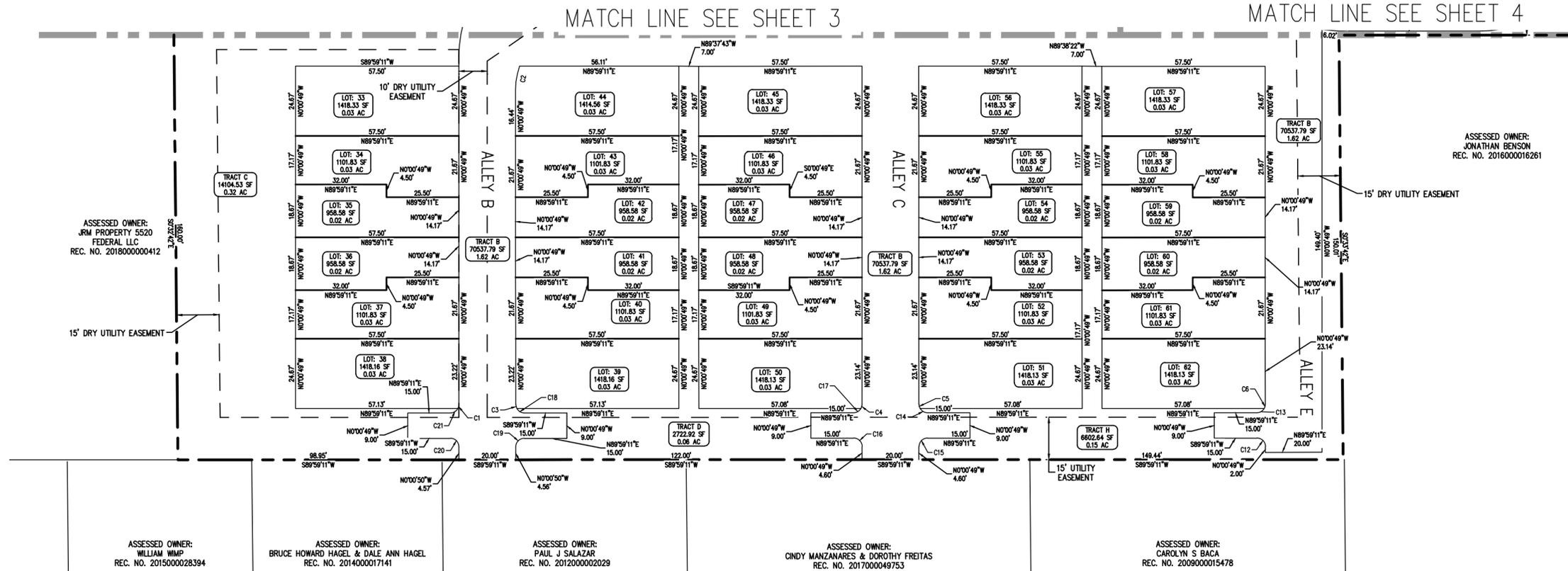
Case Number  
PRC2021-00003

A RESUBDIVISION OF LOTS 4, 5, 6, 7, AND 19 OF THE WESTMOORLAND SUBDIVISION PLAT AND LOT 8A OF RE-SUBDIVISION OF WESTMOORLAND PLAT CORRECTION NUMBER 2 BEING IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN  
COUNTY OF ADAMS, STATE OF COLORADO

## FINAL PLAT

SHEET 5 OF 5

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

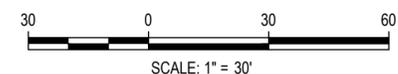


| CURVE # | LENGTH | RADIUS | DELTA  | CHORD DIRECTION | CHORD LENGTH |
|---------|--------|--------|--------|-----------------|--------------|
| C1      | 1.51'  | 3.00'  | 28.83° | N14° 24' 01"E   | 1.49'        |
| C2      | 8.38'  | 25.00' | 19.21° | S9° 35' 22"W    | 8.34'        |
| C3      | 1.51'  | 3.00'  | 28.83° | N14° 25' 40"W   | 1.49'        |
| C4      | 1.60'  | 3.00'  | 30.55° | N15° 15' 49"E   | 1.58'        |
| C5      | 1.60'  | 3.00'  | 30.55° | S15° 17' 27"E   | 1.58'        |
| C6      | 1.61'  | 3.00'  | 30.70° | N15° 20' 06"E   | 1.59'        |
| C7      | 4.71'  | 3.00'  | 90.00° | N44° 59' 11"E   | 4.24'        |
| C8      | 4.71'  | 3.00'  | 90.00° | N45° 00' 49"W   | 4.24'        |
| C9      | 4.71'  | 3.00'  | 90.00° | N44° 59' 11"E   | 4.24'        |
| C10     | 4.71'  | 3.00'  | 90.00° | N45° 00' 49"W   | 4.24'        |
| C11     | 4.18'  | 3.06'  | 78.44° | S40° 30' 54"E   | 3.86'        |
| C12     | 4.71'  | 3.00'  | 89.99° | N45° 00' 25"W   | 4.24'        |
| C13     | 3.11'  | 3.00'  | 59.30° | N60° 20' 06"E   | 2.97'        |
| C14     | 3.11'  | 3.00'  | 59.45° | S60° 17' 27"E   | 2.97'        |
| C15     | 4.71'  | 3.00'  | 90.00° | S44° 59' 11"W   | 4.24'        |
| C16     | 4.71'  | 3.00'  | 89.99° | N45° 00' 25"W   | 4.24'        |
| C17     | 3.11'  | 3.00'  | 59.45° | N60° 15' 49"E   | 2.97'        |
| C18     | 3.20'  | 3.00'  | 61.17° | S59° 25' 40"E   | 3.05'        |
| C19     | 4.72'  | 3.01'  | 89.88° | S44° 55' 29"W   | 4.25'        |
| C20     | 4.71'  | 3.00'  | 90.00° | N45° 00' 49"W   | 4.24'        |

| CURVE # | LENGTH | RADIUS | DELTA  | CHORD DIRECTION | CHORD LENGTH |
|---------|--------|--------|--------|-----------------|--------------|
| C21     | 3.20'  | 3.00'  | 61.17° | N59° 24' 01"E   | 3.05'        |
| C22     | 4.36'  | 3.06'  | 81.69° | S42° 02' 09"W   | 4.00'        |
| C23     | 4.71'  | 3.00'  | 90.00° | S45° 00' 49"E   | 4.24'        |
| C24     | 61.51' | 50.15' | 70.28° | S32° 26' 01"W   | 57.73'       |
| C25     | 4.50'  | 25.00' | 10.32° | N62° 27' 37"E   | 4.49'        |
| C26     | 4.71'  | 3.00'  | 90.00° | S44° 59' 11"W   | 4.24'        |
| C27     | 87.18' | 55.50' | 90.00° | N44° 59' 15"E   | 78.49'       |

### LEGEND:

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- SECTION LINE



REVISION DATE: ----

ISSUE DATE: 6-7-2022

SHEET 5 OF 5

Filepath: K:\2006\01SURVEY\PLAT\_200810.DWG Layout: SOUTH  
Plat: 1 Page: 1  
Plat: 1 File: 06/07/22 2:30:31 PM By: Aaron Murphy

PROJECT #: 200810

A PARCEL OF LAND BEING ALL OF PLOT 4, PORTION OF PLOTS 5 THROUGH 7, AND A PORTION OF LOT 19, RE-SUBDIVISION OF

WESTMOORLAND, AND ALL OF LOT 8A, RE-SUBDIVISION OF WESTMOORLAND PLAT CORRECTION NO. 2, SITUATED IN THE

NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH/ PRINCIPAL MERIDIAN, COUNTY OF

ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PLOT 4;

THENCE SOUTH 00°29'37" EAST ALONG THE EAST LINE OF SAID PLOT 4, A DISTANCE OF 310.01 FEET TO THE SOUTHEAST

CORNER OF SAID PLOT 4;

THENCE SOUTH 89°59'11" WEST ALONG THE SOUTH LINES OF SAID PLOTS 4 AND 5, A DISTANCE OF 220.78 FEET TO THE

NORTHEAST CORNER OF SAID PLOT 19;

THENCE SOUTH 00°33'42" EAST ALONG THE EAST LINE OF SAID PLOT 19, A DISTANCE OF 150.01 FEET TO THE SOUTHEAST

CORNER OF THE NORTH 150 FEET OF SAID PLOT 19;

THENCE SOUTH 89°59'11" WEST ALONG THE SOUTH LINE OF THE NORTH 150 FEET OF SAID PLOT 19, THE SOUTH LINE OF SAID

PLOT 7, AND THE SOUTH LINE OF SAID LOT 8A, A DISTANCE OF 410.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8A;

THENCE ALONG THE PERIMETER OF SAID LOT 8A THE FOLLOWING THREE (3) COURSES:

1) NORTH 00°32'42" WEST, A DISTANCE OF 160.00 FEET;

2) NORTH 89°59'27" EAST, A DISTANCE OF 100.00 FEET;

3) NORTH 00°32'42" WEST, A DISTANCE OF 300.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF WEST 56TH/

AVENUE;

THENCE NORTH 89°59'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 224.66 FEET TO THE NORTHWEST CORNER OF THAT

PARCEL DESCRIBED AT RECEPTION NO. 2015000102887;

THENCE SOUTH 00°32'42" EAST ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 160.01 FEET TO THE SOUTHWEST

CORNER OF SAID PARCEL

THENCE NORTH 89°59'12" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG THE SOUTH LINE OF A PARCEL

DESCRIBED AT RECEPTION NO. 2012000092509, A DISTANCE OF 140.99 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL

DESCRIBED AT RECEPTION NO. 2012000092509;

THENCE NORTH 00°33'42" WEST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 160.01 FEET TO A POINT ON THE

SOUTH RIGHT OF WAY LINE OF WEST 56TH/ AVENUE;

THENCE NORTH 89°59'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 165.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 204,691 SQUARE FEET OR 4.70 ACRES, MORE OR LESS.

**From:** [Land Title Residential Title Team](#)  
**To:** [cschmidt@ltgc.com](mailto:cschmidt@ltgc.com); [mark@coaz1031.com](mailto:mark@coaz1031.com); [cindy@coaz1031.com](mailto:cindy@coaz1031.com); [mpeterson@bgwcounsel.com](mailto:mpeterson@bgwcounsel.com)  
**Subject:** Commitment and Disclosures (2898 WEST 56TH AVENUE)(Buyer: TTL MANAGEMENT INC.)(Our 70704296)  
**Date:** Friday, April 30, 2021 3:34:22 PM

This sender is trusted.

## Your Documents from Land Title

Land Title has performed an update to this title commitment. Below you will find a brief description of the change(s):

- Commitment Date

Thank you for the opportunity to service your transaction. We advise you to read the commitment in its entirety for a full understanding of all terms. Please contact the identified Company Contacts for any questions you may have on this commitment.

