

Community & Economic Development Department
4430 S. Adams County Pkwy.
1st Floor, Suite W2000B
Brighton, CO 80601
PHONE 720.523.6800
EMAIL epermitcenter@adcogov.org
adcogov.org

Request for Comments

Case Name: Little Pecos Subdivision and Rezoning

Project Number: PRC2024-00018

April 17, 2025

The Adams County Planning Commission is requesting comments on the following application:

1. Minor Subdivision Final Plat to create a 1kc lot subdivision on 3.3 acres. 2. Zoning map amendment (rezone) to change the zoning designation of approximately 2.5 acres from Residential-1-C to Industrial-% This request is located at 2051 W 56TH AVE. The Assessor's Parcel Number is 0182509300014, 0182509300059, 0182509300060, 0182509310001.

Applicant Information: SEAN FLANAGANÁ
308 W JUAN WAY

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by **5/8/2025** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to DDeBoskey@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/current-land-use-cases.

Si usted tiene preguntas, por favor escribanos un correo electrónico a cedespanol@adcogov.org para asistencia en español. Por favor incluya su dirección o número de caso para poder ayudarle mejor.

Thank you for your review of this case.

CSWM Properties, LLC, represented by Flanagan Real Estate, respectfully submits this application for a zoning adjustment and minor subdivision for the proposed development project located at 5671 Tejon Street in unincorporated Adams County.

Project Overview: CSWM Properties, LLC seeks to revise the current zoning designation for three of the four parcels within the project boundary to align with the anticipated use of the site. The proposed rezoning will be processed concurrently with a minor subdivision application to consolidate three of the existing four parcels into a single development parcel. Parcel #: 0182509310001 currently zoned as I2, and combine the south parcels Parcel #: 0182509300059, Parcel #: 0182509300060, & Parcel #: 0182509300014 into one new parcel.

Location: The property is situated at the northwest corner of 56th Avenue and Tejon Street, approximately 1.4 miles west of Interstate 25, and midway between Interstate 76 to the north and Interstate 70 to the south. The site currently consists of four parcels spanning three different zoning districts and is surrounded by:

- I-2 zoning to the north and east,
- I-1 zoning to the west,
- C-4 zoning to the south.

Current Zoning and Proposed Changes: Three of the undeveloped parcels within the project boundary are currently zoned R-1-C. **CSWM Properties seeks to rezone these parcels to I-1, consistent with the 2022 Adams County Comprehensive Plan**, the fourth parcel will remain unchanged as I-2 zoned. This change will ensure a zoning reduction in industrial land use intensity between the I2 acreage surrounding the property and the singular residential home southeast across W 56th Street.

Property Background: The four parcels were created through a land division prior to 1972. The northernmost parcel, located within I-2 zoning, is part of the Leeper Subdivision (Block 1, Lot 1) and currently hosts a distribution facility permitted under I-2 zoning. Discussions are underway with the existing tenant regarding potential leasing and expansion opportunities within the newly proposed facility, contingent upon successful entitlement approvals. The remaining parcels, not part of an established subdivision, default to R-1-C zoning without formally designated permitted uses.

Surrounding Land Uses:

- To the north: A large distribution center operated by Pepsi Co.
- To the east: Leased warehouse and distribution centers.
- To the west: A warehouse and distribution center for decorative rugs.

All adjacent uses are compatible with the proposed I-1 designation.

Benefits of the Proposed Rezone: Approval of this rezoning application will:

- Provide complementary industrial zoning uses across the entire development site, allowing the existing user on site to remain and potentially expand operations in the newly proposed facility.
- Align with surrounding I-2 properties to the north and east and maintain compatibility with I-1 zoning to the west.
- Support light industrial uses due to proximity to major interstate systems while maintaining appropriate separation from residential areas.

Minor Subdivision Application: The minor subdivision application will rectify the illegal parcel divisions established prior to 1972, consolidating the three parcels into a single, legally created parcel under one ownership. This consolidation, in conjunction with the rezoning and a forthcoming Change in Use application, will establish clear and consistent development standards for future site improvements.

At this stage, the minor subdivision proposes only to redefine property boundaries, with future easements and full development details and a replat to be addressed once a comprehensive development plan is finalized.

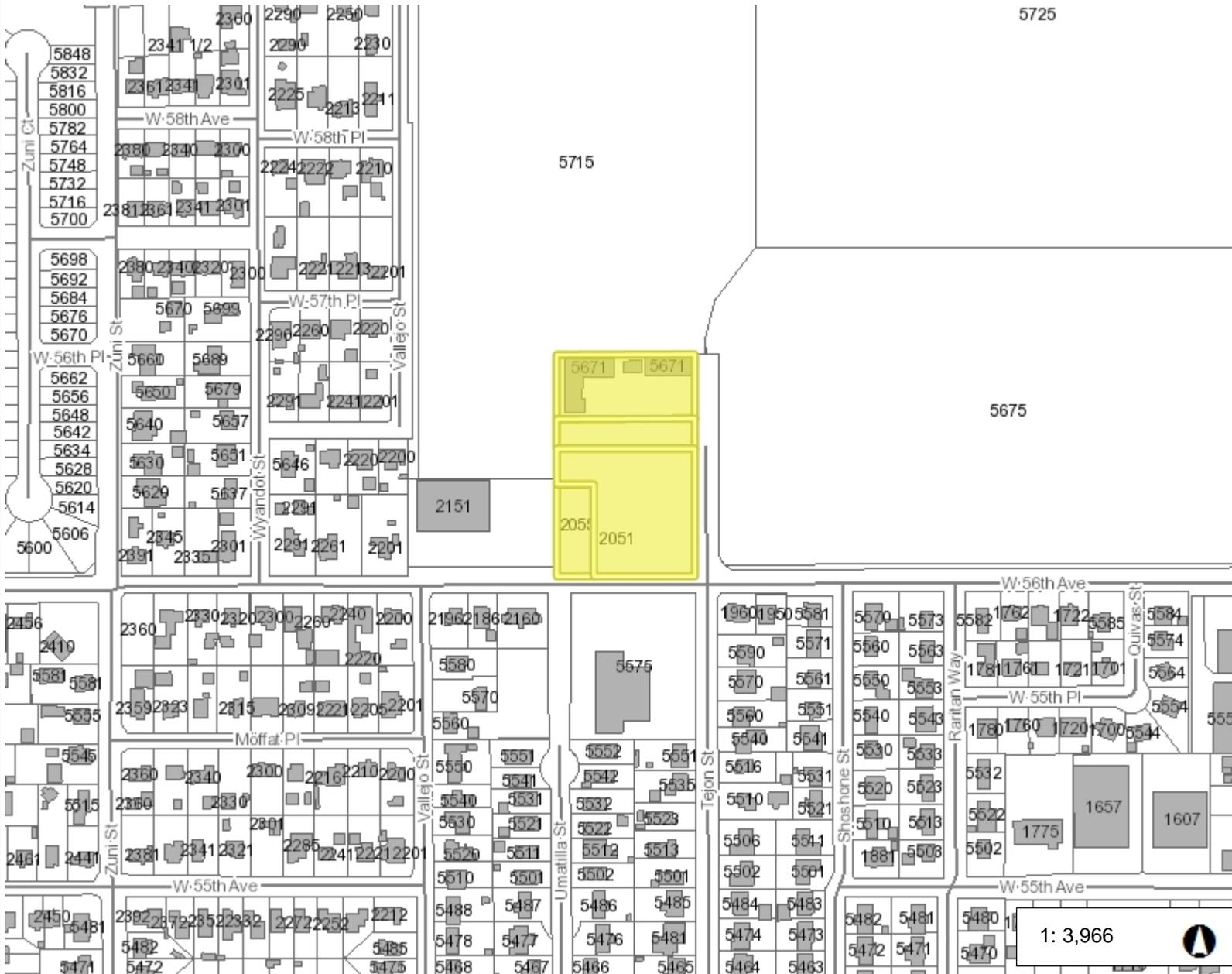
Impact Considerations: The proposed development will:

- Replace the existing undeveloped acreage with compatible new industrial facilities.
- Have minimal impact on traffic, noise, or views for adjacent residential areas.
- Will eliminate the current activity of semi-trucks parked and idling from neighboring facilities on Tejon St, as blocking access and operations of the project site won't be allowed going forward.
- Include land dedication and improvements to the 56th Avenue right-of-way, enhancing the buffer between industrial and residential uses.

CSWM Properties, LLC appreciates the County's consideration of this application and looks forward to contributing to the continued growth and development of Adams County.

Included with this resubmission (3rd) of the land use applications are the following:

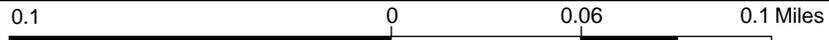
- Resubmittal Form COVER
- This written narrative combined for both applications
- Restated County Staff Comments- **w/ direct responses in red** (this specific letter and its contents will additionally be restated in full within the submission email directly to county planning staff.
- Development Plan / Site Plan (New Plan Update Presented)
- Plat (including all red comment responses to staff comments)
- Parking/ Landscaping Plan (New Plan Update Presented)
- Engineering Documents:
 - Will Serve Letters (reattached)
 - Title Commitment (reattached Dated 1/8/25)
 - Conceptual Detention and Drainage Plan (New)
 - Conceptual Renderings & Internal Uses (New)
 - Simple proposed building elevations (New)
 - Operating Agreement for CSWM Properties LLC (New)



Legend

- Address
- Highways
 - Interstate
 - Highway
 - Tollway
- Streets
 - Streets
 - Ramp
- Building
- County Parks and Open Space
- Small Lakes
- Major Lakes
- Rivers
 - Canal
 - Ditch
 - Primary Creek
 - River
 - Secondary Creek
 - Stream
- Parcels
- County Boundary

1: 3,966



Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION



Re-submittal Form

Case Name/ Number: _____

Case Manager: _____

Re-submitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement (Microsoft Word version)
- Other: _____

*** All re-submittals must have this cover sheet and a cover letter addressing review comments.**

Please note the re-submittal review period is 21 days.

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only: Date Accepted: Staff (accepting intake): Resubmittal Active: <u>Engineering; Planner; Right-of-Way; Addressing; Building Safety;</u> Neighborhood Services; Environmental; Parks; <u>Attorney</u> ; Finance; <u>Plan Coordination</u>

April 8, 2025

Application for Re-Zone and Minor Subdivision 3rd Submission for Little Pecos Industrial Park

Dear Adams County Planning Department,

Recitals:

On 11/4/2024 two land use applications were initially submitted; Rezone and Minor Subdivision.

Including the following required documentation:

- 2 Development Applications Executed (Rezone & Minor Subdivision)
- 2 Written Explanations (Rezone & Minor Subdivision)
- Conceptual Site & Parking Plan with concrete wing wall dock shielding and separated auto vs truck access and routing details, RIRO on W 56th for Autos only, Truck traffic will be prohibited via signage and concrete bollards preventing drivability of the sites West side by trucks.
- Full site landscaping plan, showing W56th frontage berming and vegetative screening
- Proof of Ownership
- Proof of Water & Sewer Services
- Final Plat & Legal Description
- Certificate of Taxes Paid
- Title Commitment date 7/22/24
- Neighborhood Meeting Summary
- Traffic Impact Study (Full study, not just a trip generation analysis)
- Level 1 Drainage Plan, including a water quality improvement feature on the NE parcel corner.
- CO Geological Survey Payment Receipt
- Photometric Lighting Plan
- Conceptual Rendering - SW Perspective
- NSEW perspective building elevations
- Application fees paid to Adams County (\$1,600 & \$1,600 + processing fees)
- A third land use application USE2024-00032 was submitted but was returned as a misguided staff instruction on timing. This project team was told it would need to be resubmitted and could be administratively approved but after the rezone was approved.

On 2/10/2025 two land use applications were resubmitted; Rezone and Minor Subdivision.

Including the following required documentation:

- Resubmittal Form COVER
- This written narrative combined for both applications
- Restated County Staff Comments- w/ direct responses in red (this specific letter and its contents will additionally be restated in full within the submission email directly to county planning staff.)
- Development Plan / Site Plan (see recital above for specific details included)
- Plat (including all red comment responses to staff comments)
- Parking/ Landscaping Plan (see recital above for specific details included)
- Engineering Documents:
 - Will Serve Letters (Denver Water Letter now included)
 - Updated Title Commitment (Dated 1/8/25)
 - Conceptual Drainage Plan
 - Conceptual 3D Rendering
 - NSEW perspective proposed building elevations
 - Operation Access Plan

CSWM Properties, LLC, represented by Flanagan Real Estate, respectfully submits this application for a zoning adjustment and minor subdivision for the proposed development project located at 5671 Tejon Street in unincorporated Adams County.

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Current Zoning and Proposed Changes: Three of the undeveloped parcels within the project boundary are currently zoned R-1-C. **CSWM Properties seeks to rezone these parcels to I-1, consistent with the 2022 Adams County Comprehensive Plan**, the fourth parcel will remain unchanged as I-2 zoned. This change will ensure a zoning reduction in industrial land use intensity between the I2 acreage surrounding the property and the singular residential home southeast across W 56th Street.

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All adjacent uses are compatible with the proposed I-1 designation.

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At this stage, the minor subdivision proposes only to redefine property boundaries, with future easements and full development details and a replat to be addressed once a comprehensive development plan is finalized.

Impact Considerations: The proposed development will:

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- Will eliminate the current activity of semi-trucks parked and idling from neighboring facilities on Tejon St, as blocking access and operations of the project site won't be allowed going forward.
- Include land dedication and improvements to the 56th Avenue right-of-way, enhancing the buffer between industrial and residential uses.

CSWM Properties, LLC appreciates the County's consideration of this application and looks forward to contributing to the continued growth and development of Adams County.

Included with this resubmission (3rd) of the land use applications are the following:

- Resubmittal Form COVER
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 - Title Commitment (reattached Dated 1/8/25)
 - Conceptual Detention and Drainage Plan (New)
 - Conceptual Renderings & Internal Uses (New)
 - Simple proposed building elevations (New)
 - Operating Agreement for CSWM Properties LLC (New)

We appreciate your consideration in this matter and are happy to discuss our application in further detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn A. Nalle". The signature is written in a cursive style with a large initial 'D' and 'N'.

