




**PLANNING & DEVELOPMENT MEMORANDUM
#19-2024**

DATE: June 10, 2024

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 
Jason Loveland, Deputy City Manager 

FROM: Brook Svoboda, Director of Planning & Development 
Rebecca Smith, Planning Manager

SUBJECT: CR-95 – Headwaters Independent Living Easement Vacation Request

PURPOSE

To consider CR-95, a resolution vacating a drainage easement for the Headwaters Independent Living site at 10691 Melody Drive.

BACKGROUND

On Sept. 11, 2023, City Council approved Resolution No. 23-117, the Headwaters Northglenn Independent Living Subdivision Amendment No. 1 Final Plat. During the development of the construction plans, the location of the underwater detention shifted, which necessitated revising the drainage easement recorded on the Final Plat. The applicant requested the City accept a revised drainage easement that was signed off on by the Public Works Department and accepted in a separate document by City Manager Heather Geyer. The vacation of the previously planned drainage easement requires City Council approval pursuant to Section 11-6-6(d)(3)(D)(ii) of the Unified Development Ordinance.

Staff has reviewed the easement vacation and has determined that the easement is not necessary to accommodate the new development or site detention in its current configuration.

NEXT STEPS

Should City Council approve the proposed vacation request, the resolution would be recorded on the property, thereby vacating Northglenn's interest in the easement.

BUDGET/TIME IMPLICATIONS

There are no financial or time impacts to the City.

STAFF RECOMMENDATION

Staff recommends approval of CR-95.

STAFF REFERENCE

If Council Members have any questions, please contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

ATTACHMENT

1. Easement Vacation Application

CR-95 – Headwaters Independent Living Easement Vacation Request



City of Northglenn
 11701 Community Center Drive
 Northglenn, CO 80233
 P: 303-451-8326
 F: 303-450-8708
 northglenn.org

VACATION OF R.O.W. AND EASEMENT Application Guide

OVERVIEW

A vacation of right-of-way or an easement may be requested by an adjacent property owner or property owner where the subject easement is located. The purpose of a vacation is for the City to divest its rights, interest, or title to a specific right-of-way or easement. The City will review a vacation request but, at its discretion, may or may not approve the request. A complete description of the procedures for a Vacation of Right-of-Way or Easement can be found in Section 11-6-6(d) of the Unified Development Ordinance (UDO).

SUBMITTAL REQUIREMENTS

The following application package must be submitted to the Planning and Development Department to commence review. Submittals should be electronic, or one (1) paper copy will also be accepted. Any missing information may cause the application to be incomplete and, therefore, rejected.

- Completed **Application Form**.
- Application Fee** of \$250.
- Proof of Ownership**
- Survey and Metes and Bounds Legal Description** of the proposed vacation request.
- Project Description/Justification Letter** that summarizes the rezoning request and includes written justification in response to the required criteria detailed below.
- Additional Information**, as may be required by the Planning staff or if applicable to the proposed site plan request. Refer to your Pre-Application Meeting notes for guidance.

PROCESS

- Prior to submittal of a Vacation application, you are required to schedule a Pre-Application Meeting in accordance with Section 11-6-6(d) of the UDO. Contact the Planning and Development Department at 303-450-8739 to schedule a Pre-Application Meeting.
- Applications can be submitted electronically to development@northglenn.org or directly to Planning and Development Department staff at City Hall (11701 Community Center Drive).
- Upon receipt of an application, the Planning staff will review the application package for completeness. If the application is deemed complete, it will be referred out to the city's Development Review Committee, which consists of various city departments, including Planning, Building, Engineering, Public Works, City Attorney, North Metro Fire Rescue, and any other agency/department that might have an interest in the application.
- The Planning and Development Department will compile all comments from the various city departments and other agencies and provide a written review letter within 15 business days of submittal. If a resubmittal is required, it will be requested in the review letter. Any resubmittals will follow this same procedure.
- Once an application has completed the staff review, it can be scheduled for public hearing before the Planning Commission to provide recommendation to City Council for final approval.
- In order for a Vacation to be approved, it must meet the approval criteria outlined in Section 11-6-6(d)(3)(E)(ii) of the code, which is further described later in this guide.



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VACATION OF R.O.W. AND EASEMENT Application Guide

- Planning Commission meetings are scheduled the first and third Tuesdays of the month at 7:00 p.m. in the City Council Chambers at City Hall (11701 Community Center Drive). The exact date and time for your meeting will be coordinated with you upon receipt of a complete application and full staff review.
- City Council meetings are scheduled the second and fourth Mondays of the month at 7:00 p.m. in the City Council Chambers at City Hall (11701 Community Center Drive). Because Vacation requests are approved by an ordinance, City Council includes two required dates, 1st Reading to schedule the item, and 2nd reading to conduct the public hearing. Attendance is only required at the public hearing during 2nd reading. The exact date and time for your meeting will be coordinated with you upon receipt of a complete application and full staff review.
- The Planning and Development Department will notice all public hearings in accordance with code requirements, meaning that a sign will be posted on the property at least 15 days before the public hearing date. Additionally, staff will publish notice of the public hearing in the local Northglenn-Thornton newspaper and send mailed notices to all property owners within 300 feet of the Vacation request. Please note that the public hearing sign shall remain on the property until after the public hearing date. If a replacement sign is required, please contact the Planning and Development Department.

CODE REQUIREMENTS

Section 11-6-6(d) of the Unified Development Ordinance (UDO) addresses the requirements for a Vacation application. The following references are excerpts from the UDO pertaining to the Rezoning review process. Additionally, Rezoning applications shall be in compliance with all applicable development standards and zoning district regulations identified in the UDO. Please refer to the city's Municipal Code for a complete listing of all requirements outlined in the UDO.

Section 11-6-6(d)(3)(E)(ii). Vacation Approval Criteria

In reviewing a proposed vacation of right-of-way or easement, the Planning Commission and City Council shall consider whether the vacation of right-of-way or easement:

- a. Is in conformance with the Comprehensive Plan;
- b. Will comply with the applicable zoning district standards;
- c. Does not result in negative impacts to the safe movement of vehicles, bicycles, and/or other modes of transportation or disrupt an existing or planned public transportation system; and
- d. Will comply with use, dimensional, design, and other development standards in this UDO.

Please note that a Vacation must comply with all applicable requirements outlined in the Northglenn UDO. The city's UDO can be found at www.northglenn.org/municode.



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VACATION OF R.O.W. AND EASEMENT
 Application

PROJECT INFORMATION

General Description of Request: To vacate a Drainage Easement within the Headwaters Northglenn Independent Living Subdivision (see attached meets and bounds exhibit).

Attach a Project Description Letter that describes in detail the request.

Property Address or Location: 10691 and 102699 Melody Drive

Legal Description: Lots 2-3, Block 1 Headwaters Northglenn Independent Living Subdivision

Current Zoning District: RM-2 Proposed Zoning District: RM-2

Lot area: 4.528

PROPERTY OWNER(S) INFORMATION

Name: Jeff Hoffman

Company (if applicable): HG AA Northglenn, LLC

Address: 288 Clayton Street, Suite 307

City: Denver State: CO Zip: 80206

Phone: 312.617.5736 Email: jeff.hoffman@headwatersgrp.com

AUTHORIZED AGENT (If other than owner)

Name: Ramsey Pickard

Company (if applicable): Kimley Horn & Associates

Address: 3801 Automation Way, Suite 210

City: Fort Collins State: CO Zip: 80525

Phone: 970.628.9930 Email: ramsey.pickard@kimley-horn.com

OWNER(S) & AGENT CERTIFICATION

I hereby depose and state under the penalties of perjury that all statements, proposals and/or plans submitted with/or contained in this application are true and correct and the application is complete to the best of my knowledge and belief.