- [Tax Certificate](#)
- [Commitment and Disclosures revision 3](#)

[All documents as one PDF](#)



### Land Title Guarantee Company Customer Distribution



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **K70704296-3**

Date: **04/30/2021**

Property Address: **2898 WEST 56TH AVENUE, DENVER, CO 80221**

#### PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

---

##### For Closing Assistance

Cassidee Schmidt  
3033 EAST FIRST AVENUE, SUITE  
600  
DENVER, CO 80206  
(303) 331-6233 (Work)  
(303) 393-3988 (Work Fax)  
[cschmidt@ltgc.com](mailto:cschmidt@ltgc.com)  
Company License: CO44565

##### For Title Assistance

Land Title Residential Title Team  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
(303) 850-4141 (Work)  
(303) 393-4823 (Work Fax)  
[response@ltgc.com](mailto:response@ltgc.com)

---

TTL MANAGEMENT INC., AN ARIZONA  
CORPORATION  
Attention: SCOTT MENARD  
Delivered via: Electronic Mail

TTL MANAGEMENT INC  
Attention: KELLEY RUTCHENA  
Delivered via: Electronic Mail

TTL MANAGEMENT INC  
Attention: LANA LILEY  
Delivered via: Electronic Mail

LAURA LECHUGA  
Delivered via: Electronic Mail

TTLIC MANAGEMENT INC  
Attention: TINA LOPEZ  
Delivered via: Electronic Mail

HERNANDEZ & ASSOCIATES BROKERAGE LLC  
Attention: MARK HERNANDEZ  
9175 KENYON AVE #201  
DENVER, CO 80237  
(720) 296-2739 (Cell)  
(720) 298-9020 (Work)  
mark@coaz1031.com  
Delivered via: Electronic Mail

TTLIC MANAGEMENT INC  
Attention: DAVID CLOCK  
Delivered via: Electronic Mail

HERNANDEZ & ASSOCIATES BROKERAGE LLC  
Attention: CINDY BUTYN  
9175 KENYON AVE #201  
DENVER, CO 80237  
(720) 298-9020 (Work)  
cindy@coaz1031.com  
Delivered via: Electronic Mail

TTLIC MANAGEMENT INC  
Attention: PEGGY SALZER  
Delivered via: Electronic Mail

BROWN GEE & WENGER LLP  
Attention: MICHAEL PETERSON  
(925) 943-5000 (Work)  
mpeterson@bgwcounsel.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company Estimate of Title Fees

Order Number: **K70704296-3** Date: **04/30/2021**  
Property Address: **2898 WEST 56TH AVENUE, DENVER, CO 80221**  
Parties: **TTLIC MANAGEMENT INC., AN ARIZONA CORPORATION**  
**LAURA LECHUGA**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

| Estimate of Title Insurance Fees  |                         |
|---|-------------------------|
| Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)                                | \$1,997.00              |
| Tax Certificate (Tax Certificate Ordered)   | \$26.00                 |
|   | <b>Total \$2,023.00</b> |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. |                         |
| <b>Thank you for your order!</b>  |                         |

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

### Chain of Title Documents:

- (l) [Adams county recorded 08/24/2007 under reception no. 2007000081578](#)
- (l) [Adams county recorded 08/20/2007 under reception no. 2007000079758](#)
- (l) [Adams county recorded 07/18/1983 at book 2769 page 89](#)

### Plat Map(s):

- (l) [Adams county recorded 10/10/1925 at book 3 page 62](#)

**ALTA COMMITMENT**

## Land Title Insurance Corporation

### Schedule A

Order Number: **K70704296-3**

**Property Address:**

2898 WEST 56TH AVENUE, DENVER, CO 80221

**1. Effective Date:**

04/28/2021 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$525,000.00  
Proposed Insured:  
TTLC MANAGEMENT INC., AN ARIZONA CORPORATION

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

LAURA LECHUGA

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

THE NORTH 160 FEET OF THE EAST 50 FEET OF LOT 7, RESUBDIVISION OF WESTMOORLAND,  
COUNTY OF ADAMS, STATE OF COLORADO.



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#### ALTA COMMITMENT

#### Land Title Insurance Corporation

#### Schedule B, Part I

#### (Requirements)

Order Number: K70704296-3

All of the following Requirements must be met:

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. WARRANTY DEED FROM LAURA LECHUGA TO TTLC MANAGEMENT INC., AN ARIZONA CORPORATION CONVEYING SUBJECT PROPERTY.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS. B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ: TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

NOTE: ITEMS 7 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

#### ALTA COMMITMENT

#### Land Title Insurance Corporation

Schedule B, Part II

(Exceptions)

Order Number: [K70704296-3](#)

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. (THIS ITEM WAS INTENTIONALLY DELETED)
9. (THIS ITEM WAS INTENTIONALLY DELETED)
10. (THIS ITEM WAS INTENTIONALLY DELETED)
11. MATTERS DISCLOSED ON DRAFT - ALTA/NSPS LAND TITLE SURVEY ISSUED BY HKS, JOB NO. 200810 INCLUDING, BUT NOT LIMITED TO FENCES ARE NOT COINCIDENT WITH THE LOT LINES, SHED ENCROACHES OVER THE WESTERLY LOT LINE.. SAID DOCUMENT STORED AS OUR IMAGE [32780019](#).



## Commitment For Title Insurance Issued by Land Title Insurance Corporation

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Land Title Insurance Corporation, A Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### (I) DEFINITIONS

- (a) Knowledge or Known: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) Land: The land described in Schedule A and affixed improvements that by law constitute real property. The term Land does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or

not easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

- (c) **Mortgage**: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) **Policy**: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) **Proposed Insured**: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) **Proposed Policy Amount**: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) **Public Records**: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) **Title**: The estate or interest described in Schedule A.
- (l) If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.
- (l) The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I Requirements; and
  - (f) Schedule B, Part II Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**(l) COMPANY'S RIGHT TO AMEND**

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

**(l) LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (II) comply with the Schedule B, Part I Requirements;
  - (III) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - (IV) acquire the Title or create the Mortgage covered by this Commitment.
- (e) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (f) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (g) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (h) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (i) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (j) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**(l) LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**(l) IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**(l) PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**(l) ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880



Senior Vice President

Land Title Insurance Corporation  
P.O.Box 5645  
Denver, Colorado 80217  
(303)331-6296



John E. Freyer, Jr., President





## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** 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.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT  
COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- (l) applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - (l) your transactions with, or from the services being performed by us, our affiliates, or others;
  - (l) a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- (l) The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- (l) We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- (l) We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- (l) We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- (l) Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- (l) We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

PROPERTY ADDRESS: **2898 WEST 56TH AVENUE, DENVER, CO 80221**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

| Provider                         | Type of settlement service provided | Range of charges  |
|----------------------------------|-------------------------------------|---|
| Land Title Insurance Corporation | Owner's policy of title insurance   | Rates are based on the amount of insurance coverage and other factors. Rates range from \$815 to \$2,737. Credits may be available. |
| Land Title Insurance Corporation | Loan policy of title insurance      | Rates are based on the amount of insurance coverage and range from \$350 to \$550.  |

#### ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

**Seller(s)**

**Buyer(s)**

\_\_\_\_\_  
LAURA LECHUGA

\_\_\_\_\_  
TTLIC MANAGEMENT INC., AN ARIZONA CORPORATION

#### **Metro Res Response Metro Res Response**

Land Title Guarantee Company  
3033 EAST FIRST AVENUE, SUITE 600  
DENVER, CO 80206  
Work: (303) 850-4141  
Work Fax: (303) 393-4823  
[response@ltgc.com](mailto:response@ltgc.com)  
[www.ltgc.com](http://www.ltgc.com)



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template: commitment.html 08/2016

**From:** [Land Title Residential Title Team](#)  
**To:** [cschmidt@ltgc.com](mailto:cschmidt@ltgc.com); [Tlopez@thetrulifecompanies.com](mailto:Tlopez@thetrulifecompanies.com); [LLiley@thetrulifecompanies.com](mailto:LLiley@thetrulifecompanies.com); [krutchena@thetrulifecompanies.com](mailto:krutchena@thetrulifecompanies.com); [PSalzer@thetrulifecompanies.com](mailto:PSalzer@thetrulifecompanies.com); [dclock@thetrulifecompanies.com](mailto:dclock@thetrulifecompanies.com); [mark@coaz1031.com](mailto:mark@coaz1031.com); [cindy@coaz1031.com](mailto:cindy@coaz1031.com); [mikeo@gocorealty.com](mailto:mikeo@gocorealty.com); [chris@cornerstonetms.com](mailto:chris@cornerstonetms.com); [mpeterson@bgwcounsel.com](mailto:mpeterson@bgwcounsel.com)  
**Subject:** Commitment and Disclosures (2902 WEST 56TH AVENUE)(Buyer: TTLC MANAGMENT)(Our 70700701)  
**Date:** Friday, April 30, 2021 3:37:42 PM

This sender is trusted.



## Your Documents from Land Title

Land Title has performed an update to this title commitment. Below you will find a brief description of the change(s):

- Commitment Date

Thank you for the opportunity to service your transaction. We advise you to read the commitment in its entirety for a full understanding of all terms. Please contact the identified Company Contacts for any questions you may have on this commitment.

- [Tax Certificate](#)
- [Commitment and Disclosures revision 3](#)

[All documents as one PDF](#)



### Land Title Guarantee Company Customer Distribution



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **K70700701-3**

Date: **04/30/2021**

Property Address: **2902 WEST 56TH AVENUE, DENVER, CO 80221**

#### PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

##### For Closing Assistance

Cassidee Schmidt  
3033 EAST FIRST AVENUE, SUITE  
600  
DENVER, CO 80206  
(303) 331-6233 (Work)  
(303) 393-3988 (Work Fax)  
[cschmidt@ltgc.com](mailto:cschmidt@ltgc.com)  
Company License: CO44565

##### For Title Assistance

Land Title Residential Title Team  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
(303) 850-4141 (Work)  
(303) 393-4823 (Work Fax)  
[response@ltgc.com](mailto:response@ltgc.com)

TTLC MANAGMENT, INC, AN ARIZONA  
CORPORATION, OR ASSIGNS  
Attention: SCOTT MENARD  
Delivered via: Electronic Mail

RYAN SMITH  
Delivered via: Electronic Mail

TTLC MANAGMENT, INC, AN ARIZONA  
CORPORATION, OR ASSIGNS  
Attention: TINA LOPEZ  
[Tlopez@thetrulifecompanies.com](mailto:Tlopez@thetrulifecompanies.com)

HERNANDEZ & ASSOCIATES BROKERAGE LLC  
Attention: MARK HERNANDEZ  
9175 KENYON AVE #201  
DENVER, CO 80237

Delivered via: Electronic Mail

(720) 296-2739 (Cell)  
(303) 758-0815 (Work)  
mark@coaz1031.com  
Delivered via: Electronic Mail

TTLIC MANAGMNT, INC, AN ARIZONA CORPORATION, OR ASSIGNS  
Attention: LANA LILEY  
LLiley@thetruelifecompanies.com  
Delivered via: Electronic Mail

CINDY BUTYN  
cindy@coaz1031.com  
Delivered via: Electronic Mail

TTLIC MANAGMNT, INC, AN ARIZONA CORPORATION, OR ASSIGNS  
Attention: KELLEY RUTCHEA  
krutchena@thetruelifecompanies.com  
Delivered via: Electronic Mail

KELLER WILLIAMS ADVANTAGE REALTY LLC  
Attention: MICHAEL OLSON  
350 INDIANA ST #300  
GOLDEN, CO 80401  
(303) 503-7853 (Cell)  
(303) 986-4300 (Work)  
(303) 986-4440 (Work Fax)  
mikeo@gocorealty.com  
Delivered via: Electronic Mail

TTLIC MANAGMNT, INC, AN ARIZONA CORPORATION, OR ASSIGNS  
Attention: PEGGY SALZER  
PSalzer@thetruelifecompanies.com  
Delivered via: Electronic Mail

CORNERSTONE TRANSACTION MANAGEMENT SERVICES  
Attention: CHRISTINE BEHRENS  
16074 COLUMBINE STREET  
THORNTON, CO 80602  
(720) 933-4141 (Cell)  
(720) 612-4303 (Work)  
chris@cornerstonetms.com  
Delivered via: Electronic Mail

THE TRUE LIFE COMPANIES  
Attention: DAVID CLOCK  
1350 17TH ST SUITE 350  
DENVER, CO 80202  
(925) 337-1007 (Cell)  
(720) 330-9211 (Work)  
dclock@thetruelifecompanies.com  
Delivered via: Electronic Mail

BROWN GEE WENGER LLP  
Attention: MIKE PETERSON  
mpeterson@bgwcounsel.com  
Delivered via: Electronic Mail



### Land Title Guarantee Company Estimate of Title Fees

Order Number: **K70700701-3** Date: **04/30/2021**  
Property Address: **2902 WEST 56TH AVENUE, DENVER, CO 80221**  
Parties: **TTLIC MANAGMNT, INC., AN ARIZONA CORPORATION, OR ASSIGNS  
RYAN SMITH**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

| Estimate of Title insurance Fees  |                         |
|---|-------------------------|
| Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) Reissue Rate                   | \$1,022.00              |
| Tax Certificate   | \$26.00                 |
| Tax Certificate (will be ordered prior to closing)  | \$26.00                 |
|   | <b>Total \$1,074.00</b> |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. |                         |

Thank you for your order!