CSWM Properties, LLC



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adcogov.org

Development Review Team Comments

Date: 3/5/2025

Project Number: PRC2024-00018

Project Name: Little Pecos Subdivision and Rezoning

Commenting Division: Plan Coordination 2nd Review

Name of Reviewer: David DeBoskey

Date: 03/05/2025

Email:

Resubmittal Required -

Acknowledged

Commenting Division: Attorney Review 2nd Review

Name of Reviewer: David DeBoskey

Date: 03/05/2025

Email:

Resubmittal Required

Case is expected to be updated with new requests. Therefore this review will re open for the next round of review. **Acknowledged**

Commenting Division: Development Engineering Review 2nd Review

Name of Reviewer: Laurie Clark

Date: 03/05/2025

Email:

Resubmittal Required

Further review of this application will be given upon receipt of revised documents.

Acknowledged

BOARD OF COUNTY COMMISSIONERS

Julie Duran Mullica

DISTRICT 1

Kathy Henson

DISTRICT 2

Emma Pinter

DISTRICT 3

Steve O'Dorisio

DISTRICT 4

Lynn Baca

DISTRICT 5

Commenting Division: Planner Review 2nd Review

Name of Reviewer: David DeBoskey

Date: 03/05/2025

Email:

Resubmittal Required

After discussions with the applicant, staff would not be supportive of this request to I-2 primarily due to neighborhood incompatibility and the request's inconsistency with the Comprehensive Plan and Future Land Use designation. Staff recommends the applicant rezone to Industrial-1 instead. That would align with the Comprehensive Plan and Future Land Use designation. Based on the few neighborhood comments received we are also concerned I-2 would bring about additional oversized vehicle traffic that would make the roads worse for residential neighbors. We look forward to your resubmittal. **This is the resubmittal where the applicant team completely conforms to staff preference of I-1.**

The subdivision application request would need to be changed if the rezoning request is changed.

Commenting Division: ROW Review 2nd Review

Name of Reviewer: David Dittmer

Date: 02/25/2025

Email:

Resubmittal Required

Site Plan:

ROW1: All comments addressed **Acknowledged**

Plat:

ROW1: A current recorded copy of a Statement of Authority or a copy of the operating agreement providing Sarah A. Miller, Manager providing this person signatory privilege's for CSWM Properties, LLC.

Affidavit recorded at Rec. 2012000088343 has a different person listed. This must be cleared up. **The op agmt is attached and submitted again, despite previously being submitted directly to county staff in an attempt to avoid creating emotional distress to the widow and current owner of the acreage.**

QUARTER OF SECTION 9,

ROW2: Revise the Title on all sheet to read correctly: A VACATION AND REPLAT OF THE LEEPER SUBDIVISION AND A PORTION OF UNPLATTED LAND BEING LOCATED IN THE SOUTHWEST
Acknowledged

ROW3: Only a single owner, revise dedication statement to remove the "s" **Acknowledged**

ROW4: Type out the signatories name and title in both signature and affirmation. **Done**

ROW5: Remove NOTE 8. It is creating ambiguity since you have two points of ingress and egress **Done**

ROW6: Need to add a Utility Preservation note. Any utilities that have been installed with the dedicated easement being vacated, they will need to be relocated at the owner/developer's costs. Sheet 2> **Acknowledged**

ROW7: Remove the location statement for the drainage easements as provided on Sheet 3. **Done**

ROW8: Add to the drainage easement statements on sheet 4, to be dedicated by this plat. **No drainage easement is needed**

BOARD OF COUNTY COMMISSIONERS

Julie Duran Mullica

DISTRICT 1

Kathy Henson

DISTRICT 2

Emma Pinter

DISTRICT 3

Steve O'Dorisio

DISTRICT 4

Lynn Baca

DISTRICT 5

Commenting Division: Application Intake 2nd Review

Name of Reviewer: Sue Turner

Date: 02/11/2025

Email:

Complete **Acknowledged**

BOARD OF COUNTY COMMISSIONERS

Julie Duran Mullica

DISTRICT 1

Kathy Henson

DISTRICT 2

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Development Review Team Comments

Date: 1/2/2025

Project Number: PRC2024-00018

Project Name: Little Pecos Subdivision and Rezoning

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Commenting Division: Planner Review

Name of Reviewer: David DeBoskey

Date: 01/02/2025

Email:

Resubmittal Required **These
comments have not changed in
between the 1st and 2nd staff
reviews. Submission components
were overlooked by staff resulting in
applicant response comments being
repeated.**

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DISTRICT 5

NO Action

PLN1: Application to combine four parcels into one legal subdivision AND rezoning portions of the subject parcels from R-1-C to I-2.

Parcel# 0182509310001 (I-2) ,#0182509300059,#0182509300060, and#0182509300014)

PLN2: Surrounding Zones: North: I-2, West:I-2 & I-1, South: R-1-C, C-4, East: I-2

Pecos Logistics Park is North, East and most West.

Comprehensive Plan Future Land Use Designation: Mixed Use Commercial

This rezoning proposal for I-1 is NOT a typical zone district with the FLU designation.

Staff indicated in the live review call there was a typo in this comment

PLN3: Minimum Lot Standards I-2
Size: Two acres, Proposed: 3.8 acres
Width: 125 feet, Proposed: 302 feet.

Proposed subdivision meets proposed zoning minimums.

PLN4: If there are any references to an application or permit in these comments, the application for it can be found here: <https://epermits.adcogov.org/submittal-checklists>. If there are references to the development standards & regulations, that can be found here: <https://adcogov.org/development-standards-regulations>.

PLN5: Proposed plat conforms to subdivision design standards

ACTION:

PLN6: Please reorder these approval/signature boxes in order top to bottom: 1. Owners, 2. Surveyor, 3. Planning Commission, 4. Board of County Commissioners, 5. County Attorney, 6. Clerk & Recorder.

Reordered

PLN7: Sewer Will Serve letter has a validity expiration date: July 18th, 2025. This is important to understand. We still need a Water Will Serve letter. Moreover, you must provide it here to show the Division of Water Resources as well. See their letter attached.

Sewer Will Serve letter date acknowledged. Water Will Serve letter included in this submittal.

PLN9: We received three public comments: All were against this rezoning application as there would be additional semis on the road, which already has a lot of them. They believe it would be too much for the area. Acknowledged

PLN10: Please add Case Number: PRC2024-00018 to top right of plat pages.

Case number added

PLN11: Staff would more prefer a rezoning to I-1 instead I-2 in this area, given the FLU designation and surrounding residential neighborhood. The applicant acknowledges the staff preference and has agreed to county requirements of only I-1 zoning being allowed.

PLN12: Please demonstrate that proposed plat allows for at least easement/tract space for the required lot landscaping. Please refer to these sections. Concept landscape plans included in the submittal, please note the current site plan includes 24% greenspace and is in line with ROW dedication and landscaping requirements.