Agent's Signature: *Ramsey Pickard* Date: 2/21/2024

Owner(s)' Signature(s): *Jeff Hoffman* Date: 2/23/2024

STAFF USE ONLY:

Case Number:

Date Application Received:

EXHIBIT A

PARCEL DESCRIPTION

THAT DRAINAGE EASEMENT DEDICATED IN HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AS RECORDED AT RECEPTION NO. 202400005111 OF THE RECORDS OF ADAMS COUNTY, COLORADO, BEING A PORTION OF LOT 2, BLOCK 1, AND LOT 3, BLOCK 1, SAID HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION, LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 1, AS MONUMENTED BY A FOUND HOLE IN CONCRETE WITH BROKEN REBAR, WHENCE THE NORTH CORNER OF SAID BLOCK 1, AS MONUMENTED BY A FOUND 1" YELLOW PLASTIC CAP, ILLEGIBLE, BEARS N 65°33'05" W, A DISTANCE OF 597.60 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE EAST LINE OF SAID BLOCK 1 THE FOLLOWING TWO (2) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 22°47'04", A RADIUS OF 605.00 FEET, AN ARC LENGTH OF 240.59 FEET; AND A CHORD BEARING AND DISTANCE OF S 11°01'51" W, 239.00 FEET;
- 2) S 00°21'43" E, A DISTANCE OF 104.57 FEET TO THE EASTERLY NORTHEAST CORNER OF SAID DRAINAGE EASEMENT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE PERIMETER OF SAID DRAINAGE EASEMENT THE FOLLOWING SIXTY-SEVEN (67) COURSES:

- 1) ALONG SAID EAST LINE S 00°21'43" E, A DISTANCE OF 12.63 FEET;
- 2) DEPARTING SAID EAST LINE S 54°56'07" W, A DISTANCE OF 16.99 FEET;
- 3) S 77°11'30" W, A DISTANCE OF 29.04 FEET;
- 4) S 89°35'18" W, A DISTANCE OF 9.92 FEET;
- 5) N 00°24'42" W, A DISTANCE OF 3.13 FEET;
- 6) S 89°45'02" W, A DISTANCE OF 11.14 FEET;
- 7) N 00°14'58" W, A DISTANCE OF 4.40 FEET;
- 8) S 89°45'02" W, A DISTANCE OF 15.49 FEET;
- 9) N 00°14'58" W, A DISTANCE OF 36.39 FEET;
- 10) N 89°09'38" E, A DISTANCE OF 14.25 FEET;
- 11) N 79°58'10" W, A DISTANCE OF 18.88 FEET;
- 12) S 89°35'18" W, A DISTANCE OF 4.54 FEET;
- 13) N 00°24'42" W, A DISTANCE OF 10.00 FEET;
- 14) N 89°35'18" E, A DISTANCE OF 5.46 FEET;
- 15) S 79°58'10" E, A DISTANCE OF 17.98 FEET;
- 16) N 00°14'58" W, A DISTANCE OF 17.35 FEET;
- 17) S 89°45'02" W, A DISTANCE OF 4.75 FEET;
- 18) N 00°14'58" W, A DISTANCE OF 7.12 FEET;
- 19) S 89°45'02" W, A DISTANCE OF 9.50 FEET;
- 20) N 00°14'58" W, A DISTANCE OF 7.12 FEET;
- 21) S 89°45'02" W, A DISTANCE OF 9.50 FEET;
- 22) N 00°14'58" W, A DISTANCE OF 60.53 FEET;
- 23) N 89°45'02" E, A DISTANCE OF 9.50 FEET;
- 24) N 00°14'58" W, A DISTANCE OF 7.12 FEET;
- 25) N 89°45'02" E, A DISTANCE OF 9.50 FEET;
- 26) N 00°14'58" W, A DISTANCE OF 7.12 FEET;
- 27) N 89°45'02" E, A DISTANCE OF 15.21 FEET;
- 28) N 00°14'58" W, A DISTANCE OF 11.78 FEET;
- 29) N 89°45'02" E, A DISTANCE OF 4.05 FEET;
- 30) N 11°46'05" E, A DISTANCE OF 24.45 FEET;
- 31) N 78°49'37" W, A DISTANCE OF 26.68 FEET;
- 32) N 11°10'23" E, A DISTANCE OF 19.46 FEET;
- 33) N 78°49'37" W, A DISTANCE OF 4.75 FEET;
- 34) N 11°10'23" E, A DISTANCE OF 22.49 FEET;
- 35) N 78°38'49" W, A DISTANCE OF 2.03 FEET;
- 36) N 60°13'56" W, A DISTANCE OF 8.32 FEET;
- 37) N 85°47'48" W, A DISTANCE OF 10.00 FEET;
- 38) N 04°12'12" E, A DISTANCE OF 11.91 FEET;
- 39) S 85°47'48" E, A DISTANCE OF 8.29 FEET;
- 40) S 60°13'56" E, A DISTANCE OF 13.38 FEET;
- 41) S 78°38'49" E, A DISTANCE OF 6.27 FEET;
- 42) S 11°21'11" W, A DISTANCE OF 3.10 FEET;
- 43) S 78°49'37" E, A DISTANCE OF 46.81 FEET;
- 44) N 11°10'23" E, A DISTANCE OF 3.10 FEET;
- 45) S 79°01'13" E, A DISTANCE OF 11.55 FEET;


PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT


(CONTINUED)

SHEET 1 OF 4

EXHIBIT A

- 46) S 11°10'23" W, A DISTANCE OF 10.00 FEET;
- 47) N 79°01'13" W, A DISTANCE OF 5.15 FEET;
- 48) S 11°10'23" W, A DISTANCE OF 41.96 FEET;
- 49) N 78°49'37" W, A DISTANCE OF 17.67 FEET;
- 50) S 11°46'05" W, A DISTANCE OF 22.43 FEET;
- 51) N 89°45'02" E, A DISTANCE OF 20.11 FEET;
- 52) S 00°14'58" E, A DISTANCE OF 79.43 FEET;
- 53) S 89°45'02" W, A DISTANCE OF 19.60 FEET;
- 54) S 00°14'58" E, A DISTANCE OF 10.63 FEET;
- 55) N 89°45'02" E, A DISTANCE OF 19.60 FEET;
- 56) S 00°14'58" E, A DISTANCE OF 25.55 FEET;
- 57) S 89°45'02" W, A DISTANCE OF 4.75 FEET;
- 58) S 00°14'58" E, A DISTANCE OF 7.12 FEET;
- 59) S 89°45'02" W, A DISTANCE OF 12.31 FEET;
- 60) S 54°10'58" E, A DISTANCE OF 22.80 FEET;
- 61) N 89°57'13" E, A DISTANCE OF 3.37 FEET;
- 62) S 00°15'07" E, A DISTANCE OF 10.00 FEET;
- 63) S 89°51'10" W, A DISTANCE OF 6.63 FEET;
- 64) N 54°10'58" W, A DISTANCE OF 27.05 FEET;
- 65) S 00°14'58" E, A DISTANCE OF 32.13 FEET;
- 66) N 77°11'30" E, A DISTANCE OF 25.99 FEET;
- 67) N 54°03'37" E, A DISTANCE OF 22.31 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,756 SQUARE FEET OR 0.2928 ACRE, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