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

- (l) [Adams county recorded 10/01/2015 under reception no. 2015000082057](#)

**Plat Map(s):**

- (l) [Adams county recorded 10/10/1925 under reception no. 117376](#)

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
Schedule A

**Order Number: K70700701-3**

**Property Address:**

2902 WEST 56TH AVENUE, DENVER, CO 80221

**1. Effective Date:**

04/28/2021 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) Reissue Rate \$340,000.00  
Proposed Insured:  
TTLC MANAGMENT, INC., AN ARIZONA CORPORATION, OR  
ASSIGNS

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

RYAN SMITH

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

THE NORTH 160 FEET OF THE WEST 50 FEET OF LOT 7, RE-SUBDIVISION OF WESTMOORLAND,  
COUNTY OF ADAMS, STATE OF COLORADO.



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**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
Schedule B, Part I  
(Requirements)

**Order Number: K70700701-3**

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured,**

or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. RELEASE OF MEMORANDUM OF PURCHASE AGREEMENT RECORDED MARCH 16, 2021, UNDER RECEPTION NO. [2021000031755](#).
2. RELEASE OF DEED OF TRUST DATED JANUARY 19, 2019 FROM RYAN SMITH TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR BETTER MORTGAGE CORPORATION TO SECURE THE SUM OF \$208,034.00 RECORDED JANUARY 30, 2019, UNDER RECEPTION NO. [2019000007130](#).
3. WARRANTY DEED FROM RYAN SMITH TO TTLC MANAGMENT, INC., AN ARIZONA CORPORATION, OR ASSIGNS CONVEYING SUBJECT PROPERTY.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS. B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ: TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

### ALTA COMMITMENT

#### Land Title Insurance Corporation

##### Schedule B, Part II

(Exceptions)

Order Number: [K70700701-3](#)

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. BUILDING RESTRICTIONS, RESERVATION OF THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A LATERAL DITCH, AND AN EASEMENT AND RIGHT OF WAY FOR UTILITIES AND INCIDENTAL PURPOSES, AS SET FORTH IN THE DEED RECORDED NOVEMBER 04, 1927, IN BOOK 162 AT PAGE [67](#).
9. EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES AND INCIDENTAL PURPOSES, AS GRANTED TO THE METRO WASTEWATER RECLAMATION DISTRICT BY THE INSTRUMENT RECORDED OCTOBER 07, 1998 IN BOOK 5493 AT PAGE [244](#).



**Commitment For Title Insurance**  
**Issued by Land Title Insurance Corporation**

## NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Land Title Insurance Corporation, A Colorado corporation (the Company), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### (I) DEFINITIONS

- (a) Knowledge or Known: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) Land: The land described in Schedule A and affixed improvements that by law constitute real property. The term Land does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or not easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) Mortgage: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) Policy: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) Proposed Insured: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) Proposed Policy Amount: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) Public Records: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) Title: The estate or interest described in Schedule A.

- (I) If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

- (I) The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### (I) COMPANY'S RIGHT TO AMEND

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

#### (I) LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (II) comply with the Schedule B, Part I—Requirements;
  - (III) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (IV) acquire the Title or create the Mortgage covered by this Commitment.
- (e) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (f) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (g) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (h) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (i) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (j) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### (I) LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### (I) IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

(I) **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

(I) **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880

Land Title Insurance Corporation  
P.O.Box 5645  
Denver, Colorado 80217  
(303)331-6296



Senior Vice President



John E. Freyer, Jr., President



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

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## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's

and material-men's liens.

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

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

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** 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.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT  
COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- (l) applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- (l) your transactions with, or from the services being performed by us, our affiliates, or others;
- (l) a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

- (l) The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- (l) We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- (l) We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- (l) We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- (l) Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- (l) We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

PROPERTY ADDRESS: **2902 WEST 56TH AVENUE, DENVER, CO 80221**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

| Provider                         | Type of settlement service provided | Range of charges  |
|----------------------------------|-------------------------------------|---|
| Land Title Insurance Corporation | Owner's policy of title insurance   | Rates are based on the amount of insurance coverage and other factors. Rates range from \$815 to \$2,737. Credits may be available. |
| Land Title Insurance Corporation | Loan policy of title insurance      | Rates are based on the amount of insurance coverage and range from \$350 to \$550.  |

**ACKNOWLEDGMENT**

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

(SEE ATTACHED "SIGNATURE PAGE")

**Commitment and Disclosures**

**SIGNATURE PAGE**

**Seller(s)**

\_\_\_\_\_  
RYAN SMITH

**Buyer(s)**

TTLIC MANAGMENT, INC., AN ARIZONA CORPORATION,  
OR ASSIGNS

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

Print Name:    \_\_\_\_\_

Title:    \_\_\_\_\_

**Metro Res Response Metro Res Response**

Land Title Guarantee Company  
3033 EAST FIRST AVENUE, SUITE 600  
DENVER, CO 80206

Work: (303) 850-4141  
Work Fax: (303) 393-4823

[response@ltgc.com](mailto:response@ltgc.com)  
[www.ltgc.com](http://www.ltgc.com)



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template: commitment.html 08/2016

**From:** [Land Title Residential Title Team](#)  
**To:** [cschmidt@ltgc.com](#); [DClock@thetruelifecompanies.com](#); [PSalzer@thetruelifecompanies.com](#); [krutchena@thetruelifecompanies.com](#); [TLopez@thetruelifecompanies.com](#); [dgarin@thetruelifecompanies.com](#); [fourcoyne@gmail.com](#); [mark@coaz1031.com](#); [cindy@coaz1031.com](#); [nataliegonterman@kw.com](#); [david@kentwoodcommercial.com](#); [ldavidson@ltgc.com](#); [mpeterson@bgwcounsel.com](#)  
**Subject:** Commitment and Disclosures (2860 WEST 56TH AVENUE)(Buyer: TTLC DENVER - 56TH AND FEDERAL LLC)(Our 70671352)  
**Date:** Friday, April 30, 2021 3:39:30 PM

This sender is trusted.



## Your Documents from Land Title

Land Title has performed an update to this title commitment. Below you will find a brief description of the change(s):

- Commitment Date
- Closer Assistant

Thank you for the opportunity to service your transaction. We advise you to read the commitment in its entirety for a full understanding of all terms. Please contact the identified Company Contacts for any questions you may have on this commitment.

- [Tax Certificate](#)
- [Commitment and Disclosures revision 6](#)

[All documents as one PDF](#)



### Land Title Guarantee Company Customer Distribution



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **K70671352-6**

Date: **04/30/2021**

Property Address: **2860 WEST 56TH AVENUE, DENVER, CO 80221**

#### PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

---

**For Closing Assistance**

Cassidee Schmidt  
3033 EAST FIRST AVENUE, SUITE  
600  
DENVER, CO 80206  
(303) 331-6233 (Work)  
(303) 393-3988 (Work Fax)  
[cschmidt@ltgc.com](mailto:cschmidt@ltgc.com)  
Company License: CO44565

**Closer's Assistant****For Title Assistance**

Land Title Residential Title Team  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
(303) 850-4141 (Work)  
(303) 393-4823 (Work Fax)  
[response@ltgc.com](mailto:response@ltgc.com)

TTLC MANAGEMENT C/O THE TRUE LIFE  
COMPANIES  
Attention: SCOTT MENARD  
Delivered via: Electronic Mail

HERNANDEZ & ASSOCIATES BROKERAGE LLC  
Attention: MARK HERNANDEZ  
9175 KENYON AVE #201  
DENVER, CO 80237  
(720) 296-2739 (Cell)  
(303) 758-0815 (Work)  
[mark@coaz1031.com](mailto:mark@coaz1031.com)

Delivered via: Electronic Mail

TTLIC MANAGEMENT C/O THE TRUE LIFE COMPANIES  
Attention: DAVID CLOCK  
(925) 337-1007 (Cell)  
(720) 330-9211 (Work)  
DClock@thetruelifecompanies.com  
Delivered via: Electronic Mail

HERNANDEZ & ASSOCIATES BROKERAGE LLC  
Attention: CINDY  
(720) 298-9020 (Work)  
cindy@coaz1031.com  
Delivered via: Electronic Mail

TTLIC MANAGEMENT C/O THE TRUE LIFE COMPANIES  
Attention: PEGGY SALZER  
PSalzer@thetruelifecompanies.com  
Delivered via: Electronic Mail

KELLER WILLIAMS REALTY SUCCESS  
Attention: NATALIE GONTERMAN  
2650 W BELLEVIEW AVE #300  
LITTLETON, CO 80123  
(303) 332-2943 (Cell)  
(303) 985-1901 (Work)  
(303) 985-1913 (Work Fax)  
nataliegonterman@kw.com  
Delivered via: Electronic Mail

TTLIC MANAGEMENT C/O THE TRUE LIFE COMPANIES  
Attention: KELLEY RUTCHENA  
krutchena@thetruelifecompanies.com

KENTWOOD COMMERCIAL REAL ESTATE  
Attention: DAVID MORRISON  
215 ST PAUL STREET SUITE 200  
DENVER, CO 80206  
(303) 324-9053 (Work)  
david@kentwoodcommercial.com  
Delivered via: Electronic Mail

TTLIC MANAGEMENT C/O THE TRUE LIFE COMPANIES  
Attention: TINA LOPEZ  
TLopez@thetruelifecompanies.com  
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY  
Attention: LUKE DAVIDSON  
3033 EAST FIRST AVENUE SUITE 600  
DENVER, CO 80206  
(303) 321-1880 (Work)  
(303) 393-4912 (Work Fax)  
ldavidson@ltgc.com  
Delivered via: Electronic Mail

TTLIC MANAGEMENT C/O THE TRUE LIFE COMPANIES  
Attention: DAVID GARIN  
dgarin@thetruelifecompanies.com  
Delivered via: Electronic Mail

MIKE PETERSON  
Attention: MIKE PETERSON  
mpeterson@bgwcounsel.com  
Delivered via: Electronic Mail

DIANE M GRABER  
8746 W OTTAWA AVE  
LITTLETON, CO 80128  
fourcoyne@gmail.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company Estimate of Title Fees

Order Number: **K70671352-6** Date: **04/30/2021**  
Property Address: **2860 WEST 56TH AVENUE, DENVER, CO 80221**  
Parties: **TTLIC DENVER - 56TH AND FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**DIANE M. GRABER**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

| Estimate of Title insurance Fees  |                         |
|---|-------------------------|
| Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)                                | \$1,839.00              |
| Tax Certificate (Tax Certificate Ordered)   | \$26.00                 |
|   | <b>Total \$1,865.00</b> |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. |                         |
| <b>Thank you for your order!</b>  |                         |

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

- (l) [Adams county recorded 09/22/2020 under reception no. 202000094072](#)
- (l) [Adams county recorded 04/28/2017 under reception no. 2017000037121](#)
- (l) [Adams county recorded 11/05/2001 under reception no. C0882393](#)
- (l) [Adams county recorded 02/25/2000 under reception no. C0643643](#)
- (l) [Adams county recorded 03/14/1997 under reception no. C0261979](#)
- (l) [Adams county recorded 06/20/1995 under reception no. C0082468](#)

**Plat Map(s):**

- (l) [Adams county recorded 10/10/1925 at book 3 page 62](#)

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
Schedule A

**Order Number: K70671352-6**

**Property Address:**

2860 WEST 56TH AVENUE, DENVER, CO 80221

**1. Effective Date:**

04/28/2021 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$440,000.00  
Proposed Insured:  
TTLIC DENVER - 56TH AND FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

DIANE M. GRABER

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

THE WEST 65.7 FEET OF THE EAST 85.7 FEET OF THE NORTH 145 FEET OF PLOT 4, RESUBDIVISION OF WESTMOORLAND, COUNTY OF ADAMS, STATE OF COLORADO.