4-19-07 REQUIRED LOT LANDSCAPING

4-19-07-01 STREET FRONTAGE LANDSCAPING

4-19-07-02 OFF-ROAD PARKING LOT LANDSCAPING

We will be happy to help dedicate the easements when the exact locations are known. No development is planned with this application

PLN13: Please see Xcel's comment and incorporate it on the plat please.

Future Action:

BOARD OF COUNTY COMMISSIONERS

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DISTRICT 5

PLN14: Public Land Dedication fees are required to be paid at time of public hearing scheduling for final plat. Given the submitted plat the estimate of the fees is \$9,445.85. See attached spreadsheet photo. This estimate is based on the information provided in the submittal. **Acknowledged, but please update accurately to conform to the new I1 request and reduced costs.**

PLN15: At time of public hearing scheduling, you will need to submit surface development forms, which we will discuss later in this process. **Acknowledged**

PLN16: By the time of the hearings, you will need to add a certificate of taxes paid for the year of the hearing, which may be this year or next. **Acknowledged**

Commenting Division: ROW Review

Name of Reviewer: Ian Cortez **These comments have not changed in between the 1st and 2nd staff reviews. Submission components were overlooked by staff resulting in applicant response comments being repeated.**

Date: 01/02/2025

Email:

Resubmittal Required

SITE PLAN:

ROW 1: Site Plan should show all the survey control shown on the subdivision plat. **Survey control added** **Line ghosted back and callout added**

ROW 2: "Ghost" back the south lot of Leeper Subdivision and provide call to be vacated

ROW 3: Show the location of the Proposed Drainage Easement for Water Quality Pond and Underground Detention. **Easements not needed, no underground.**

SUBDIVISION PLAT: **Comment responses created on 01/30/2025**

ROW 4: Submit an up-to-date title commitment or report and update Note 3 according. **Title has been requested**

ROW 5: Revise the description under the subdivision title to the following: A Vacation and Replat of Leeper Subdivision and a portion... **Comment addressed**

ROW 6: Remove the Purpose Statement at the top left. **Comment addressed**

ROW 7: Provide a metes and bounds (Surveyor's) legal description on Sheet 2. Be sure to include the calls to the adjoining subdivisions if you determine no gaps or overlaps. **Comment addressed**

ROW 8: Include the Dedication Statement under the title commitment legal description. **Comment addressed**

ROW 9: Move the Owner's Statement under the Dedication Statement. **Comment addressed**

ROW 10: Move the Planning, Board and Attorney's Approval along the right column of Sheet 1. **Comment addressed**

ROW 11: Move Surveyor's Certificate to Sheet 2. **Comment addressed**

ROW 12: Provide names of the owner's signatory. **Names have been requested**

ROW 13: Include Leinholder's Certificate on Sheet 2. **According to current title no leinholder on subject property. Not needed**

ROW 14: Note 8 references ingress and egress from Clayton Street. The street is located east of I-25. If applicable, show the location of the ingress/egress. If not, remove note. **Comment addressed. Tejon Street now mentioned in place of Clayton Street**

ROW 15: The legal descriptions of Parcels II and III references the East line of West 1/2 Southwest 1/4 of Section 9. Show the location and monument used to determine the East line. If none, provide section breakdown on how this line was determined. **Section breakdown not provided. Local control used. Line determined by local monumentation along Tejon Street, as shown**

ROW 16: The westerly 30 feet of Tejon Street was conveyed via Book 1138 Page 178. Show and make reference to in Surveyor's legal description and plat map. **Comment addressed**

ROW 17: "Ghost" back the south lot of Leeper Subdivision and provide call to be vacated. **Comment addressed**

ROW 18: Revise the street width under Tejon Street from VARIES to 60 feet on Sheets 3 and 4. **Tejon Street varies, as shown**

ROW 19: Show the location and dimensions of the Proposed Drainage Easement for Water Quality Pond and Underground Detention on Sheet 4. **Comment addressed**

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DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Commenting Division: Development Engineering Review

Name of Reviewer: Laurie Clark

Date: 12/26/2024

Email:

Resubmittal Required **These**
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ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0592H), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is not located within a delineated 100-year flood hazard zone; a floodplain use permit will not be required. **Acknowledged**

ENG2: Prior to scheduling the final plat BOCC hearing, the developer is required to submit for review and receive approval of all construction documents using the On-Site Grading and Drainage application. Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, electronic copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>. **Acknowledged**

ENG3: A drainage report and drainage plans in accordance to Chapter 9 of the Adams County Development Review Manual, are required to be completed by a registered professional engineer and submitted to Adams County for review and final approval. The County may grant administrative relief from the criteria if the increase in impervious area is less than 5% of the overall development and if the nature of the work applied for meets the intent of these standards and specifications. Such relief shall be based upon technical justification submitted with the drainage letter and grading plan. Drainage design shall have no adverse off-site impacts on neighboring properties or the public ROW. **Acknowledged**

ENG4: Per Section 9-01-11-03-03 of the Adams County Development Standards and Regulations (ACDSR), “Underground detention is generally discouraged and will only be allowed when all other options have been proven to be insufficient. However, if a property owner must use this technique, the owner will be responsible for long-term maintenance. The facility will be allowed if approval to do so is obtained in advance and the facility is designed according to the criteria outlined in this Section or as specified by the County.” Provide evidence that all options for surface detention facilities are proven to be insufficient.

Surface level detention is planned in accordance with staff preferences. The Applicant understand the long-term maintenance responsibility

ENG5: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

LID will be provided throughout the site. Where possible roof drains will be routed to landscaped areas and curb cuts will allow runoff to flow through landscaping prior to entering the stormdrain system. Multiple site rain gardens are proposed to treat the detained flows using natural treatment methods.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles “Chaz” Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O’Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Commenting Division: Development Engineering Review

Name of Reviewer: Laurie Clark

Date: 12/26/2024

Email:

Comment

ENG6: Property IS in Adams County MS4 Stormwater Permit area. Because the proposed improvements disturb more than one (1) acre of land, a Stormwater Quality (SWQ) Permit WILL be required and the applicant would be required to prepare a Stormwater Management Plan (SWMP) using the Adams County ESC Template, and obtain both a County SWQ Permit and a State Permit COR400000. Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 regarding illicit discharge. Applicant is responsible for installation and maintenance of Erosion and Sediment Control BMPs.

Acknowledged.

ENG7: If the applicant proposes to import greater than 10 CY of soil to this site, additional permitting is required. Per Section 4-04-02-02, of the Adams County Development Standards and Regulations, a Temporary or Special Use Permit is required to ensure that only clean, inert soil is imported into any site within un-incorporated Adams County. A Conditional Use Permit will be required if the importation exceeds 500,000 CY.

Acknowledged.

ENG8: The Traffic Impact Study is approved as submitted. No additional roadway improvements will be required.

Acknowledged.

ENG9: W 56th Avenue adjacent to the site is classified as a Collector road. The proposed right-in right-out only access to W 56th Avenue is acceptable for passenger vehicles only, no truck traffic will be allowed. It is recommended that signage be added to the construction plans indicating this condition.

Acknowledged.

ENG10: Tejon Street adjacent to the site is classified as a Local road. The proposed full movement access to Tejon Street is acceptable for truck traffic.

Acknowledged.