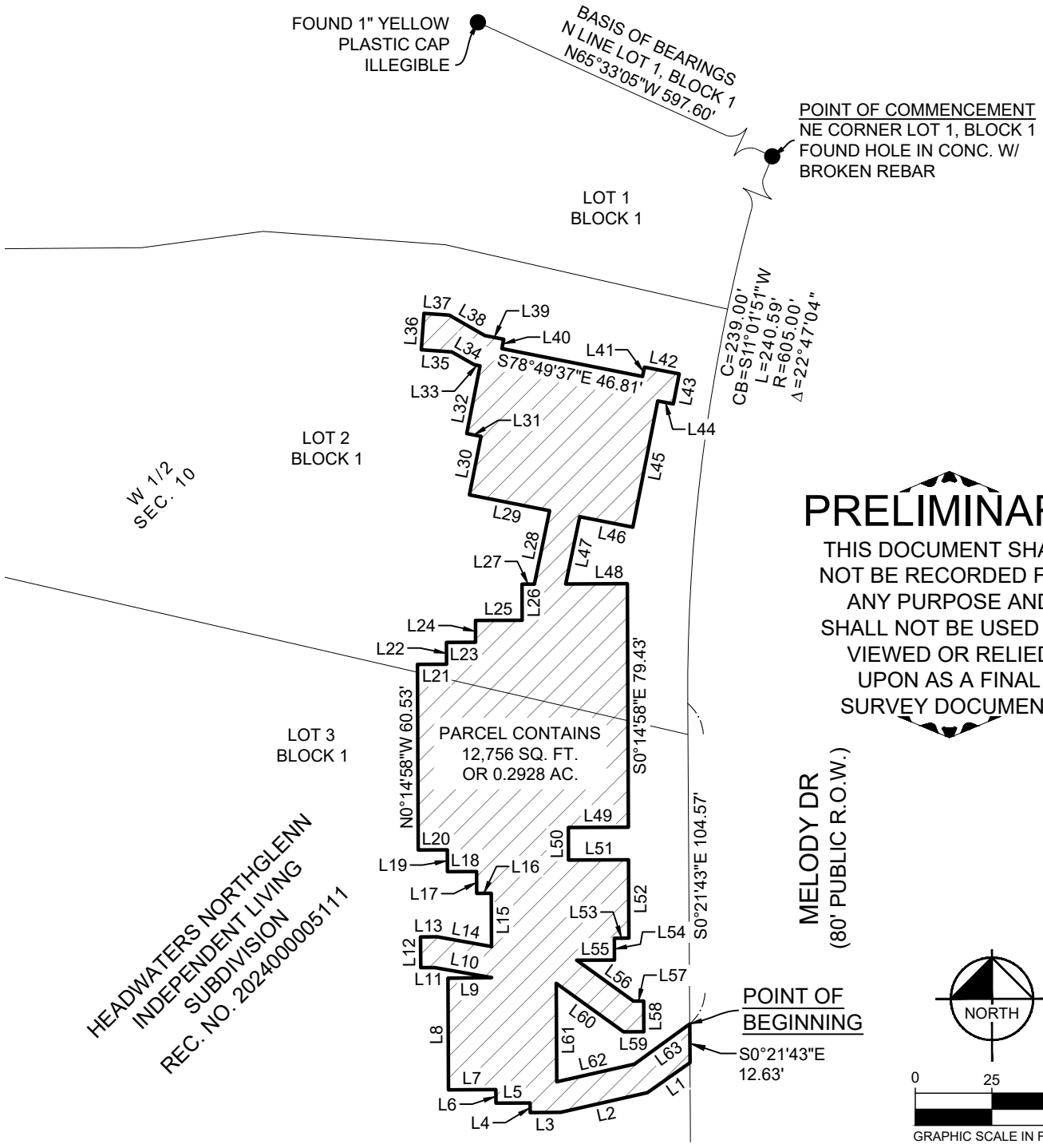
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DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT A

A PORTION OF LOT 2 AND LOT 3, BLOCK 1, HEADWATERS NORTHGLENN LIVING SUBDIVISION, LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

HEADWATERS NORTHGLENN
INDEPENDENT LIVING
SUBDIVISION
REC. NO. 2024-000005111

NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

6200 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	PTM	DRW	Feb. 2024	196502002	3 OF 4

LINE TABLE

A PORTION OF LOT 2 AND LOT 3, BLOCK 1, HEADWATERS NORTHGLENN LIVING SUBDIVISION,
LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE
6TH P.M., CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

LINE TABLE		
NO.	BEARING	LENGTH
L1	S54°56'07"W	16.99'
L2	S77°11'30"W	29.04'
L3	S89°35'18"W	9.92'
L4	N00°24'42"W	3.13'
L5	S89°45'02"W	11.14'
L6	N00°14'58"W	4.40'
L7	S89°45'02"W	15.49'
L8	N00°14'58"W	36.39'
L9	N89°09'38"E	14.25'
L10	N79°58'10"W	18.88'
L11	S89°35'18"W	4.54'
L12	N00°24'42"W	10.00'
L13	N89°35'18"E	5.46'
L14	S79°58'10"E	17.98'
L15	N00°14'58"W	17.35'
L16	S89°45'02"W	4.75'
L17	N00°14'58"W	7.12'
L18	S89°45'02"W	9.50'
L19	N00°14'58"W	7.12'
L20	S89°45'02"W	9.50'
L21	N89°45'02"E	9.50'

LINE TABLE		
NO.	BEARING	LENGTH
L22	N00°14'58"W	7.12'
L23	N89°45'02"E	9.50'
L24	N00°14'58"W	7.12'
L25	N89°45'02"E	15.21'
L26	N00°14'58"W	11.78'
L27	N89°45'02"E	4.05'
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L33	N78°38'49"W	2.03'
L34	N60°13'56"W	8.32'
L35	N85°47'48"W	10.00'
L36	N04°12'12"E	11.91'
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L38	S60°13'56"E	13.38'
L39	S78°38'49"E	6.27'
L40	S11°21'11"W	3.10'
L41	N11°10'23"E	3.10'
L42	S79°01'13"E	11.55'

LINE TABLE		
NO.	BEARING	LENGTH
L43	S11°10'23"W	10.00'
L44	N79°01'13"W	5.15'
L45	S11°10'23"W	41.96'
L46	N78°49'37"W	17.67'
L47	S11°46'05"W	22.43'
L48	N89°45'02"E	20.11'
L49	S89°45'02"W	19.60'
L50	S00°14'58"E	10.63'
L51	N89°45'02"E	19.60'
L52	S00°14'58"E	25.55'
L53	S89°45'02"W	4.75'
L54	S00°14'58"E	7.12'
L55	S89°45'02"W	12.31'
L56	S54°10'58"E	22.80'
L57	N89°57'13"E	3.37'
L58	S00°15'07"E	10.00'
L59	S89°51'10"W	6.63'
L60	N54°10'58"W	27.05'
L61	S00°14'58"E	32.13'
L62	N77°11'30"E	25.99'
L63	N54°03'37"E	22.31'

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N/A	PTM	DRW	Feb. 2024	196502002	4 OF 4



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SUBDIVISION PLAT APPLICATION
 Planning and Development Department

PROJECT INFORMATION

Preliminary Plat Final Plat Combined Preliminary and Final Plat

General Description of Request: Develop an four story, 196, 850 square foot
active adult living facility with 172 dwelling units.