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**Land Title Insurance Corporation**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** K70671352-6

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. RELEASE OF DEED OF TRUST DATED MARCH 26, 2004 FROM SAMUEL COYNE AND DIANE M. GRABER TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF WASHINGTON MUTUAL BANK, FA TO SECURE THE SUM OF \$132,800.00 RECORDED APRIL 02, 2004, UNDER RECEPTION NO. [200404020000182160](#).
2. (THIS ITEM WAS INTENTIONALLY DELETED)
3. RELEASE OF PURCHASE AGREEMENT BETWEEN DIANE GRABER AND TTLIC MANAGEMENT, INC., AN ARIZONA CORPORATION RECORDED SEPTEMBER 4, 2020 UNDER RECEPTION NO. [2020000088378](#).
4. WARRANTY DEED FROM DIANE M. GRABER TO TTLIC DENVER - 56TH AND FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
5. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR TTLIC DENVER - 56TH AND FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY. NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.
6. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF TTLIC DENVER - 56TH AND FEDERAL LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS. NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS. B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ: TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS.

NOTE: ITEMS 7(A) AND 7(B) ARE HEREBY DELETED.

**ALTA COMMITMENT**

**Land Title Insurance Corporation**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** K70671352-6

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**

2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**  
**The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.**
8. **EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF RE-SUBDIVISION OF WESTMOORLAND RECORDED OCTOBER 10, 1925 IN BOOK 3 AT PAGE 62.**
9. (THIS ITEM WAS INTENTIONALLY DELETED)
10. (THIS ITEM WAS INTENTIONALLY DELETED)



## Commitment For Title Insurance Issued by Land Title Insurance Corporation

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Land Title Insurance Corporation, A Colorado corporation (the Company), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### (I) DEFINITIONS

- (a) Knowledge or Known: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) Land: The land described in Schedule A and affixed improvements that by law constitute real property. The term Land does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or not easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) Mortgage: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) Policy: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) Proposed Insured: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) Proposed Policy Amount: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) Public Records: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) Title: The estate or interest described in Schedule A.

- (I) If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

- (I) The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;

- (e) Schedule B, Part IIâRequirements; and
- (f) Schedule B, Part IIâExceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**(I) COMPANYâS RIGHT TO AMEND**

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

**(I) LIMITATIONS OF LIABILITY**

- (a) The Companyâs liability under Commitment Condition 4 is limited to the Proposed Insuredâs actual expense incurred in the interval between the Companyâs delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insuredâs good faith reliance to:
  - (II) comply with the Schedule B, Part IIâRequirements;
  - (III) eliminate, with the Companyâs written consent, any Schedule B, Part IIâExceptions; or
  - (IV) acquire the Title or create the Mortgage covered by this Commitment.
- (e) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (f) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (g) The Companyâs liability shall not exceed the lesser of the Proposed Insuredâs actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (h) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (i) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part IIâRequirements have been met to the satisfaction of the Company.
- (j) In any event, the Companyâs liability is limited by the terms and provisions of the Policy.

**(I) LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part IIâException does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Companyâs only liability will be under the Policy.

**(I) IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Companyâs agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Companyâs agent for the purpose of providing closing or settlement services.

**(I) PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**(I) ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880



Senior Vice President

Land Title Insurance Corporation  
P.O.Box 5645  
Denver, Colorado 80217  
(303)331-6296



John E. Freyer, Jr., President



This page is only a part of a 2016 ALTAâ Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part IIâRequirements; and Schedule B, Part IIâExceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form. Â

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## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.

- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** 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.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote

notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT  
COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- (l) applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - (l) your transactions with, or from the services being performed by us, our affiliates, or others;
  - (l) a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- (l) The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- (l) We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- (l) We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- (l) We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- (l) Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- (l) We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

PROPERTY ADDRESS: **2860 WEST 56TH AVENUE, DENVER, CO 80221**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

| Provider                         | Type of settlement service provided | Range of charges  |
|----------------------------------|-------------------------------------|---|
| Land Title Insurance Corporation | Owner's policy of title insurance   | Rates are based on the amount of insurance coverage and other factors. Rates range from \$815 to \$2,737. Credits may be available. |
| Land Title Insurance Corporation | Loan policy of title insurance      | Rates are based on the amount of insurance coverage and range from \$350 to \$550.  |

#### ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

**Seller(s)**

**Buyer(s)**

\_\_\_\_\_  
DIANE M. GRABER

\_\_\_\_\_  
TTLC DENVER - 56TH AND FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY

#### **Metro Res Response Metro Res Response**

Land Title Guarantee Company  
3033 EAST FIRST AVENUE, SUITE 600  
DENVER, CO 80206  
Work: (303) 850-4141  
Work Fax: (303) 393-4823  
[response@ltgc.com](mailto:response@ltgc.com)  
[www.ltgc.com](http://www.ltgc.com)



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template: commitment.html 08/2016

**From:** [Sandy Johnson](#)  
**To:** [cschmidt@ltgc.com](mailto:cschmidt@ltgc.com); [DClock@thetrulifecompanies.com](mailto:DClock@thetrulifecompanies.com); [smenard@thetrulifecompanies.com](mailto:smenard@thetrulifecompanies.com); [psalzer@thetrulifecompanies.com](mailto:psalzer@thetrulifecompanies.com); [krutchena@thetrulifecompanies.com](mailto:krutchena@thetrulifecompanies.com); [abigelow@thetrulifecompanies.com](mailto:abigelow@thetrulifecompanies.com); [TLOpez@thetrulifecompanies.com](mailto:TLOpez@thetrulifecompanies.com); [mpeterson@bgwcounsel.com](mailto:mpeterson@bgwcounsel.com); [billstolar@hotmail.com](mailto:billstolar@hotmail.com); [david@kentwoodcommercial.com](mailto:david@kentwoodcommercial.com); [mark@coaz1031.com](mailto:mark@coaz1031.com); [cindy@coaz1031.com](mailto:cindy@coaz1031.com); [jmadison@wolfsatkin.com](mailto:jmadison@wolfsatkin.com); [ldavidson@ltgc.com](mailto:ldavidson@ltgc.com)  
**Subject:** Commitment (2922 W 56TH AVE AND 2880 W 56TH AVE)(Buyer: TTLIC DENVER - 56TH AND FEDERAL)(Our 70642345)  
**Date:** Friday, April 30, 2021 2:39:31 PM

This sender is trusted.



## Your Documents from Land Title

Hello,  
Please see the updated and revised commitment with the parcel B address listed on the commitment.  
Regards,  
Josie for Sandy

- [Commitment revision 8](#)



### Land Title Guarantee Company Customer Distribution



***PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.***

Order Number: **ABJ70642345-8** Date: **04/30/2021**

Property Address: **2922 W 56TH AVE AND 2880 W 56TH AVE,**  
**DENVER, CO 80221**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

**For Closing Assistance**  
Cassidee Schmidt  
3033 EAST FIRST

**For Title Assistance**  
Sandy Johnson  
5975 GREENWOOD

AVENUE, SUITE 600  
DENVER, CO 80206  
(303) 331-6233 (Work)  
(303) 393-3988 (Work  
Fax)

[cschmidt@ltgc.com](mailto:cschmidt@ltgc.com)

Company License:  
CO44565

---

PLAZA BLVD  
GREENWOOD VILLAGE,  
CO 80111  
(303) 850-4126 (Work)  
[sandyjohnson@ltgc.com](mailto:sandyjohnson@ltgc.com)

TTLIC DENVER - 56TH AND  
FEDERAL, LLC C/O TTLIC  
MANAGEMENT, INC.  
Attention: DAVID CLOCK  
1350 17TH ST #350  
DENVER, CO 80202  
[DClock@thetruelifecompanies.com](mailto:DClock@thetruelifecompanies.com)  
Delivered via: Electronic Mail

56TH & FEDERAL LLC  
Attention: WILLIAM STOLAR  
535 E OAK HILLS DR  
CASTLE ROCK, CO 80108  
[billstolar@hotmail.com](mailto:billstolar@hotmail.com)  
Delivered via: Electronic Mail

THE TRUE LIFE COMPANIES  
Attention: SCOTT MENARD  
[smenard@thetruelifecompanies.com](mailto:smenard@thetruelifecompanies.com)  
m  
Delivered via: Electronic Mail

KENTWOOD COMMERCIAL REAL  
ESTATE  
Attention: DAVID MORRISON  
215 ST PAUL STREET SUITE 200  
DENVER, CO 80206  
(303) 324-9053 (Work)  
[david@kentwoodcommercial.com](mailto:david@kentwoodcommercial.com)  
Delivered via: Electronic Mail

THE TRUE LIFE COMPANIES  
Attention: PEGGY SALZER  
[psalzer@thetruelifecompanies.com](mailto:psalzer@thetruelifecompanies.com)  
Delivered via: Electronic Mail

HERNANDEZ & ASSOCIATES  
BROKERAGE LLC  
Attention: MARK HERNANDEZ  
9175 KENYON AVE #201  
DENVER, CO 80237  
(720) 296-2739 (Cell)  
(720) 298-9020 (Work)  
[mark@coaz1031.com](mailto:mark@coaz1031.com)  
Delivered via: Electronic Mail

THE TRUE LIFE COMPANIES  
Attention: KELLEY RUTCHENA  
[krutchena@thetruelifecompanies.com](mailto:krutchena@thetruelifecompanies.com)  
m  
Delivered via: Electronic Mail

HERNANDEZ & ASSOCIATES  
BROKERAGE LLC  
Attention: CINDY BUTYN  
9175 KENYON AVE #201  
DENVER, CO 80237  
(720) 298-9020 (Work)  
[cindy@coaz1031.com](mailto:cindy@coaz1031.com)  
Delivered via: Electronic Mail

THE TRUE LIFE COMPANIES  
Attention: AARON BIGELOW  
[abigelow@thetruelifecompanies.com](mailto:abigelow@thetruelifecompanies.com)  
m  
Delivered via: Electronic Mail