ENG11: The developer is responsible for the repair or replacement of any broken or damaged public infrastructure.

Acknowledged.

ENG12: All proposed onsite drainage facilities with maintenance access shall be within dedicated easements or tracts as per ROW comments.

Acknowledged. An easement around the underground detention and rain garden was added to the plat.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Megan Grant

Date: 12/26/2024

Email:

Resubmittal Required

ENV1. Applicant provided a will serve letter for sewer service. Please provide a will serve letter for water service from Denver Water (or other applicable provider). Proof of water and sewer availability and service for the specific proposed project will be required for Adams County review.

Will Serve letters for water and sewer included in this submittal.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Commenting Division: Attorney Review

Name of Reviewer: Sally Daggett

These comments have not changed in between the 1st and 2nd staff reviews. Submission components were overlooked by staff resulting in applicant response comments being repeated.

Date: 12/16/2024

Email:

Resubmittal Required

1. The applicant should do something to distinguish between Sheets 3 and 4 (subtitles?) – to make clear that Sheet 3 is the existing configuration and Sheet 4 is the new configuration that is being approved. **Sheet titles updated**
2. There is no dedication statement on Sheet 1 or otherwise, but Sheet 4 shows a 20-foot wide ROW dedication. **Dedication added**
3. The conditions of approval for the project should incorporate the applicant’s representation that a replat/plat amendment to establish future easements will be required prior to the future development of the site. **Acknowledged**
4. Sheet 1 (incorrectly) states that the surveyor’s legal description is contained on Sheet 2. **Legal description added**

Commenting Division: Neighborhood Services Review

Name of Reviewer: Gail Moon

Date: 12/09/2024

Email: gmoon@adcogov.org

Complete

There are no OPEN violations at any of these locations at this time. NO COMMENT



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.285.6612
violeta.ciocanu@xcelenergy.com

December 18, 2024

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: David DeBoskey

Re: Little Pecos Subdivision and Rezoning, Case # PRC2024-00018

Public Service Company of Colorado's (PSCo) Right of Way and Permits Referral Desk has reviewed the plans for **Little Pecos Subdivision and Rezoning**. Please be aware PSCo owns and operates existing natural gas and electric distribution facilities along North Tejon Street and West 56th Avenue and has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities, and that our current use/enjoyment of the area would continue to be an accepted use on the property and that it be "grandfathered" into these changes.

To ensure that adequate utility easements are available within this development and per state statute §31-23-214 (3), PSCo requests that the following language or plat note is placed on the preliminary and final plats for the subdivision:

We will be happy to help dedicate the easements when the exact locations are known.

Ten-foot (10') dry wide utility easements are hereby granted around the perimeter of industrial lot. These easements are dedicated to the County of Adams for the benefit of the applicable utility providers for the installation, maintenance, and replacement of electric, gas, television, cable, and telecommunications facilities (Dry Utilities). Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation. Public Service Company of Colorado (PSCo) and its successors reserve the right to require additional easements and to require the property owner to grant PSCo an easement on its standard form.

Public Service Company also requests that all utility easements are depicted graphically on the preliminary and final plats. While these easements may accommodate certain utilities to be

installed in the subdivision, some additional easements may be required as planning and building progresses.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to existing facilities via xcelenergy.com/InstallAndConnect. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details.

Additional easements may need to be acquired by separate document (i.e. transformers) – be sure to ask the Designer to contact a Right-of-Way & Permits Agent in this event.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

Violeta Ciocanu (Chokanu)
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-285-6612 – Email: violeta.ciocanu@xcelenergy.com



December 13, 2024

David DeBoskey

Adams County Community & Economic Development Department

Transmitted via email: DDeBoskey@adcogov.org

RE: Little Pecos Subdivision

Case no. PRC2024-00018

Part of the SW ¼ of the SW ¼ of Sec. 9, T3S, R68W, 6th P.M.

Water Division 1, Water District 7

Dear David DeBoskey,

We have reviewed your December 6, 2024 referral concerning the above referenced proposal to consolidate four existing parcels into a single lot subdivision on 3.3 acres and to the change the zoning designation of appropriately 2.5 acres from Residential-1-C to Industrial-2.

Water Supply Demand

A Water Supply Information Summary Sheet was not submitted, therefore the water supply demand for this subdivision is unknown.

Water will serve letter has been submitted

Source of Water Supply

According to our records the four parcels are located within the water service area of the Denver Water. The proposed water source is unclear; therefore, the



applicant should indicate the water supply source and provide a letter of commitment from the Denver Water.

Water will serve letter has been submitted

The applicant should be aware that any proposed water quality and detention **pond for this project, must meet the requirements of a “storm** water detention and infiltration facility“ as defined in section 37-92-602(8),

C.R.S., otherwise the structure may be subject to administration by this office.

The applicant should review DWR’s [Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado](#) to ensure that the notification, construction and operation of the proposed structure meets statutory and administrative requirements. The Applicant is encouraged to use the [Colorado Stormwater Detention and Infiltration Facility Notification Portal](#) to meet the notification requirements. **Acknowledged**

State Engineer’s Office Opinion

Based upon the above and pursuant to Section 30-28-136(1)(h)(I) and Section 30-28-136(1)(h)(II), **C.R.S., the State Engineer’s Office has not received enough** information to render an opinion regarding the adequacy of the proposed water supply. Prior to further review of the subdivision water supply plan the applicant should provide a water supply plan that clearly defines the proposed **development’s water demand and water source.** **Acknowledged**

Should you, or the Applicant, have any questions please contact me at 303-866-3581 x8246 or at ioana.comaniciu@state.co.us

Sincerely,



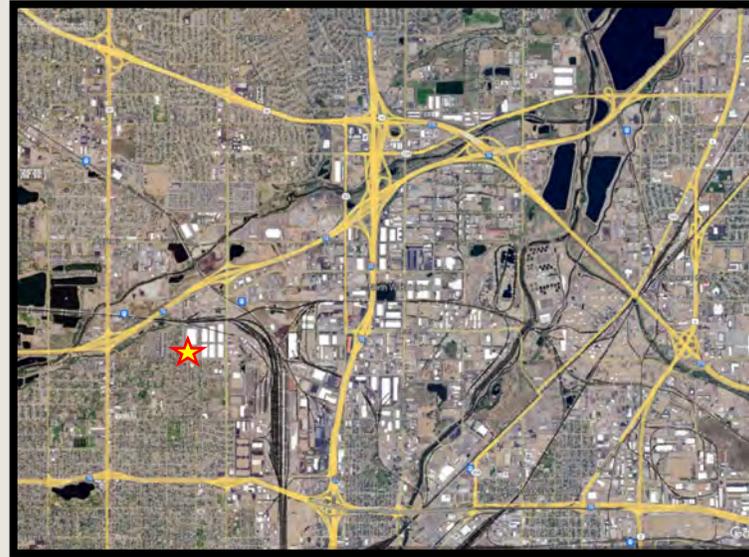
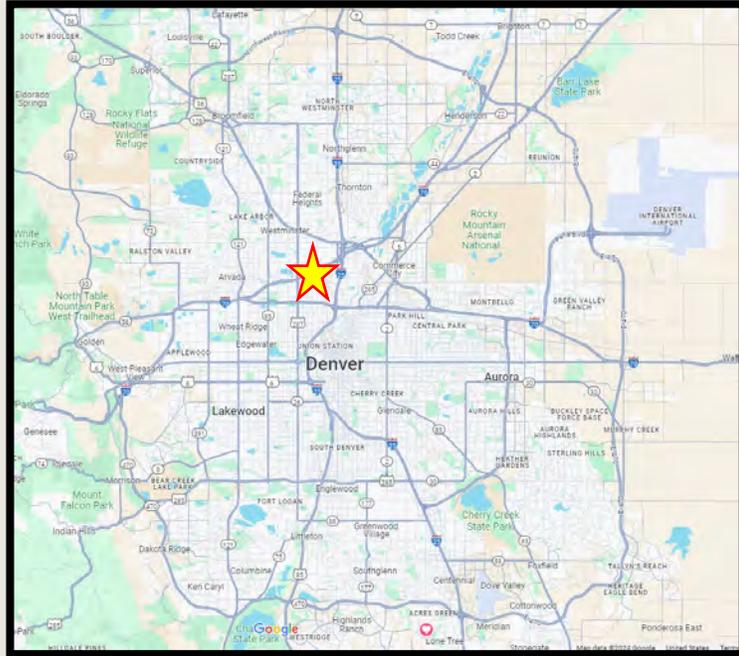
Ioana Comaniciu, P.E.