Attach hereto a Project Description Letter that describes in detail the request.

Property Address or Location: 10691, 10699, and 10701 Melody Drive

Legal Description: Part of Tract "C", Resubdivision of Lot 1, Block 47, Lots 2-39, Block 48, and Blocks 49, 50, 51, 52, and 53, North Glenn - Fifth Filing

Zoning District: Commercial General/Commercial Auto-Oriented Lot area: 11.769

PROPERTY OWNER(S) INFORMATION

Name: Perlmutter Jordan Et Al

Company (if applicable): _____

Address: PO BOX 480070

City: DENVER State: CO Zip: 80248

Phone: 303-595-9919 Email: jsperlmutter@jp-co.com

AUTHORIZED AGENT (If other than owner)

Name: Jeff Hoffman

Company (if applicable): HG AA Northglenn, LLC

Address: Clayton Street, Suite 307

City: Denver State: CO Zip: 80206

Phone: 312.617.5736 Email: jeff.hoffman@headwatersgrp.com

OWNER(S) & AGENT CERTIFICATION

I hereby depose and state under the penalties of perjury that all statements, proposals and/or plans submitted with/or contained in this application are true and correct and the application is complete to the best of my knowledge and belief.

Agent's Signature: *Jeff Hoffman* Date: 2/21/2023

Owner(s)' Signature(s): *Jerry Puth* Date: 2/13/2023

STAFF USE ONLY:

Case Number:

Date Application Received:



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Zoning District: Commercial General/Commercial Auto-Oriented Lot area: 11.769

PROPERTY OWNER(S) INFORMATION

Name: Scott Pudalov

Company (if applicable): Concentus Partners, LLC

Address: 520 Zang Street, Suite 222

City: Broomfield State: CO Zip: 80021

Phone: 303.517.4081 Email: scott@certus1.com

AUTHORIZED AGENT (If other than owner)

Name: Jeff Hoffman

Company (if applicable): HG AA Northglenn, LLC

Address: Clayton Street, Suite 307

City: Denver State: CO Zip: 80206

Phone: 312.617.5736 Email: jeff.hoffman@headwatersgrp.com

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PROPERTY OWNER(S) INFORMATION

Name: Scott Pudalov

Company (if applicable): Concentus Partners, LLC

Address: 520 Zang Street, Suite 222

City: Broomfield State: CO Zip: 80021

Phone: 303.517.4081 Email: scott@certus1.com

AUTHORIZED AGENT (If other than owner)

Name: Jeff Hoffman

Company (if applicable): HG AA Northglenn, LLC

Address: Clayton Street, Suite 307

City: Denver State: CO Zip: 80206

Phone: 312.617.5736 Email: jeff.hoffman@headwatersgrp.com

OWNER(S) & AGENT CERTIFICATION

I hereby depose and state under the penalties of perjury that all statements, proposals and/or plans submitted with/or contained in this application are true and correct and the application is complete to the best of my knowledge and belief.

Agent's Signature: *Jeff Hoffman* Date: 2/22/2023

Owner(s)' Signature(s): _____ Date: _____

STAFF USE ONLY:

Case Number:

Date Application Received:



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company National Commercial Services	Escrow Officer Name: Kathryn Miller Escrow Officer Number: (303)876-1120
Issuing Office: 1380 17th Street, Denver, CO 80202	Escrow Officer Email: katiemiller@firstam.com
Issuing Office's ALTA® Registry ID: 1105402	Escrow Assistant Name: Mardi Houston Escrow Assistant Number: (303)876-1168
Commitment Number: NCS-1155571-CO	Escrow Assistant Email: mhouston@firstam.com
Issuing Office File Number: NCS-1155571-CO	Title Officer Name: Maximilian Parmenter
Property Address: 10691 Melody Drive, Northglenn, CO 80234	Title Officer Number: (303)304-3692 Title Officer Email: mparmenter@firstam.com
Revision Number:	Title Assistant Name: Emma Philipp Title Assistant Number: (412)789-7613 Title Assistant Email: ephilipp@firstam.com

SCHEDULE A

1. Commitment Date: November 09, 2022 at 5:00 P.M.
2. Policy to be issued:
 - a. ALTA® Owner's Policy (7-1-21)
Proposed Insured: HG AA Northglenn, LLC, a Delaware limited liability company
Proposed Amount of Insurance: \$2,800,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Loan Policy (7-1-21)
Proposed Insured: A Lender To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, [at the Commitment Date, vested in:](#)

Lisa Cook, and Jay Perlmutter, and Vicki Perlmutter also known as Vicki Dansky, and Craig Morrison LLC, a Colorado limited liability company, and The Perlmutter Family LLC, a Colorado limited liability company, and Jay and Lisa Perlmutter Descendants' Trust, and JEWISHcolorado, a Colorado non-profit corporation, as their interests may appear

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5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Form 50095700 (12-17-21)

Page 2 of 16



Commitment No. NCS-1155571-CO

EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

That portion of Tract "C", RESUBDIVISION OF LOT 1, BLOCK 47, LOTS 2-39, BLOCK 48, AND BLOCKS 49, 50, 51, 52 AND 53, NORTH GLENN - FIFTH FILING, Adams County, Colorado, described as follows:

Beginning at the Southeast corner of said Tract "C" which point is also the Northeast corner of Tract "B" of said Subdivision; Thence Westerly and perpendicular to the West line of Melody Drive and perpendicular to the East line of said Tract "C" a distance of 430.00 feet' Thence on an angle to the left of 48°22'00" a distance of 120.42 feet; Thence on an angle to the right of 138°22'00" a distance of 338.38 feet; Thence on an angle to the left of 90°00'00" a distance of 92.00 feet; Thence on an angle to the right of 103°19'19" a distance of 236.36 feet to a point on the East line of said Tract "C"; Thence on an angle to the right of 76°40'41" and on the East line of said Tract "C" a distance of 285.91 feet to the Point of Beginning, LESS AND EXCEPT THAT PORTION described in Personal Representative's Deed recorded April 15, 2016 at Reception No. [2016000028274](#) and Special Warranty Deed recorded April 15, 2016 at Reception No. [2016000028725](#) in the records of the office of the Clerk and Recorder, County of Adams, State of Colorado.