WOLF SLATKIN & MADISON  
Attention: JONATHAN MADISON  
950 S CHERRY ST SUITE 1520  
DENVER, CO 80246-2699  
(303) 248-7313 (Cell)  
(303) 248-7300 (Work)  
(303) 329-6826 (Work Fax)

jmadison@wolfslatkin.com

THE TRUE LIFE COMPANIES  
Attention: TINA LOPEZ  
TLopez@thetruelifecompanies.com  
Delivered via: Electronic Mail

LAND TITLE GUARANTEE  
COMPANY  
Attention: LUKE DAVIDSON  
3033 EAST FIRST AVENUE SUITE  
600  
DENVER, CO 80206  
(303) 321-1880 (Work)  
(303) 393-4912 (Work Fax)  
ldavidson@ltgc.com  
Delivered via: Electronic Mail

BROWN GEE & WENGER, LLP  
Attention: MIKE PETERSON  
200 PRINGLE AVENUE  
SUITE 400  
Walnut Creek, CA 94596  
(925) 943-5000 (Work)  
mpeterson@bgwcounsel.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

### Estimate of Title Fees

Order Number: **ABJ70642345-8** Date: **04/30/2021**  
Property Address: **2922 W 56TH AVE AND 2880 W 56TH AVE,  
DENVER, CO 80221**  
Parties: **TTLC DENVER - 56TH AND FEDERAL, LLC, A  
COLORADO LIMITED LIABILITY COMPANY  
56TH & FEDERAL LLC, A COLORADO LIMITED  
LIABILITY COMPANY AS TO PARCEL A AND  
TTLC DENVER - 56TH AND FEDERAL, LLC, A  
COLORADO LIMITED LIABILITY COMPANY AS  
TO PARCEL B**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

| Estimate of Title insurance Fees                      |            |
|---|------------|
| "ALTA" Owner's Policy 06-17-06                        | \$6,193.00 |
| Deletion of Standard Exception(s)                     | \$100.00   |
| Tax Certificate (will be ordered prior to closing) x3 | \$78.00    |

|   |          |
|---|----------|
| Additional Parcel   | \$150.00 |
| <b>Total \$6,521.00</b>   |          |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. |          |
| <b>Thank you for your order!</b>  |          |

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

- (1) [Adams county recorded 06/20/1998 under reception no. C0413982](#)
- (1) [Adams county recorded 03/24/2020 under reception no. 2020000026281](#)

**Plat Map(s):**

- (1) [Adams county recorded 10/10/1925 under reception no. 117376](#)

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

**Order Number: ABJ70642345-8**

**Property Address:**

2922 W 56TH AVE AND 2880 W 56TH AVE, DENVER, CO 80221

**1. Effective Date:**

07/28/2021 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 06-17-06 \$3,009,000.00

Proposed Insured:  
TTLIC DENVER - 56TH AND FEDERAL, LLC, A  
COLORADO LIMITED LIABILITY COMPANY

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A Fee Simple

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

56TH & FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY

AS TO PARCEL A AND TTLC DENVER - 56TH AND FEDERAL, LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO PARCEL B

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

PARCEL A:

THE SOUTH 150 FEET OF LOTS 4, 5 AND 6, LOTS 7, 8 AND 9, THE WEST 25 FEET OF THE NORTH 160 FEET OF LOT 6, THE EAST 20 FEET OF THE NORTH 160 FEET OF LOT 4, AND THE NORTH 150 FEET OF LOT 19, EXCEPT THE NORTH 160 OF LOT 7, OF THE RESUBDIVISION OF WESTMOORLAND, COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

THE EAST 1/2 OF LOT 5 AND THE WEST 25 FEET OF LOT 4, EXCEPT THE SOUTH 150 FEET OF SAID LOTS, RESUBDIVISION OF WESTMOORLAND, COUNTY OF ADAMS, STATE OF COLORADO.

TOGETHER WITH

THE NORTH 15 FEET OF THE SOUTH 165 FEET OF PLOT 4 EXTENDING FROM THE WEST LINE OF THE EAST 20 FEET OF SAID PLOT 4 TO THE EAST LINE OF THE WEST 25 FEET OF SAID PLOT 4, RESUBDIVISION OF WESTMOORLAND, COUNTY OF ADAMS, STATE OF COLORADO.



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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABJ70642345-8

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the**

**Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT **\*\*FINAL\*\*** SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY. LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID **\*\*FINAL\*\*** SURVEY. SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY. **\*\*THE COMPANY IS IN POSSESSION OF THE 'FOR REVIEW' SURVEY FROM AZTEC CONSULTANTS, INC., DATED NOVEMBER 20, 2019, JOB NUMBER 545819-50\*\***
2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF 56TH & FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS. NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.
3. WARRANTY DEED FROM 56TH & FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY TO TTLC DENVER - 56TH AND FEDERAL, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY (PARCEL A)  
  
NOTE: THE OPERATING AGREEMENT FOR 56TH & FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES WILLIAM STOLAR, AS ITS MANAGER.
4. PROVIDE A CERTIFIED RENT ROLL FOR SUBJECT PROPERTY, OR, IN THE ALTERNATIVE, PROVIDE CONFIRMATION ON SELLER'S FINAL AFFIDAVIT THAT THERE ARE NO EXISTING LEASES OR TENANCIES ON SUBJECT PROPERTY. SAID REQUIREMENT IS NECESSARY TO EITHER MODIFY OR DELETE EXCEPTION NO. 8.
5. (THIS ITEM WAS INTENTIONALLY DELETED)
6. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR TTLC DENVER - 56TH AND FEDERAL, LLC MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY. NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

7. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF TTLC DENVER - 56TH AND FEDERAL, LLC AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS. NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.
8. RELEASE OF DEED OF TRUST DATED JULY 17, 2017 FROM KIRK RANDALL AND PAMALA JOY RANDALL TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF BROKER SOLUTIONS, INC. DBA NEW AMERICAN FUNDING TO SECURE THE SUM OF \$283,619.00 RECORDED JULY 20, 2017, UNDER RECEPTION NO. [2017000062308](#). (AS TO PARCEL B)
9. (THIS ITEM WAS INTENTIONALLY DELETED)  
REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED A. ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B, PART II HEREOF. B. UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM 4 OF THE PRE-PRINTED EXCEPTIONS, WILL BE AMENDED TO READ: ITEM 4 OF THE PRE-PRINTED EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF 56TH & FEDERAL LLC, A COLORADO LIMITED LIABILITY COMPANY. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF TTLC DENVER - 56TH AND FEDERAL, LLC, A COLORADO LIMITED LIABILITY COMPANY . C. ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH. D. UPON PROOF OF PAYMENT OF 2020 TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ: TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS.

NOTE: ITEM 7 OF THE GENERAL EXCEPTIONS IS HEREBY DELETED.

### **ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

(Exceptions)

Order Number: ABJ70642345-8

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. (THIS ITEM WAS INTENTIONALLY DELETED)
10. BUILDING RESTRICTION, GARDEN USE AND EASEMENT AND RIGHT OF WAY FOR UTILITIES CONTAINED IN DEED RECORDED NOVEMBER 04, 1927, IN BOOK 162 AT PAGE [67](#). (AFFECTS LOT 7)
11. RESERVATIONS AND RESTRICTIONS, EXCLUDING DITCH RIGHTS, AS THERE IS NO DITCH EVIDENCED ON THE LAND, AS SAID RESERVATIONS AND RESTRICTIONS ARE CONTAINED IN DEED RECORDED AUGUST 02, 1944 IN BOOK 299 AT PAGE [378](#). (AFFECTS LOT 6 AND THE WEST 1/2 OF LOT 5)
12. (THIS ITEM WAS INTENTIONALLY DELETED)

13. EASEMENT FOR UTILITY LINES AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED NOVEMBER 6, 1967 IN BOOK 1399 AT PAGE [76](#). (AFFECTS LOT 7)
14. EASEMENT FOR UTILITY LINES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED NOVEMBER 6, 1967 IN BOOK 1399 AT PAGE [80](#). (AFFECTS LOT 8)
15. EASEMENT FOR UTILITY LINES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED NOVEMBER 6, 1967 IN BOOK 1399 AT PAGE [81](#). (AFFECTS LOT 9)
16. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN LAND LEASE RECORDED APRIL 3, 1970 IN BOOK 1588 AT PAGE [337](#). (AFFECTS LOT 9)
17. EASEMENT FOR DOMESTIC SEWER OVER THE NORTH 150 FEET OF PLOT 19 AS RESERVED IN DEED RECORDED JUNE 19, 1974 IN BOOK 1937 AT PAGE [335](#). (AFFECTS LOT 19)
18. (THIS ITEM WAS INTENTIONALLY DELETED)
19. EASEMENT GRANTED TO BERKELEY METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION, FOR A PERMANENT EASEMENT, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 14, 1983, IN BOOK 2717 AT PAGE [790](#).
20. EASEMENT GRANTED TO THE BERKELEY METROPOLITAN DISTRICT IN INSTRUMENT RECORDED FEBRUARY 14, 1983 IN BOOK 2717 AT PAGE [790](#), AND SEPTEMBER 24, 1984 IN BOOK 2920 AT PAGE [76](#).
21. EASEMENT GRANTED TO METRO WASTEWATER RECLAMATION DISTRICT, FOR EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SEWER LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 26, 1998, UNDER RECEPTION NO. [C0401005](#).
22. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON \*\*PRELIMINARY\*\*ALTA/NSPS LAND TITLE SURVEY CERTIFIED NOVEMBER 20, 2019 PREPARED BY AZTEC CONSULTANTS, INC., JOB #54819-50 SAID DOCUMENT STORED AS OUR IMAGE [20255394](#)  
  
A) FENCES AND OR GATES ARE NOT COINCIDENT WITH THE PROPERTY LINES B) UTILITIES LYING OUTSIDE OF RECORDED EASEMENT(S) C) ENCROACHMENT OF METAL AND WOODEN SHED(S)
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MEMORANDUM OF PURCHASE AGREEMENT RECORDED SEPTEMBER 04, 2020 UNDER RECEPTION NO. [202000088383](#).



**LAND TITLE GUARANTEE  
COMPANY  
DISCLOSURE STATEMENTS**

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.

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

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

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** 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.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

**Note:** Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY  
POLICY OF  
LAND TITLE GUARANTEE  
COMPANY,**

**LAND TITLE GUARANTEE  
COMPANY OF SUMMIT  
COUNTY  
LAND TITLE INSURANCE  
CORPORATION AND  
OLD REPUBLIC NATIONAL  
TITLE INSURANCE  
COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- (l) applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - (l) your transactions with, or from the services being performed by us, our affiliates, or others;
  - (l) a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- (l) The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- (l) We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- (l) We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- (l) We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.

- (l) Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- (l) We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## **Commitment For Title Insurance Issued by Old Republic National Title Insurance Company**

### **NOTICE**

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

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

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

### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I Requirements; Schedule B, Part II Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the Company), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### **COMMITMENT CONDITIONS**

(I) DEFINITIONS

- (a) **Knowledge** or **Known**: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) **Land**: The land described in Schedule A and affixed improvements that by law constitute real property. The term **Land** does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) **Mortgage**: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) **Policy**: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) **Proposed Insured**: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) **Proposed Policy Amount**: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) **Public Records**: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) **Title**: The estate or interest described in Schedule A.

- (I) If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.
- (I) The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I Requirements; and
  - (f) Schedule B, Part II Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

(I) COMPANY'S RIGHT TO AMEND

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

(I) LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (II) comply with the Schedule B, Part I Requirements;
  - (III) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - (IV) acquire the Title or create the Mortgage covered by this Commitment.
- (e) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (f) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (g) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (h) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (i) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (j) In any event, the Company's liability is limited by the terms and provisions of the Policy.