Water Resource Engineer

You have indicated the following answers about this subdivision	
Does the subdivision have residential uses?	No
Is the subdivision located east or west of Yulle Mile Road (between Bennett & Strasburg)?	West
Subdivision Name: Little Pecos	
Case Number: PRC2024-00018	
Industrial (I-2, I-3)	
Acreage of plat=	3.8
Acres of PLD needed=	0.19
Land Value per acre=	\$49,715.00
PLD Fee in lieu=	\$9,445.85
Deposits:	
Regional Parks Account=	\$9,445.85

County staff please provided an updated calculation for I-1 zoned acreage, and include the code in the response for verification of accuracy by the applicant team.

PROJECT LOCATION



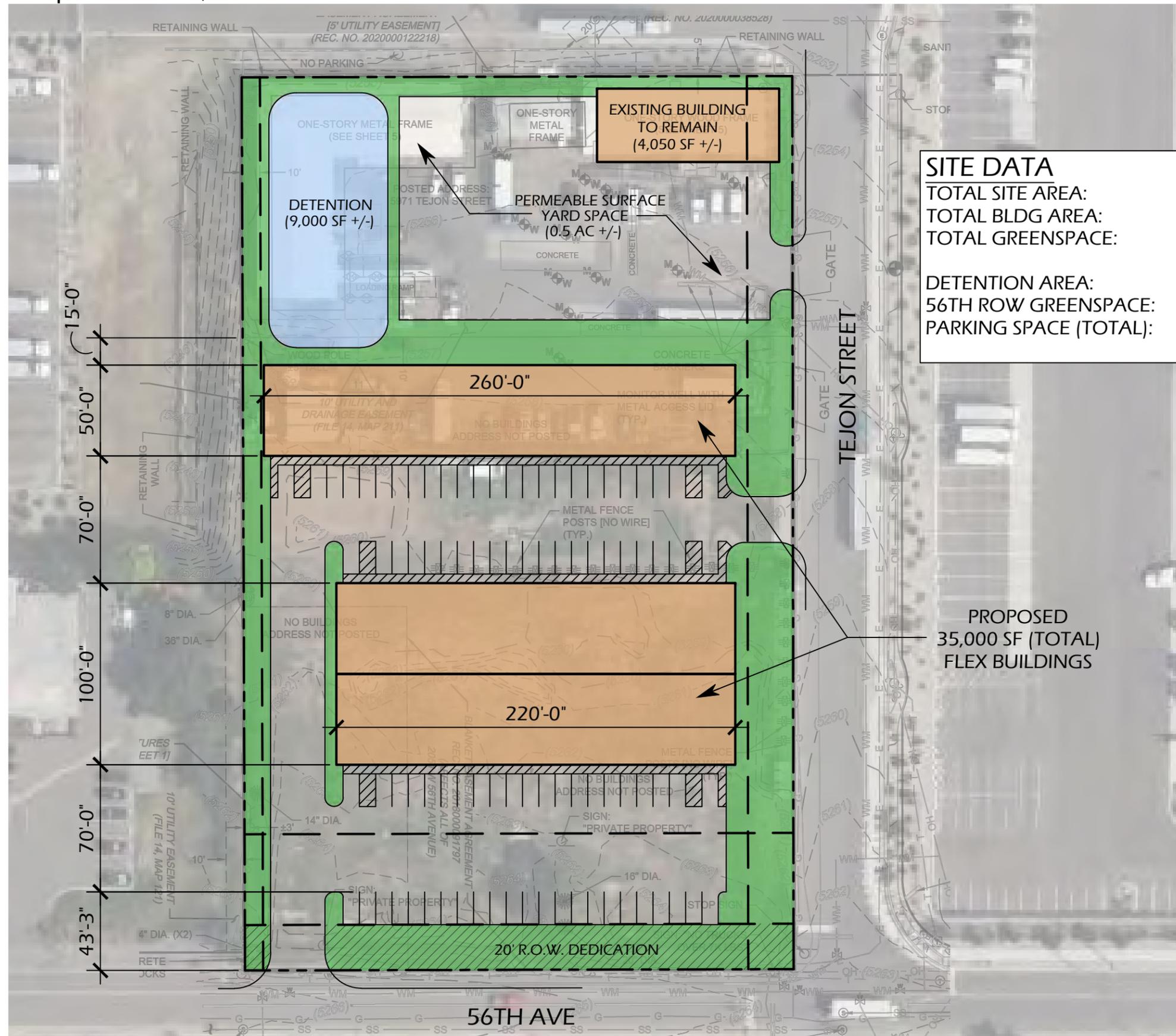
Current Site Condition



Redevelopment Plan Overlay



ADDRESS:
5671 TEJON ST.
DENVER, CO 80221



SITE DATA	
TOTAL SITE AREA:	3.41 AC +/-
TOTAL BLDG AREA:	39,050 SF +/-
TOTAL GREENSPACE:	35,149 SF +/- (23.58%)
DETECTION AREA:	9,000 SF +/-
56TH ROW GREENSPACE:	6,770 SF +/-
PARKING SPACE (TOTAL):	67