For informational purposes only: APNs: 0171910304029 and 0171910304030

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Form 50095700 (12-17-21)

Page 3 of 16



Commitment No. NCS-1155571-CO

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

6. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
7. Evidence that all assessments for common expenses, if any, have been paid.
8. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
9. Evidence satisfactory to the Company that the Estate of Jordan Perlmutter is not subject to the Federal Estate Tax or that the Federal Estate Tax has been satisfied.
10. Receipt by the Company of the following documentation for Craig Morrison LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

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Form 50095700 (12-17-21)

Page 4 of 16



11. Receipt by the Company of the following documentation for The Perlmutter Family LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

12. Receipt by the Company of a Corporate Resolution executed by the officers of JEWISHcolorado, a Colorado non-profit corporation, authorizing the transaction herein contemplated and setting forth the names and authority of those authorized to sign for the corporation.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

13. Receipt by the Company of the following documentation for JEWISHcolorado, a Colorado non-profit corporation:

Certificate of Incorporation issued by the Colorado Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

14. Receipt by the Company of the following documentation for Jay and Lisa Perlmutter Descendants' Trust:

Trust Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

15. Recordation of a Statement of Authority for Jay and Lisa Perlmutter Descendants' Trust, evidencing the existence of the Trust and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the Trust, and containing the other information required by C.R.S. §38-30-172 and/or C.R.S. §38-30-108.5.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

16. Receipt by the Company of the following documentation for HG AA Northglenn, LLC, a Delaware limited liability company:

Operating Agreement, and all amendments thereto, if any.

Certificate of Good Standing issued by the Delaware Secretary of State.

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NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

17. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Lisa Cook, and Jay Perlmutter, and Vicki Perlmutter also known as Vicki Dansky.
18. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Jay Perlmutter.
19. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Vicki Perlmutter also known as Vicki Dansky.
20. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Craig Morrison LLC, a Colorado limited liability company.
21. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by The Perlmutter Family LLC, a Colorado limited liability company.
22. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by JEWISHcolorado, a Colorado non-profit corporation.
23. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Jay and Lisa Perlmutter Descendants' Trust.
24. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by HG AA Northglenn, LLC, a Delaware limited liability company.
25. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

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Form 50095700 (12-17-21)

Page 6 of 16



Commitment No. NCS-1155571-CO

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.
9. Any tax, lien, fee or assessment by reason of inclusion of subject property in the North Glenn Metropolitan District, as evidenced by instrument recorded November 15, 1960 in [Book 878 at Page 240](#).

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Form 50095700 (12-17-21)

Page 7 of 16



10. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Resubdivision of Lot 1, Block 47; Lots 2-39 Block 48 and Blocks 49, 50, 51, 52 and 53, North Glenn-Fifth Filing, recorded April 1, 1967 Reception No. [807546](#).
11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded November 27, 1970 in [Book 1647 at Page 101](#).
12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Utility Easement recorded July 25, 1972 in [Book 1809 at Page 33](#).
13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Utility Easement recorded July 25, 1972 in [Book 1809 at Page 36](#).
14. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded December 19, 1972 in [Book 1835 at Page 859](#).
15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded March 27, 1974 in [Book 1920 at Page 557](#).
16. Terms, conditions, provisions, obligations and agreements as set forth in the Grant of Easement for Construction and Maintenance of a Road recorded December 12, 1974 in [Book 1968 at Page 36](#).
17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded April 9, 1975 in [Book 1986 at Page 846](#).
18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded May 7, 1976 in [Book 2062 at Page 304](#).
19. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded December 13, 1976 in [Book 2109 at Page 466](#).
20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded November 17, 1978 in [Book 2293 at Page 986](#).
21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Agreement recorded November 4, 1985 in [Book 3069 at Page 242](#).
22. Terms, conditions, provisions, obligations and agreements as set forth in the Lease evidenced by Memorandum of PCS Site Agreement recorded August 8, 1996 in [Book 4812 at Page 903](#) and re-recorded September 25, 1996 in [Book 4845 at Page 164](#) and First Amendment to PCS Site Agreement recorded February 11, 2010 at Reception No. [201000009414](#).
23. Terms, conditions, provisions, obligations and agreements as set forth in the Lease evidenced by Memorandum of Lease recorded May 12, 2004 at Reception No. [20040512000348410](#).

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Form 50095700 (12-17-21)

Page 8 of 16



24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded December 8, 2008 at Reception No. [2008000095164](#).
25. Terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Public Service Company of Colorado Easement recorded December 8, 2008 at Reception No. [2008000095165](#).
26. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Cross Access Agreement recorded April 15, 2016 at Reception No. [2016000028723](#).

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Form 50095700 (12-17-21)

Page 9 of 16



DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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

C.R.S. 10-11-122 (4), 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.

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

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, 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:

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Form 50095700 (12-17-21)

Page 10 of 16



- 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 the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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Page 11 of 16



**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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Form 50095700 (12-17-21)

Page 13 of 16



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

4. **COMPANY'S RIGHT TO AMEND**

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

5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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Form 50095700 (12-17-21)

Page 14 of 16



- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Form 50095700 (12-17-21)

Page 15 of 16



11. ARBITRATION

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

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Form 50095700 (12-17-21)

Page 16 of 16



**Transaction Identification Data, for which the Company assumes no liability as set forth in
Commitment Condition 5.e.:**

Issuing Agent: First American Title Insurance Company National Commercial Services	Escrow Officer Name: Kathryn Miller Escrow Officer Number: (303)876-1120
Issuing Office: 1380 17th Street, Denver, CO 80202	Escrow Officer Email: katiemiller@firstam.com
Issuing Office's ALTA® Registry ID: 1105402	Escrow Assistant Name: Mardi Houston Escrow Assistant Number: (303)876-1168
Commitment Number: NCS-1155578-CO	Escrow Assistant Email: mhouston@firstam.com
Issuing Office File Number: NCS-1155578-CO	Title Officer Name: Maximilian Parmenter
Property Address: 10699 Melody Drive, Northglenn, CO 80234	Title Officer Number: (303)304-3692 Title Officer Email: mparmenter@firstam.com
Revision Number:	Title Assistant Name: Emma Philipp Title Assistant Number: (412)789-7613 Title Assistant Email: ephilipp@firstam.com

SCHEDULE A

1. Commitment Date: November 09, 2022 at 5:00 P.M.
2. Policy to be issued:
 - a. ALTA® Owner's Policy (7-1-21)
Proposed Insured: A Purchaser To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Loan Policy (7-1-21)
Proposed Insured: A Lender To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple, as to Parcels I-A and II and Easement, as to Parcels I-B and I-C
4. The Title is, [at the Commitment Date, vested in:](#)

Concentus Partners, LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

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Form 50095700 (12-17-21)

Page 1 of 15



Commitment No. NCS-1155578-CO

EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

A portion of Parcel I-A:

That portion of Tract "C", RESUBDIVISION OF LOT 1, BLOCK 47, LOTS 2-39, BLOCK 48, AND BLOCKS 49, 50, 51, 52 AND 53, NORTH GLENN - FIFTH FILING, described as follows:

Beginning at the Northeast corner of said Tract "C"; thence Southerly, on the East line of said Tract "C" and on a curve to the left, with a radius of 605.00 feet, a central angle of 09°28'13", an arc distance of 100.00 feet; thence Northwesterly on a radial line from said curve a distance of 180.00 feet; thence on an angle to the left of 96°39'26", a distance of 120.00 feet; thence on an angle to the left of 83°20'07" a distance of 177.95 feet to a point on the East line of said Tract "C"; thence Southerly on the East line of said Tract "C" and on a curve to the left with a radius of 605.00 feet, a central angle of 01°57'00", an arc distance of 20.59 feet to a point of tangent; thence Southerly on said tangent a distance of 10.16 feet; thence on an angle to the right of 103°19'19", a distance of 236.36 feet; thence on an angle to the left of 103°19'19", a distance of 92.00 feet; thence on an angle to the right of 90°00'00", a distance of 280.00 feet; thence on an angle to the right of 90°00'00", a distance of 517.14 feet; thence on an angle to the right of 43°24'30", a distance of 21.49 feet; thence on an angle to the right of 71°24'08", a distance of 597.60 feet to the Point of Beginning,
County of Adams,
State of Colorado.