(I) LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim

- under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**(I) IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**(I) PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**(I) ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
 Land Title Guarantee Company  
 3033 East First Avenue Suite  
 600  
 Denver, Colorado 80206  
 303-321-1880  
  
 Senior Vice President



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

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template: commitment.html 08/2016



**BERKELEY WATER AND SANITATION DISTRICT  
4455 WEST 58<sup>th</sup> AVENUE, UNIT A  
ARVADA, COLORADO 80002  
303-477-1914  
Fax: 303-433-1939  
Email: [berkeleywater@gmail.com](mailto:berkeleywater@gmail.com)**

November 19, 2019

Travis Frazier  
Redland Construction  
1500 West Canal Court  
Littleton, CO 80120

Re: 2922 W. 56<sup>th</sup> Avenue, Denver, CO 80221  
Availability of sanitary sewer services

Dear Mr. Frazier:

This conditional will serve letter confirms that Berkeley Water and Sanitation District ("District") has the capacity to provide sewer services to above described property (the "Property"), under the following terms and conditions:

1. The District owns an 10" sewer main in 56th Avenue. The property owner may be required to install sewer main extensions, feeding into this present system, to facilitate development, depending upon design.

2. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of any sewer service lines or tapping into any District sewer mains.

3. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the District. The District may require a review deposit for District costs, including engineering and legal reviews, contract development, construction, observation and inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

4. If the extension of sewer mains is required, the District's engineering firm must review and approve the designs. The District's review and approval of the construction contract for the extension is also required before the work can commence. A contract must be developed, appropriate Certificates of Insurance presented, and Warranty and Performance Bonds must be posted. In addition, the property owner will be required to dedicate easements for any public improvements.

5. The design specifications for the Project must comply with the District's Rules and Regulations, Adams County Fire Protection District regulations, and Adams County regulations. All sewer service will be subject to the District's Rules and Regulations.

6. Sewer tap fees will be payable to the District, which also collects Metro Wastewater's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.

7. No representations are made regarding the availability of water service to the Property.

To reiterate, all costs incurred by the District and fees charged by the District, including without limitation tap fees, review costs, contract development, construction, observation and inspections, are the responsibility of the property owner as a condition of receipt of sewer service.

This conditional will serve letter is valid through January 28, 2020. If tap fees are not paid by that date, this agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,



District Manager  
BERKELEY WATER AND SANITATION DISTRICT

November 25, 2019

Owner/Developer  
c/o Travis Frazier  
Redland  
1500 W Canal Court  
Littleton, CO 80120

Re: THE SOUTH 150 FEET OF LOTS 4, 5, & 6.  
THE WEST 25 FEET OF THE NORTH 160 FEET OF LOT 6.  
LOTS 7, 8, & 9.  
THE NORTH 150 FEET OF LOT 19.  
EXCEPT; THE NORTH 160 FEET OF LOT 7, AND EXCEPT; THE EAST 20 FEET OF LOT 4,  
AND EXCEPT; THE SOUTH 20 FEET OF THE EAST 85 FEET OF LOT 4.  
OF THE RE-SUBDIVISION OF WESTMOORLAND, COUNTY OF ADAMS, STATE OF  
COLORADO.

Dear Owner/Developer:

Denver Water has been asked to determine whether the property described above is located within Denver Water's service area and eligible to receive water service from Denver Water. This letter verifies that the property is located within Berkeley Water and Sanitation District service area boundary and is eligible to receive water service. Any structure requiring water service on the property will be subject to comply with Denver Water's Engineering Standards and Operating Rules and payment of applicable charges.

Please check with the fire department to discuss the projects overall site flow requirements and fire hydrant placement. This information is critical in determining if the existing infrastructure is adequate and/or if the project will be required to loop an internal water line throughout the site.

If you have questions, or you would like to schedule a meeting to discuss the proposed project, please contact me at 303-628-6104.

Sincerely,

*Raquel Chandler*

Raquel Chandler  
Senior Plan Review Coordinator  
1600 W. 12<sup>th</sup> Avenue  
Denver, CO 80204  
Raquel.chandler@denverwater.org

**School Impact Analysis  
Berkeley Villas  
Final Plat**

June 7, 2022

**Student Generation Calculations**

The proposed Berkeley Villas site includes the following general estimate for student generation. Student quantities for this application are based on 81 single family attached townhome residential units.

**Student Generation Calculations**

|            | Homes | Population Multiplier (P/HH) | Population | Student Generation Multiplier (S/HH) | Students (total) | Elementary Students (50%) | Middle School Students (25%) | High School Students (25%) |
|------------|-------|------------------------------|------------|--------------------------------------|------------------|---------------------------|------------------------------|----------------------------|
| <b>SFA</b> | 81    | 2.216                        | 180        | 0.303                                | 55               | 27                        | 14                           | 14                         |

\*P/HH: Persons per House Hold  
\*S/HH: Students per House Hold

**Westminster School District and Schools:**

This property is located within the Westminster School District. WSD schools located nearest the site include: Skyline Vista, F.M. Day, Early Learning Center, and Scott Carpenter. Further afield include Fairview, Josephine Hodgkins Leadership Academy, Colorado STEM Academy, Hidden Lake High School, Westminster Academy for International Studies, Tennyson Knolls, Westminster High School, Early Childhood Center, Ranum, Metropolitan Arts Academy, and Sherrelwood.

These schools cover the entire age range of students; however, the School District has a progressive approach offering open enrollment, meaning families can apply to attend any of the District's schools. Students will have options for choosing their school(s).

Below is a full listing of schools in the District and their locations:

EARLY CHILDHOOD

Early Learning Center at F.M. Day  
Infant - Preschool  
720-542-5093  
1740 Jordan Dr.  
Denver, CO 80221  
<http://MyWPS.org/elc-fmday>

Early Learning Center at Gregory Hill  
Preschool  
303-428-1560  
8030 Irving St.  
Westminster, CO 80030  
<http://MyWPS.org/elc-gregoryhill>

Early Learning Center at Perl Mack  
Infant - Preschool  
303-650-7657  
7125 Mariposa St.  
Denver, CO 80221  
<http://MyWPS.org/elc-perlmack>

## ELEMENTARY SCHOOLS

F.M. Day Elementary  
PK-5 School  
303-428-1330  
1740 Jordan Dr.  
Denver, CO 80221  
<http://MyWPS.org/fmday>

Fairview Elementary  
PK-5 School  
303-428-1405  
7826 Fairview Ave.  
Denver, CO 80221  
<http://MyWPS.org/fairview>

Harris Park Elementary  
PK-5 School  
303-428-1721  
4300 W. 75th Ave.  
Westminster, CO 80030  
<http://MyWPS.org/harris-park>

Hodgkins Leadership Academy  
PK-6 School  
303-428-1121  
3475 W. 67th Ave.  
Denver, CO 80221  
<http://MyWPS.org/hodgkins>

Mesa Elementary  
PK-5 School  
303-428-2891  
9100 Lowell Blvd.  
Westminster, CO 80031  
<http://MyWPS.org/mesa>

Sherrelwood Elementary  
PK-5 School  
303-428-5353  
8095 Kalamath St.  
Denver, CO 80221  
<http://MyWPS.org/sherrelwood>

Skyline Vista Elementary  
PK-5 School  
303-428-2300  
7395 Zuni St.  
Westminster, CO 80221  
<http://MyWPS.org/skyline-vista>

Sunset Ridge Elementary  
PK-5 School  
303-426-8907  
9451 Hooker St.  
Westminster, CO 80031  
<http://MyWPS.org/sunset-ridge>

Tennyson Knolls Elementary  
PK-5 School  
303-429-4090  
6330 Tennyson St.  
Arvada, CO 80003  
<http://MyWPS.org/tke>

## INNOVATION SCHOOLS

Colorado STEM Academy  
K-8 School  
303-429-STEM (7836)  
7281 Irving St.  
Westminster, CO 80030  
<http://MyWPS.org/stem>

John E. Flynn A Marzano Academy  
PK-5 School  
303-428-2161  
8731 Lowell Blvd.  
Westminster, CO 80031  
<http://MyWPS.org/flynn>

Metropolitan Arts Academy  
PK-6 School  
303-428-1884  
2341 Sherrelwood Dr.  
Denver, CO 80221  
<http://MyWPS.org/met>

Westminster Academy for International Studies  
PK-8 School  
303-428-2494  
7482 Irving St.  
Westminster, CO 80030  
<http://MyWPS.org/wais>

## MIDDLE SCHOOLS

Ranum Middle School  
6-8 School  
303-428-9577  
2401 West 80th Ave.  
Denver, CO 80221  
<http://MyWPS.org/ranum>

Shaw Heights Middle School  
6-8 School  
303-428-9533  
8780 Circle Dr.  
Westminster, CO 80030  
<http://MyWPS.org/shaw-heights>

Scott Carpenter Middle School  
6-8 School  
303-428-8583  
7001 Lipan St.  
Denver, CO 80221  
<http://MyWPS.org/scott-carpenter>

## HIGH SCHOOLS

Hidden Lake High School  
9-12 School  
303-428-2600  
7300 Lowell Blvd.  
Westminster, CO 80030  
<http://MyWPS.org/hlhs>

Westminster High School  
9-12 School  
303-657-3980  
6933 Raleigh St.  
Westminster, CO 80030  
<http://MyWPS.org/whs>

SUBDIVISION

BLANK-BERKELEY VILLAS

Case No. XXX

### SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_, 20\_\_, between TTL Management, Inc., an Arizona corporation eligible to conduct business in the State of Colorado ("Developer"), whose address is \_\_\_\_\_ and the Board of County Commissioners of the County of Adams, State of Colorado ("County"), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, State of Colorado, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

- 1. Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "B" attached hereto, and by this reference made a part hereof ("Improvements").
- 2. Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "B" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
- 3. Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the Improvements described and detailed on Exhibit "B".
- 4. Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "B". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of Improvements appearing on said Exhibit "B". Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
- 5. Warranties of Developer.** Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Developer shall remain in effect until Preliminary Acceptance of the improvements by the County.
- 6. Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$~~XXXXXX~~, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said Improvements constructed according to the terms of this Agreement, and Preliminary Acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Completion of said Improvements shall be determined solely by the County and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public Improvements for a period of one year from the date of Preliminary Acceptance.

Development Agreement

Name

BLANK-BERKELY VILLAS

SUBDIVISION

Case No. XXX

No building permits shall be issued: (1) until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, (2) until the final plat has been approved, and (3) the Improvements described in Paragraph 7 have been completed. No certificates of occupancy shall be issued until all improvements described in Exhibit "B" have been Preliminarily Accepted by the Department of Public Works.

7. **Required Improvements Prior to Building Permit Issuance.** The following improvements shall be completed prior to the issuance of Building Permits.

- A. Sanitary Sewer. The Developer shall provide for and construct adequate lines and stubs to each lot in accordance with the County's Development Standards and Regulations.
- B. Water Mains. The Developer shall provide for and construct adequate mains and stubs to each lot in accordance with the County's Development Standards and Regulation.
- C. Utilities (including communications, electric power, gas, water, sewer). The Developer shall provide for and construct all utilities needed to serve the subdivision in accordance with the County's Development Standards and Regulations.

8. **Acceptance and Maintenance of Public Improvements.** All Improvements designated "public" on Exhibit "B" shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary.

9. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit "A" attached hereto.

10. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following Improvements and to dedicate described property.