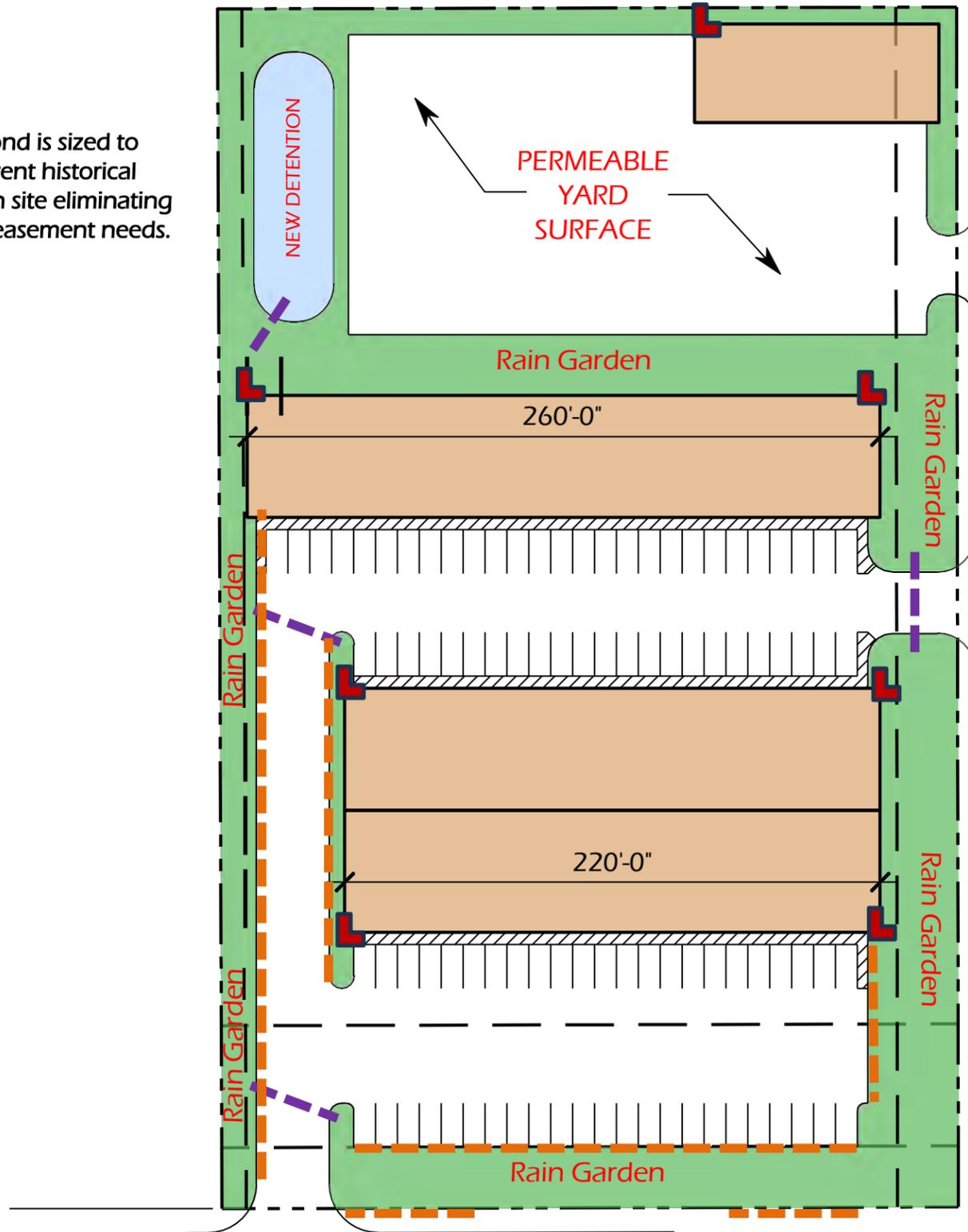
A.1 | PRELIMINARY SITE PLAN



CONCEPTUAL DRAFT ONLY
THIS DESIGN AND THESE DRAWINGS ARE THE PROPERTY OF GMA ARCHITECTS, LLC. NO PART OF THIS WORK MAY BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION FROM GMA ARCHITECTS, LLC.

Full site gravity-fed connected swale (Rain Garden) Drainage system

The detention pond is sized to maintain the current historical storm capacity on site eliminating any new off-site easement needs.



TEJON STREET

- Proposed Storm Line
- - - - -
- Perforated Curb & Grade Level Gutter
- - - - -
- Pitched Roof Draining Grade Level Downspouts
L