Parcel I-B:

The beneficial easement for a roadway created by Grant of Easement for Construction and Maintenance of Road, recorded December 12, 1974, in [Book 1968, at Page 36](#), County of Adams, State of Colorado.

Parcel I-C:

The beneficial easement for parking created by Agreement recorded November 4, 1985, in [Book 3069 at Page 242](#), County of Adams, State of Colorado.

Parcel II:

That portion of Tract "C", RESUBDIVISION OF LOT 1, BLOCK 47, LOTS 2-39, BLOCK 48, AND BLOCKS 49, 50, 51, 52 AND 53, NORTH GLENN - FIFTH FILING, described as follows:

Beginning at the Southeast corner of Tract "C", on the Westerly line of Melody Drive (also being the Northeast corner of Tract "B"); thence Northerly, on the Easterly line of Tract "C", a distance of 296.07 feet to a the point of curve; thence continuing Northerly along the Easterly line of Tract "C", on a curve to the right with a radius of 605.00 feet, a central angle of 13°18'52", an arc distance of 20.59 feet to the

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true Point of Beginning; thence continuing Northerly on the Easterly line of Tract "A" on said curve an arc distance of 120 feet; thence Westerly on a radial line from said curve a distance of 180.00 feet; thence Southerly on an angle to the left of 96°39'26", a distance of 120 feet; thence Easterly on angle to the left of 83°20'34", a distance of 180.00 feet to the true Point of Beginning,
County of Adams,
State of Colorado.

For informational purposes only: APNs: 0171910304012, 0171910304026, 0171910304027 and 0171910304025

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Form 50095700 (12-17-21)

Page 3 of 15



Commitment No. NCS-1155578-CO

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.

NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.

6. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
7. Evidence that all assessments for common expenses, if any, have been paid.
8. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
9. Recordation of a Partial Release of the Deed of Trust from Concentus Partners, LLC, a Colorado limited liability company to the Public Trustee of Adams County for the use of JPMorgan Chase Bank, N.A. to secure an indebtedness in the principal sum of \$4,250,000.00, and any other amounts and/or obligations secured thereby, dated August 28, 2018 and recorded August 31, 2018 at Reception No. [2018000070799](#), to release the property described herein.
10. Receipt by the Company of the following documentation for Concentus Partners, LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

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Form 50095700 (12-17-21)

Page 4 of 15



NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

11. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Conventus Partners, LLC, a Colorado limited liability company.
12. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by a Borrower To Be Determined.
13. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

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Form 50095700 (12-17-21)

Page 5 of 15



Commitment No. NCS-1155578-CO

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.
9. Any tax, lien, fee or assessment by reason of inclusion of subject property in the North Glenn Metropolitan District, as evidenced by instrument recorded November 15, 1960 in [Book 878 at Page 240](#).

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Form 50095700 (12-17-21)

Page 6 of 15



10. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Resubdivision of Lot 1, Block 47; Lots 2-39 Block 48 and Blocks 49, 50, 51, 52 and 53, North Glenn-Fifth Filing, recorded April 1, 1967 Reception No. [807546](#).
11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded November 27, 1970 in [Book 1647 at Page 101](#).
12. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Utility Easement recorded July 25, 1972 in [Book 1809 at Page 33](#).
13. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Utility Easement recorded July 25, 1972 in [Book 1809 at Page 36](#).
14. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded December 19, 1972 in [Book 1835 at Page 859](#).
15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded March 27, 1974 in [Book 1920 at Page 557](#).
16. Terms, conditions, provisions, obligations and agreements as set forth in the Grant of Easement for Construction and Maintenance of a Road recorded December 12, 1974 in [Book 1968 at Page 36](#).
17. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded April 9, 1975 in [Book 1986 at Page 846](#).
18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded May 7, 1976 in [Book 2062 at Page 304](#).
19. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded December 13, 1976 in [Book 2109 at Page 466](#).
20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded November 17, 1978 in [Book 2293 at Page 986](#).
21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Agreement recorded November 4, 1985 in [Book 3069 at Page 242](#).
22. Terms, conditions, provisions, obligations and agreements as set forth in the Lease evidenced by Memorandum of PCS Site Agreement recorded August 8, 1996 in [Book 4812 at Page 903](#) and re-recorded September 25, 1996 in [Book 4845 at Page 164](#) and First Amendment to PCS Site Agreement recorded February 11, 2010 at Reception No. [201000009414](#).
23. Terms, conditions, provisions, obligations and agreements as set forth in the Lease evidenced by Memorandum of Lease recorded May 12, 2004 at Reception No. [20040512000348410](#).

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Form 50095700 (12-17-21)

Page 7 of 15



24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded December 8, 2008 at Reception No. [2008000095164](#).
25. Terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Public Service Company of Colorado Easement recorded December 8, 2008 at Reception No. [2008000095165](#).
26. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Cross Access Agreement recorded April 15, 2016 at Reception No. [2016000028723](#).

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Form 50095700 (12-17-21)

Page 8 of 15



DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

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

C.R.S. 10-11-122 (4), 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.

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

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, 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:

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- 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 the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50095700 (12-17-21)

Page 10 of 15



**ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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, First American Title Insurance Company, a Nebraska 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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Form 50095700 (12-17-21)



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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Form 50095700 (12-17-21)

Page 12 of 15



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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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Form 50095700 (12-17-21)

Page 13 of 15



- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Form 50095700 (12-17-21)

Page 14 of 15



11. ARBITRATION

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

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Form 50095700 (12-17-21)

Page 15 of 15

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-95
Series of 2024

Series of 2024

A RESOLUTION VACATING A DRAINAGE EASEMENT GRANTED TO THE CITY OF NORTHGLENN FOR THE HEADWATERS NORTHGLENN INDEPENDENT LIVING DEVELOPMENT AT 10691 MELODY DRIVE

WHEREAS, the City of Northglenn (the "City") currently holds a drainage easement (the "Easement") granted by HG AA Northglenn, LLC for the development of the Headwaters Northglenn Independent Living project;

WHEREAS, the Easement was recorded with the Adams County Clerk and Recorder on January 31, 2024, Reception No. 202400005111, as part of the Headwaters Northglenn Independent Living Subdivision Amendment No. 1 Final Plat;

WHEREAS, a revised drainage easement, necessitated by the revised location of underwater detention, has been accepted by the City and the previously planned drainage easement requires City Council approval to be vacated;

WHEREAS, the City Council held a public hearing on June 10, 2024, in accordance with Section 11-6-6 of the Northglenn Municipal Code, to consider the drainage easement vacation request and receive public input; and

WHEREAS, the City does not foresee that there will be a need for the previously planned drainage easement, and City Council finds that the vacation of the Easement is appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. City Council finds that the Easement described in **Exhibit A**, attached hereto, is no longer necessary for the public use and therefore vacates the Easement.

Section 2. City Council directs the City Clerk to forthwith record a certified copy of this Resolution or other appropriate certificate with the Adams County Clerk and Recorder.