A. **Improvements.** [Designate separately each public and private improvement.]

Public Improvements:

~~(General description of construction.)~~ Public improvements to 56<sup>th</sup> Ave include an expansion of the sidewalk, handicap ramps, curb and gutter for the proposed curb returns, and cross pans at each curb return. See Exhibit "B" for description, estimated quantities and estimated construction costs.

**Commented [KAS1]:** HKS – please confirm whether there are public improvements to 56<sup>th</sup> Ave. proposed in our civil plans

**Formatted:** Superscript

The improvements shall be constructed in accordance with all County requirements, standards, and specifications in accordance with the approved plans and time schedule as indicated in Exhibit "B".

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams State of Colorado the following described land for right-of-way or other public purposes:

~~(General description of right-of-way).~~

**Commented [KAS2]:** HKS – please confirm if there is any ROW dedication required by the County for 56<sup>th</sup> Ave.

**Commented [HT3R2]:** No ROW being dedicated

11. **Default by Developer.** A default by the Developer shall exist if: (a) Developer fails to construct the Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; or (d) Developer

Development Agreement

Name

BLANK-BERKELY VILLAS

SUBDIVISION

Case No. XXX

otherwise breaches or fails to comply with any obligation of Developer under this Agreement.

- A. **Remedies of County.** If the County, after written notice, determines that a default by Developer exists and if Developer fails to cure such default within the time specified by the County the County shall be entitled to: (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.
- B. **County Right to Completion of Subdivision Improvements.** The right of the County to complete or cause completion of the Improvements as herein provided shall include the following rights:
  - a. The County shall have the right to complete the Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise.
  - b. The County, any contractor under the County, or any such successor developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the Subdivision and upon any part of the Subdivision owned by Developer for the purpose of completing the Improvements.
- C. **Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Improvements substantially in accordance with the Plans and the other requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

Name/s  
Developer

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \_\_\_\_\_. No building permits shall be issued until

Development Agreement

Name

BLANK-BERKELY VILLAS

Case No. XXX

SUBDIVISION

said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

Approved as to form

\_\_\_\_\_  
County Attorney

SUBDIVISION

Development Agreement  
Name  
BLANK-BERKELY VILLAS  
Case No. XXX

**EXHIBIT A**

**Legal Description:** BLANK-BERKELY VILLAS SUBDIVISION

**EXHIBIT B**

**Public Improvements:** Street Name/s

| <u>Description</u> | <u>Est. Quantity</u> | <u>Est. Unit Cost</u> | <u>Est. Construct. Cost</u> |
|--------------------|----------------------|-----------------------|-----------------------------|
|--------------------|----------------------|-----------------------|-----------------------------|

**Construction Completion Date:**

Initials or signature of Developer: \_\_\_\_\_  
\_\_\_\_\_



# Statement Of Taxes Due

Account Number R0104654

Parcel 0182517103030

Assessed To

GRABER DIANE M  
8746 W OTTAWA AVE  
LITTLETON, CO 80128-4009

| Legal Description   |            | Situs Address   |        |              |                   |
|---|------------|-----------------|--------|--------------|-------------------|
| SUB:WESTMOORLAND RESUBD OF DESC: W 65/7 FT OF E 85/7 FT OF N 145 FT OF PLOT 4 |            | 2860 W 56TH AVE |        |              |                   |
| Year  | Tax        | Interest        | Fees   | Payments     | Balance           |
| <b>Tax Charge</b>   |            |                 |        |              |                   |
| 2021  | \$3,207.32 | \$0.00          | \$0.00 | (\$1,603.66) | \$1,603.66        |
| Total Tax Charge  |            |                 |        |              | \$1,603.66        |
| <b>First Half Due as of 06/02/2022</b>  |            |                 |        |              | <b>\$0.00</b>     |
| <b>Second Half Due as of 06/02/2022</b>                                       |            |                 |        |              | <b>\$1,603.66</b> |

Tax Billed at 2021 Rates for Tax Area 480 - 480

| Authority                   | Mill Levy   | Amount     | Values            | Actual    | Assessed |
|-----------------------------|-------------|------------|-------------------|-----------|----------|
| RANGEVIEW LIBRARY DISTRICT  | 3.6890000   | \$97.21    | RES IMPRV LAND    | \$115,000 | \$8,220  |
| BERKELEY WATER & SANITATION | 3.3530000   | \$88.35    | SINGLE FAMILY RES | \$253,599 | \$18,130 |
| ADAMS COUNTY FIRE PROTECTIO | 16.6860000  | \$439.68   | Total             | \$368,599 | \$26,350 |
| GENERAL                     | 22.9450000  | \$604.61   |                   |           |          |
| HYLAND HILLS PARK & RECREAT | 5.1230000   | \$134.99   |                   |           |          |
| RETIREMENT                  | 0.3140000   | \$8.27     |                   |           |          |
| ROAD/BRIDGE                 | 1.3000000   | \$34.25    |                   |           |          |
| DEVELOPMENTALLY DISABLED    | 0.2570000   | \$6.77     |                   |           |          |
| SD 50 BOND (Westminster)    | 9.0800000   | \$239.26   |                   |           |          |
| SD 50 GENERAL (Westminster) | 55.7200000  | \$1,468.22 |                   |           |          |
| URBAN DRAINAGE SOUTH PLATTE | 0.1000000   | \$2.63     |                   |           |          |
| URBAN DRAINAGE & FLOOD CONT | 0.9000000   | \$23.71    |                   |           |          |
| SOCIAL SERVICES             | 2.2530000   | \$59.37    |                   |           |          |
| Taxes Billed 2021           | 121.7200000 | \$3,207.32 |                   |           |          |

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



# Statement Of Taxes Due

Account Number R0104655  
Assessed To

Parcel 0182517103038  
LECHUGA LAURA  
2898 W 56TH AVE  
DENVER, CO 80221-1838

|  |                      |
|--|----------------------|
| <b>Legal Description</b>   | <b>Situs Address</b> |
| SUB:WESTMOORLAND RESUBD OF DESC: THE N 160 FT OF E 50 FT OF PLOT 7 | 2898 W 56TH AVE      |

| Year                                    | Tax        | Interest | Fees   | Payments     | Balance       |
|---|------------|----------|--------|--------------|---------------|
| <b>Tax Charge</b>                       |            |          |        |              |               |
| 2021                                    | \$3,699.08 | \$0.00   | \$0.00 | (\$3,699.08) | \$0.00        |
| Total Tax Charge                        |            |          |        |              | \$0.00        |
| <b>Grand Total Due as of 06/02/2022</b> |            |          |        |              | <b>\$0.00</b> |

Tax Billed at 2021 Rates for Tax Area 480 - 480

| Authority                              | Mill Levy                | Amount               | Values            | Actual    | Assessed |
|--|--------------------------|----------------------|-------------------|-----------|----------|
| RANGEVIEW LIBRARY DISTRICT             | 3.6890000                | \$112.11             | RES IMPRV LAND    | \$115,000 | \$8,220  |
| BERKELEY WATER & SANITATION            | 3.3530000                | \$101.90             | SINGLE FAMILY RES | \$310,064 | \$22,170 |
| ADAMS COUNTY FIRE PROTECTIO<br>GENERAL | 16.6860000<br>22.9450000 | \$507.09<br>\$697.29 | Total             | \$425,064 | \$30,390 |
| HYLAND HILLS PARK & RECREAT            | 5.1230000                | \$155.69             |                   |           |          |
| RETIREMENT                             | 0.3140000                | \$9.54               |                   |           |          |
| ROAD/BRIDGE                            | 1.3000000                | \$39.51              |                   |           |          |
| DEVELOPMENTALLY DISABLED               | 0.2570000                | \$7.81               |                   |           |          |
| SD 50 BOND (Westminster)               | 9.0800000                | \$275.94             |                   |           |          |
| SD 50 GENERAL (Westminster)            | 55.7200000               | \$1,693.34           |                   |           |          |
| URBAN DRAINAGE SOUTH PLATTE            | 0.1000000                | \$3.04               |                   |           |          |
| URBAN DRAINAGE & FLOOD CONT            | 0.9000000                | \$27.35              |                   |           |          |
| SOCIAL SERVICES                        | 2.2530000                | \$68.47              |                   |           |          |
| Taxes Billed 2021                      | 121.7200000              | \$3,699.08           |                   |           |          |

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



# Statement Of Taxes Due

Account Number R0104657  
Assessed To

Parcel 0182517103041  
SMITH RYAN  
2902 W 56TH AVE  
DENVER, CO 80221-1820

|   |                      |
|---|----------------------|
| <b>Legal Description</b>                                    | <b>Situs Address</b> |
| SUB:WESTMOORLAND RESUBD OF DESC: N 160 OF W 50 FT OF PLOT 7 | 2902 W 56TH AVE      |

| Year  | Tax        | Interest | Fees   | Payments     | Balance           |
|---|------------|----------|--------|--------------|-------------------|
| <b>Tax Charge</b>   |            |          |        |              |                   |
| 2021  | \$3,242.62 | \$0.00   | \$0.00 | (\$1,621.31) | \$1,621.31        |
| Total Tax Charge  |            |          |        |              | \$1,621.31        |
| <b>Special Assessment: BERKELEY WATER &amp; SEWER SPECIAL ASSESSMENTS</b> |            |          |        |              |                   |
| 2021  | \$571.82   | \$0.00   | \$0.00 | (\$285.91)   | \$285.91          |
| Total Special Assessment: BERKELEY WATER & SEWER SPECIAL ASSESSMENTS      |            |          |        |              | \$285.91          |
| <b>Special Assessment: TREASURER'S FEES</b>                               |            |          |        |              |                   |
| 2021  | \$171.55   | \$0.00   | \$0.00 | (\$85.78)    | \$85.77           |
| Total Special Assessment: TREASURER'S FEES                                |            |          |        |              | \$85.77           |
| <b>GRAND TOTAL</b>  |            |          |        |              | <b>\$1,992.99</b> |
| <b>First Half Due as of 06/02/2022</b>                                    |            |          |        |              | <b>\$0.00</b>     |
| <b>Second Half Due as of 06/02/2022</b>                                   |            |          |        |              | <b>\$1,992.99</b> |

Tax Billed at 2021 Rates for Tax Area 480 - 480

| Authority   | Mill Levy   | Amount     | Values            | Actual    | Assessed        |
|---|-------------|------------|-------------------|-----------|-----------------|
| RANGEVIEW LIBRARY DISTRICT                            | 3.6890000   | \$98.27    | RES IMPRV LAND    | \$115,000 | \$8,220         |
| BERKELEY WATER & SANITATION                           | 3.3530000   | \$89.32    | SINGLE FAMILY RES | \$257,687 | \$18,420        |
| ADAMS COUNTY FIRE PROTECTIO                           | 16.6860000  | \$444.51   | Total             | \$372,687 | \$26,640        |
| GENERAL   | 22.9450000  | \$611.27   |                   |           |                 |
| HYLAND HILLS PARK & RECREAT                           | 5.1230000   | \$136.48   |                   |           |                 |
| RETIREMENT  | 0.3140000   | \$8.36     |                   |           |                 |
| ROAD/BRIDGE   | 1.3000000   | \$34.63    |                   |           |                 |
| DEVELOPMENTALLY DISABLED                              | 0.2570000   | \$6.85     |                   |           |                 |
| SD 50 BOND (Westminster)                              | 9.0800000   | \$241.89   |                   |           |                 |
| SD 50 GENERAL (Westminster)                           | 55.7200000  | \$1,484.38 |                   |           |                 |
| URBAN DRAINAGE SOUTH PLATTE                           | 0.1000000   | \$2.66     |                   |           |                 |
| URBAN DRAINAGE & FLOOD CONT                           | 0.9000000   | \$23.98    |                   |           |                 |
| SOCIAL SERVICES                                       | 2.2530000   | \$60.02    |                   |           |                 |
| Taxes Billed 2021                                     | 121.7200000 | \$3,242.62 |                   |           |                 |
| <b>BERKELEY WATER &amp; SEWER SPECIAL ASSESSMENTS</b> |             |            |                   |           | <b>\$571.82</b> |
| <b>TREASURER'S FEES</b>                               |             |            |                   |           | <b>\$171.55</b> |