DATED, at Northglenn, Colorado, this _____ day of _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EXHIBIT A

PARCEL DESCRIPTION

THAT DRAINAGE EASEMENT DEDICATED IN HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION AS RECORDED AT RECEPTION NO. 202400005111 OF THE RECORDS OF ADAMS COUNTY, COLORADO, BEING A PORTION OF LOT 2, BLOCK 1, AND LOT 3, BLOCK 1, SAID HEADWATERS NORTHGLENN INDEPENDENT LIVING SUBDIVISION, LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 1, AS MONUMENTED BY A FOUND HOLE IN CONCRETE WITH BROKEN REBAR, WHENCE THE NORTH CORNER OF SAID BLOCK 1, AS MONUMENTED BY A FOUND 1" YELLOW PLASTIC CAP, ILLEGIBLE, BEARS N 65°33'05" W, A DISTANCE OF 597.60 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE EAST LINE OF SAID BLOCK 1 THE FOLLOWING TWO (2) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 22°47'04", A RADIUS OF 605.00 FEET, AN ARC LENGTH OF 240.59 FEET; AND A CHORD BEARING AND DISTANCE OF S 11°01'51" W, 239.00 FEET;
- 2) S 00°21'43" E, A DISTANCE OF 104.57 FEET TO THE EASTERLY NORTHEAST CORNER OF SAID DRAINAGE EASEMENT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE PERIMETER OF SAID DRAINAGE EASEMENT THE FOLLOWING SIXTY-SEVEN (67) COURSES:

- 1) ALONG SAID EAST LINE S 00°21'43" E, A DISTANCE OF 12.63 FEET;
- 2) DEPARTING SAID EAST LINE S 54°56'07" W, A DISTANCE OF 16.99 FEET;
- 3) S 77°11'30" W, A DISTANCE OF 29.04 FEET;
- 4) S 89°35'18" W, A DISTANCE OF 9.92 FEET;
- 5) N 00°24'42" W, A DISTANCE OF 3.13 FEET;
- 6) S 89°45'02" W, A DISTANCE OF 11.14 FEET;
- 7) N 00°14'58" W, A DISTANCE OF 4.40 FEET;
- 8) S 89°45'02" W, A DISTANCE OF 15.49 FEET;
- 9) N 00°14'58" W, A DISTANCE OF 36.39 FEET;
- 10) N 89°09'38" E, A DISTANCE OF 14.25 FEET;
- 11) N 79°58'10" W, A DISTANCE OF 18.88 FEET;
- 12) S 89°35'18" W, A DISTANCE OF 4.54 FEET;
- 13) N 00°24'42" W, A DISTANCE OF 10.00 FEET;
- 14) N 89°35'18" E, A DISTANCE OF 5.46 FEET;
- 15) S 79°58'10" E, A DISTANCE OF 17.98 FEET;
- 16) N 00°14'58" W, A DISTANCE OF 17.35 FEET;
- 17) S 89°45'02" W, A DISTANCE OF 4.75 FEET;
- 18) N 00°14'58" W, A DISTANCE OF 7.12 FEET;
- 19) S 89°45'02" W, A DISTANCE OF 9.50 FEET;
- 20) N 00°14'58" W, A DISTANCE OF 7.12 FEET;
- 21) S 89°45'02" W, A DISTANCE OF 9.50 FEET;
- 22) N 00°14'58" W, A DISTANCE OF 60.53 FEET;
- 23) N 89°45'02" E, A DISTANCE OF 9.50 FEET;
- 24) N 00°14'58" W, A DISTANCE OF 7.12 FEET;
- 25) N 89°45'02" E, A DISTANCE OF 9.50 FEET;
- 26) N 00°14'58" W, A DISTANCE OF 7.12 FEET;
- 27) N 89°45'02" E, A DISTANCE OF 15.21 FEET;
- 28) N 00°14'58" W, A DISTANCE OF 11.78 FEET;
- 29) N 89°45'02" E, A DISTANCE OF 4.05 FEET;
- 30) N 11°46'05" E, A DISTANCE OF 24.45 FEET;
- 31) N 78°49'37" W, A DISTANCE OF 26.68 FEET;
- 32) N 11°10'23" E, A DISTANCE OF 19.46 FEET;
- 33) N 78°49'37" W, A DISTANCE OF 4.75 FEET;
- 34) N 11°10'23" E, A DISTANCE OF 22.49 FEET;
- 35) N 78°38'49" W, A DISTANCE OF 2.03 FEET;
- 36) N 60°13'56" W, A DISTANCE OF 8.32 FEET;
- 37) N 85°47'48" W, A DISTANCE OF 10.00 FEET;
- 38) N 04°12'12" E, A DISTANCE OF 11.91 FEET;
- 39) S 85°47'48" E, A DISTANCE OF 8.29 FEET;
- 40) S 60°13'56" E, A DISTANCE OF 13.38 FEET;
- 41) S 78°38'49" E, A DISTANCE OF 6.27 FEET;
- 42) S 11°21'11" W, A DISTANCE OF 3.10 FEET;
- 43) S 78°49'37" E, A DISTANCE OF 46.81 FEET;
- 44) N 11°10'23" E, A DISTANCE OF 3.10 FEET;
- 45) S 79°01'13" E, A DISTANCE OF 11.55 FEET;


PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT


(CONTINUED)

SHEET 1 OF 4

EXHIBIT A

- 46) S 11°10'23" W, A DISTANCE OF 10.00 FEET;
- 47) N 79°01'13" W, A DISTANCE OF 5.15 FEET;
- 48) S 11°10'23" W, A DISTANCE OF 41.96 FEET;
- 49) N 78°49'37" W, A DISTANCE OF 17.67 FEET;
- 50) S 11°46'05" W, A DISTANCE OF 22.43 FEET;
- 51) N 89°45'02" E, A DISTANCE OF 20.11 FEET;
- 52) S 00°14'58" E, A DISTANCE OF 79.43 FEET;
- 53) S 89°45'02" W, A DISTANCE OF 19.60 FEET;
- 54) S 00°14'58" E, A DISTANCE OF 10.63 FEET;
- 55) N 89°45'02" E, A DISTANCE OF 19.60 FEET;
- 56) S 00°14'58" E, A DISTANCE OF 25.55 FEET;
- 57) S 89°45'02" W, A DISTANCE OF 4.75 FEET;
- 58) S 00°14'58" E, A DISTANCE OF 7.12 FEET;
- 59) S 89°45'02" W, A DISTANCE OF 12.31 FEET;
- 60) S 54°10'58" E, A DISTANCE OF 22.80 FEET;
- 61) N 89°57'13" E, A DISTANCE OF 3.37 FEET;
- 62) S 00°15'07" E, A DISTANCE OF 10.00 FEET;
- 63) S 89°51'10" W, A DISTANCE OF 6.63 FEET;
- 64) N 54°10'58" W, A DISTANCE OF 27.05 FEET;
- 65) S 00°14'58" E, A DISTANCE OF 32.13 FEET;
- 66) N 77°11'30" E, A DISTANCE OF 25.99 FEET;
- 67) N 54°03'37" E, A DISTANCE OF 22.31 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,756 SQUARE FEET OR 0.2928 ACRE, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

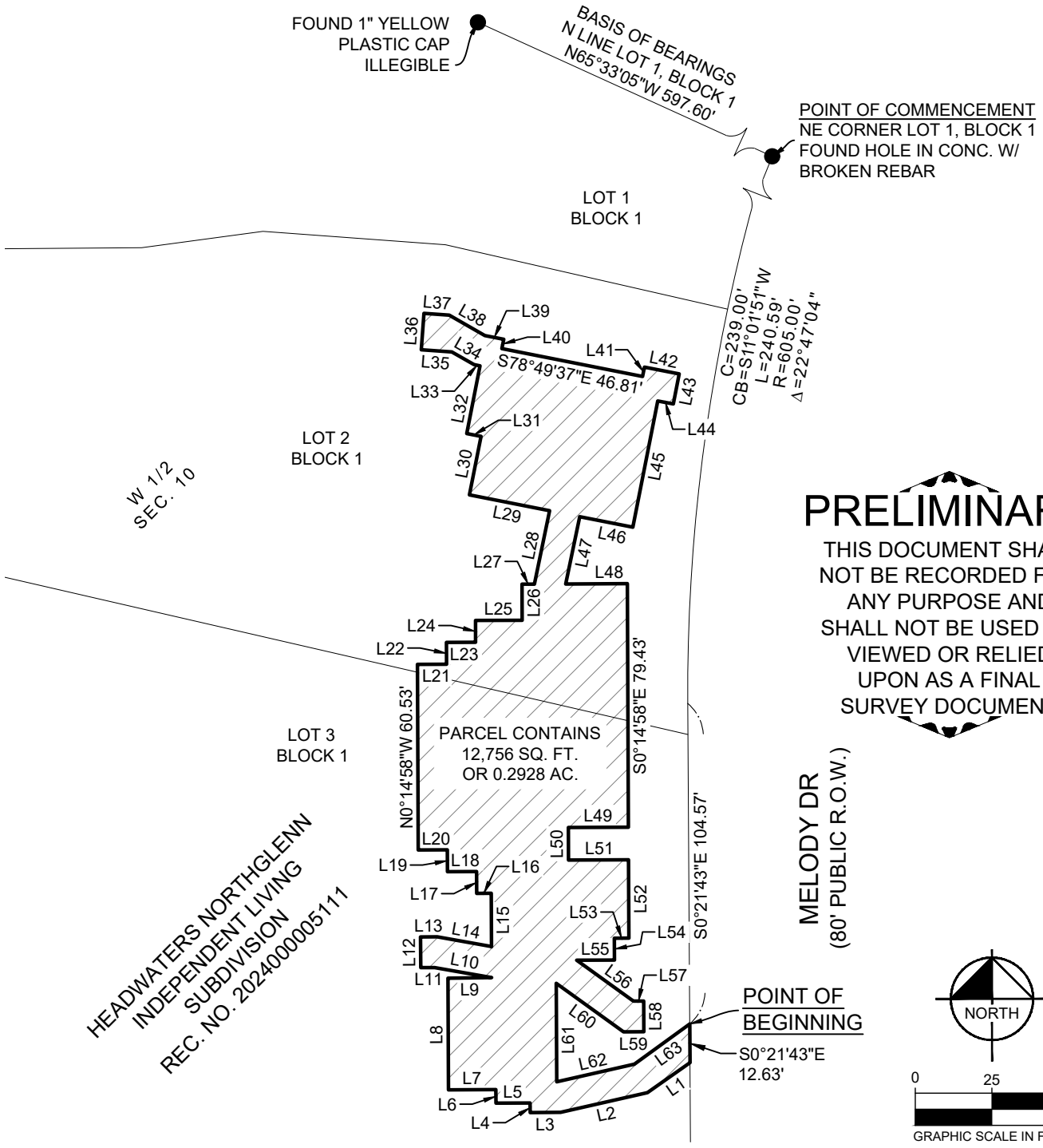
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SURVEY DOCUMENT

DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT A

A PORTION OF LOT 2 AND LOT 3, BLOCK 1, HEADWATERS NORTHGLENN LIVING SUBDIVISION, LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO



PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

HEADWATERS NORTHGLENN
INDEPENDENT LIVING
SUBDIVISION
REC. NO. 2024000005111

NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

6200 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	PTM	DRW	Feb. 2024	196502002	3 OF 4

LINE TABLE

A PORTION OF LOT 2 AND LOT 3, BLOCK 1, HEADWATERS NORTHGLENN LIVING SUBDIVISION,
LOCATED IN THE WEST HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE
6TH P.M., CITY OF NORTHGLENN, COUNTY OF ADAMS, STATE OF COLORADO

LINE TABLE		
NO.	BEARING	LENGTH
L1	S54°56'07"W	16.99'
L2	S77°11'30"W	29.04'
L3	S89°35'18"W	9.92'
L4	N00°24'42"W	3.13'
L5	S89°45'02"W	11.14'
L6	N00°14'58"W	4.40'
L7	S89°45'02"W	15.49'
L8	N00°14'58"W	36.39'
L9	N89°09'38"E	14.25'
L10	N79°58'10"W	18.88'
L11	S89°35'18"W	4.54'
L12	N00°24'42"W	10.00'
L13	N89°35'18"E	5.46'
L14	S79°58'10"E	17.98'
L15	N00°14'58"W	17.35'
L16	S89°45'02"W	4.75'
L17	N00°14'58"W	7.12'
L18	S89°45'02"W	9.50'
L19	N00°14'58"W	7.12'
L20	S89°45'02"W	9.50'
L21	N89°45'02"E	9.50'

LINE TABLE		
NO.	BEARING	LENGTH
L22	N00°14'58"W	7.12'
L23	N89°45'02"E	9.50'
L24	N00°14'58"W	7.12'
L25	N89°45'02"E	15.21'
L26	N00°14'58"W	11.78'
L27	N89°45'02"E	4.05'
L28	N11°46'05"E	24.45'
L29	N78°49'37"W	26.68'
L30	N11°10'23"E	19.46'
L31	N78°49'37"W	4.75'
L32	N11°10'23"E	22.49'
L33	N78°38'49"W	2.03'
L34	N60°13'56"W	8.32'
L35	N85°47'48"W	10.00'
L36	N04°12'12"E	11.91'
L37	S85°47'48"E	8.29'
L38	S60°13'56"E	13.38'
L39	S78°38'49"E	6.27'
L40	S11°21'11"W	3.10'
L41	N11°10'23"E	3.10'
L42	S79°01'13"E	11.55'

LINE TABLE		
NO.	BEARING	LENGTH
L43	S11°10'23"W	10.00'
L44	N79°01'13"W	5.15'
L45	S11°10'23"W	41.96'
L46	N78°49'37"W	17.67'
L47	S11°46'05"W	22.43'
L48	N89°45'02"E	20.11'
L49	S89°45'02"W	19.60'
L50	S00°14'58"E	10.63'
L51	N89°45'02"E	19.60'
L52	S00°14'58"E	25.55'
L53	S89°45'02"W	4.75'
L54	S00°14'58"E	7.12'
L55	S89°45'02"W	12.31'
L56	S54°10'58"E	22.80'
L57	N89°57'13"E	3.37'
L58	S00°15'07"E	10.00'
L59	S89°51'10"W	6.63'
L60	N54°10'58"W	27.05'
L61	S00°14'58"E	32.13'
L62	N77°11'30"E	25.99'
L63	N54°03'37"E	22.31'

PRELIMINARY

THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

NOTES:

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

2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	PTM	DRW	Feb. 2024	196502002	4 OF 4