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



# Statement Of Taxes Due

Account Number R0104661  
Assessed To

Parcel 0182517103050  
56TH AND FEDERAL LLC  
1566 GILPIN STREET  
DENVER, CO 80218

| Legal Description  | Situs Address |          |        |            |               |
|--|---------------|----------|--------|------------|---------------|
| DESC: E 20 FT OF LOT 4 AND S 20 FT OF THE E 85 FT OF LOT 4 RESUBD WESTMOORLAND | 0             |          |        |            |               |
| Year   | Tax           | Interest | Fees   | Payments   | Balance       |
| <b>Tax Charge</b>  |               |          |        |            |               |
| 2021   | \$479.58      | \$0.00   | \$0.00 | (\$479.58) | \$0.00        |
| Total Tax Charge   |               |          |        |            | \$0.00        |
| <b>Grand Total Due as of 06/02/2022</b>  |               |          |        |            | <b>\$0.00</b> |

Tax Billed at 2021 Rates for Tax Area 480 - 480

| Authority                   | Mill Levy   | Amount   | Values                | Actual   | Assessed |
|-----------------------------|-------------|----------|-----------------------|----------|----------|
| RANGEVIEW LIBRARY DISTRICT  | 3.6890000   | \$14.53  | VACANT<br>RESIDENTIAL | \$13,600 | \$3,940  |
| BERKELEY WATER & SANITATION | 3.3530000   | \$13.21  |                       |          |          |
| ADAMS COUNTY FIRE PROTECTIO | 16.6860000  | \$65.74  | Total                 | \$13,600 | \$3,940  |
| GENERAL                     | 22.9450000  | \$90.41  |                       |          |          |
| HYLAND HILLS PARK & RECREAT | 5.1230000   | \$20.18  |                       |          |          |
| RETIREMENT                  | 0.3140000   | \$1.24   |                       |          |          |
| ROAD/BRIDGE                 | 1.3000000   | \$5.12   |                       |          |          |
| DEVELOPMENTALLY DISABLED    | 0.2570000   | \$1.01   |                       |          |          |
| SD 50 BOND (Westminster)    | 9.0800000   | \$35.78  |                       |          |          |
| SD 50 GENERAL (Westminster) | 55.7200000  | \$219.54 |                       |          |          |
| URBAN DRAINAGE SOUTH PLATTE | 0.1000000   | \$0.39   |                       |          |          |
| URBAN DRAINAGE & FLOOD CONT | 0.9000000   | \$3.55   |                       |          |          |
| SOCIAL SERVICES             | 2.2530000   | \$8.88   |                       |          |          |
| Taxes Billed 2021           | 121.7200000 | \$479.58 |                       |          |          |

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



# Statement Of Taxes Due

Account Number R0104663

Parcel 0182517103052

Assessed To

TTL DENVER - 56TH AND FEDERAL LLC  
1566 N GILPIN ST  
DENVER, CO 80218-1631

**Legal Description**

**Situs Address**

SUB:WESTMOORLAND RESUBD OF DESC: E2 LOT 5 AND W 25 FT LOT 4 EXC S 150 FT OF SD LOTS

2880 W 56TH AVE

| Year                                    | Tax        | Interest | Fees   | Payments     | Balance       |
|---|------------|----------|--------|--------------|---------------|
| <b>Tax Charge</b>                       |            |          |        |              |               |
| 2021                                    | \$4,525.54 | \$0.00   | \$0.00 | (\$4,525.54) | \$0.00        |
| Total Tax Charge                        |            |          |        |              | \$0.00        |
| <b>Grand Total Due as of 06/02/2022</b> |            |          |        |              | <b>\$0.00</b> |

Tax Billed at 2021 Rates for Tax Area 480 - 480

| Authority                   | Mill Levy   | Amount     | Values            | Actual    | Assessed |
|-----------------------------|-------------|------------|-------------------|-----------|----------|
| RANGEVIEW LIBRARY DISTRICT  | 3.6890000   | \$137.16   | RES IMPRV LAND    | \$115,000 | \$8,220  |
| BERKELEY WATER & SANITATION | 3.3530000   | \$124.66   | SINGLE FAMILY RES | \$405,119 | \$28,960 |
| ADAMS COUNTY FIRE PROTECTIO | 16.6860000  | \$620.38   | Total             | \$520,119 | \$37,180 |
| GENERAL                     | 22.9450000  | \$853.10   |                   |           |          |
| HYLAND HILLS PARK & RECREAT | 5.1230000   | \$190.47   |                   |           |          |
| RETIREMENT                  | 0.3140000   | \$11.67    |                   |           |          |
| ROAD/BRIDGE                 | 1.3000000   | \$48.33    |                   |           |          |
| DEVELOPMENTALLY DISABLED    | 0.2570000   | \$9.56     |                   |           |          |
| SD 50 BOND (Westminster)    | 9.0800000   | \$337.59   |                   |           |          |
| SD 50 GENERAL (Westminster) | 55.7200000  | \$2,071.67 |                   |           |          |
| URBAN DRAINAGE SOUTH PLATTE | 0.1000000   | \$3.72     |                   |           |          |
| URBAN DRAINAGE & FLOOD CONT | 0.9000000   | \$33.46    |                   |           |          |
| SOCIAL SERVICES             | 2.2530000   | \$83.77    |                   |           |          |
| Taxes Billed 2021           | 121.7200000 | \$4,525.54 |                   |           |          |

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



# Statement Of Taxes Due

Account Number R0104664  
Assessed To

Parcel 0182517103053  
TTL DENVER - 56TH AND FEDERAL LLC  
1566 N GILPIN ST  
DENVER, CO 80218-1631

**Legal Description** **Situs Address**  
SUB: WESTMOORLAND RESUBD OF DESC: N 15 FT OF S 165 FT LOT 4 EXT FROM W LN OF E 0  
20 FT SD LOT 4 TO E LN OF W 25 FT SD LOT 4

| Year                                    | Tax     | Interest | Fees   | Payments  | Balance       |
|---|---------|----------|--------|-----------|---------------|
| <b>Tax Charge</b>                       |         |          |        |           |               |
| 2021                                    | \$99.82 | \$0.00   | \$0.00 | (\$99.82) | \$0.00        |
| Total Tax Charge                        |         |          |        |           | \$0.00        |
| <b>Grand Total Due as of 06/02/2022</b> |         |          |        |           | <b>\$0.00</b> |

Tax Billed at 2021 Rates for Tax Area 480 - 480

| Authority                   | Mill Levy   | Amount  | Values        | Actual   | Assessed |
|-----------------------------|-------------|---------|---------------|----------|----------|
| RANGEVIEW LIBRARY DISTRICT  | 3.6890000   | \$3.03  | VACANT LOT    | \$11,500 | \$820    |
| BERKELEY WATER & SANITATION | 3.3530000   | \$2.75  | VALUED AT RES |          |          |
| ADAMS COUNTY FIRE PROTECTIO | 16.6860000  | \$13.68 | RATE          |          |          |
| GENERAL                     | 22.9450000  | \$18.81 | Total         | \$11,500 | \$820    |
| HYLAND HILLS PARK & RECREAT | 5.1230000   | \$4.20  |               |          |          |
| RETIREMENT                  | 0.3140000   | \$0.26  |               |          |          |
| ROAD/BRIDGE                 | 1.3000000   | \$1.07  |               |          |          |
| DEVELOPMENTALLY DISABLED    | 0.2570000   | \$0.21  |               |          |          |
| SD 50 BOND (Westminster)    | 9.0800000   | \$7.45  |               |          |          |
| SD 50 GENERAL (Westminster) | 55.7200000  | \$45.69 |               |          |          |
| URBAN DRAINAGE SOUTH PLATTE | 0.1000000   | \$0.08  |               |          |          |
| URBAN DRAINAGE & FLOOD CONT | 0.9000000   | \$0.74  |               |          |          |
| SOCIAL SERVICES             | 2.2530000   | \$1.85  |               |          |          |
| Taxes Billed 2021           | 121.7200000 | \$99.82 |               |          |          |

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Brighton, CO 80601  
720-523-6160



# Statement Of Taxes Due

Account Number R0209138

Parcel 0182517103064

Assessed To

56TH AND FEDERAL LLC  
1566 GILPIN STREET  
DENVER, CO 80218

**Legal Description**

**Situs Address**

S 150 FT OF LOTS 4 5 & 6 W 25 FT OF THE N 160 FT OF LOT 6 ALL LOTS 8 & 9 LOT 7 EXC N 160 FT THEREOF N 150 FT OF LOT 19 EXC E 20 FT OF LOT 4 AND S 20 FT OF E 85 FT OF LOT 4 RESUBD WESTMOORLAND EXC PT PLATTED AS WESTMOORLAND RS PLAT CORR 2 REC 2021000067065 2/10A

| Year                                    | Tax        | Interest | Fees   | Payments     | Balance       |
|---|------------|----------|--------|--------------|---------------|
| <b>Tax Charge</b>                       |            |          |        |              |               |
| 2021                                    | \$5,949.68 | \$0.00   | \$0.00 | (\$5,949.68) | \$0.00        |
| Total Tax Charge                        |            |          |        |              | \$0.00        |
| <b>Grand Total Due as of 06/02/2022</b> |            |          |        |              | <b>\$0.00</b> |

Tax Billed at 2021 Rates for Tax Area 480 - 480

| Authority                   | Mill Levy   | Amount     | Values      | Actual    | Assessed |
|-----------------------------|-------------|------------|-------------|-----------|----------|
| RANGEVIEW LIBRARY DISTRICT  | 3.6890000   | \$180.32   | VACANT      | \$168,547 | \$48,880 |
| BERKELEY WATER & SANITATION | 3.3530000   | \$163.89   | RESIDENTIAL |           |          |
| ADAMS COUNTY FIRE PROTECTIO | 16.6860000  | \$815.61   | Total       | \$168,547 | \$48,880 |
| GENERAL                     | 22.9450000  | \$1,121.56 |             |           |          |
| HYLAND HILLS PARK & RECREAT | 5.1230000   | \$250.41   |             |           |          |
| RETIREMENT                  | 0.3140000   | \$15.35    |             |           |          |
| ROAD/BRIDGE                 | 1.3000000   | \$63.54    |             |           |          |
| DEVELOPMENTALLY DISABLED    | 0.2570000   | \$12.56    |             |           |          |
| SD 50 BOND (Westminster)    | 9.0800000   | \$443.83   |             |           |          |
| SD 50 GENERAL (Westminster) | 55.7200000  | \$2,723.60 |             |           |          |
| URBAN DRAINAGE SOUTH PLATTE | 0.1000000   | \$4.89     |             |           |          |
| URBAN DRAINAGE & FLOOD CONT | 0.9000000   | \$43.99    |             |           |          |
| SOCIAL SERVICES             | 2.2530000   | \$110.13   |             |           |          |
| Taxes Billed 2021           | 121.7200000 | \$5,949.68 |             |           |          |

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