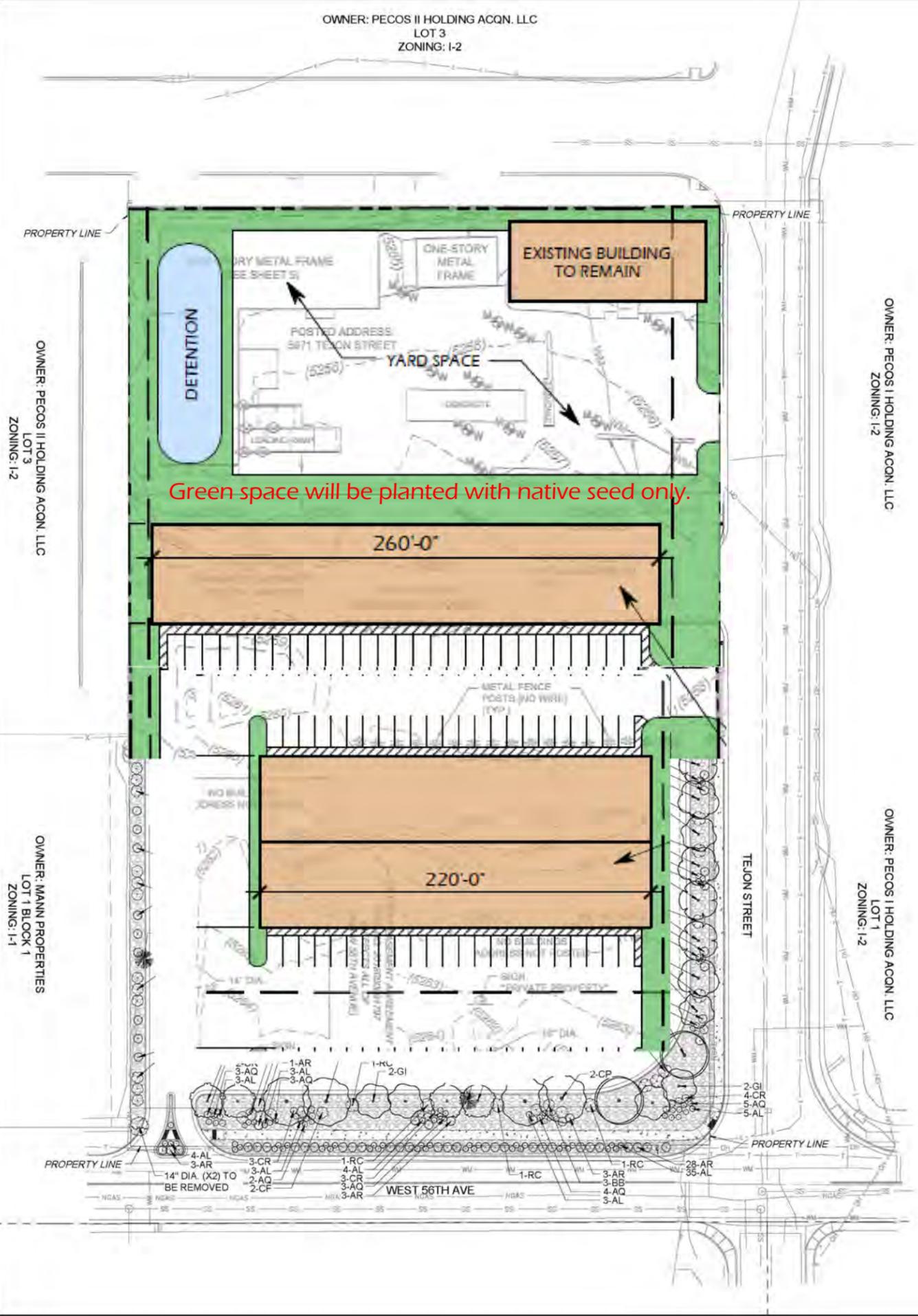
56TH AVE

A.1 | PRELIMINARY SITE PLAN





FLANAGAN
REAL ESTATE LLC



PLANT SCHEDULE

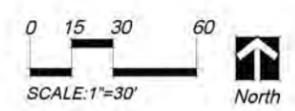
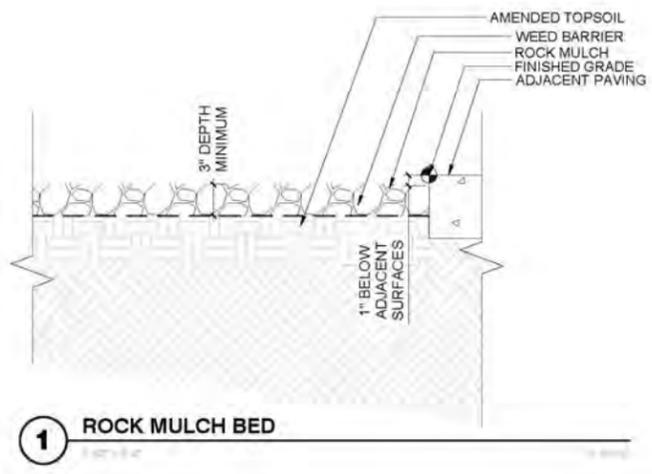
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONT.	QTY
TREES					
	AA	Acer x freemanii 'Jeffersred' / Autumn Blaze® Freeman Maple	2" Cal.	B&B	5
	AP	Amelanchier canadensis 'Prince William' / Prince William Canadian Serviceberry	2" Cal.		10
	CP	Celtis occidentalis 'JFS-KSU1' / Prairie Sentinel® Hackberry	2" Cal.		7
	GI	Gleditsia triacanthos inermis / Thornless Honey Locust	2" Cal.	B&B	8
	GI2	Gleditsia triacanthos inermis 'Impcole' / Imperial® Honey Locust	2" Cal.		3
	GK	Gymnocladus dioica / Kentucky Coffeetree	2" Cal.	B&B	2
	JW	Juniperus scopulorum 'Wichita Blue' / Wichita Blue Juniper	5' Ht.	B&B	2
	QU	Quercus macrocarpa 'JFS-KW3' / Urban Pinnacle® Oak	2" Cal.	B&B	6
	RP	Robinia x ambigua 'Purple Robe' / Pink Flowering Locust	2" Cal.	B&B	5
SHRUBS					
	AL	Amorpha canescens / Leadplant	5 gal.		124
	AQ	Artemisia ludoviciana albula 'Silver Queen' / Silver Queen Sagebrush	5 gal.		175
	AR	Arctostaphylos uva-ursi 'Point Reyes' / Point Reyes Kinnikinnick	5 gal.		100
	BB	Buddleja davidii 'Black Knight' / Black Knight Butterfly Bush	5 gal.		28
	CF	Cornus sericea 'Farrow' / Arctic Fire® Red Twig Dogwood	5 gal.		32
	CR	Chrysothamnus nauseosus / Rubber Rabbitbrush	5 gal.		124
	RC	Rhus glabra 'Cismontana' / Western Smooth Sumac	5 gal.		24
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	NS	Native Seed		Broadcast Seeding	1,472 sf

NOTES:

1. AUTOMATIC IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED PER INDUSTRY STANDARDS.

PROJECT DATA:

1. REQUIRED TREES ALONG STREET FRONTAGE:
 - 1.1. CODE: 10' WIDE LANDSCAPED AREA - 2 TREES & 5 SHRUBS PER 40LF OF STREET FRONTAGE
 - 1.2. SOUTH FRONTAGE: 302.6 LF - 16 TREES/38 SHRUBS REQUIRED
 - 1.2.1. PROPOSED TREES: 14 TREES + 2 TREES ALONG NORTH DUE TO SPACING
 - 1.2.2. PROPOSED SHRUBS: 150 SHRUBS (INCLUDES 75% LIVE MATERIAL COVERAGE REQ.)
 - 1.3. EAST FRONTAGE: 484.5 LF - 24 TREES & 61 SHRUBS REQUIRED
 - 1.3.1. PROPOSED TREES: 22 TREES + 2 ALONG NORTH DUE TO SPACING
 - 1.3.2. PROPOSED SHRUBS: 64 SHRUBS (INCLUDES 75% LIVE MATERIAL COVERAGE REQ.)
2. PLANTING AREA - ENTIRE SITE: 149,026.0 SF
 - 2.1. REQUIRED PLANTING AREA - 10%: 14,902.6 SF
 - 2.2. PROPOSED PLANTING AREA - 18.34%: 27,098.01 SF



THK associates, inc.

5675 DTC BLVD.
SUITE 200
DENVER, CO 80111
P. 303-770-7201
THKASSOC.COM

LITTLE PECOS
BERKLEY, CO 80221

NO.	DATE	REMARKS

JOB NO.:	DEN24-0045
PA / PM:	JG
DESIGNED:	AO/TF
DATE:	10/09/24
PLOT DATE:	10/09/24

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY AND COPYRIGHT OF WARE MALCOLM AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY AGREEMENT WITH WARE MALCOLM. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF WARE MALCOLM PRIOR TO THE COMMENCEMENT OF ANY WORK. NOT FOR CONSTRUCTION

CONCEPTUAL ELEVATIONS & RENDERINGS



CONCEPTUAL INTERNAL USE



WORKSHOP



SMALL MANUFACTURING



PHOTO STUDIO



CONTRACTOR GARAGE



ARTISAN STUDIO



LUXURY CAR STORAGE



E-COMMERCE



PERSONAL GYM



BOAT STORAGE



MAN CAVE



RV STORAGE



OFFICE



LITTLE PECOS SUBDIVISION

A VACATION AND REPLAT OF LEEPER SUBDIVISION AND A PORTION OF UNPLATTED LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO
SHEET 2 OF 4

SURVEYOR'S LEGAL DESCRIPTION:

SURVEYOR'S LEGAL DESCRIPTION:

A PARCEL OF LAND BEING LOT 1, BLOCK 1, LEEPER SUBDIVISION RECORDED IN FILE 14 AT MAP 211 OF THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, TOGETHER WITH THAT PROPERTY DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2012000088342 IN SAID RECORDS, AND TOGETHER WITH THAT PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED AT RECEPTION NO. 2013000059771 IN SAID RECORDS, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 AND CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9 TO BEAR NORTH 89°51'28" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 36°58'54" WEST A DISTANCE OF 49.98 FEET TO THE SOUTHEAST CORNER OF SAID RECEPTION NO. 2013000059771, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF 56TH AVENUE WITH THE WESTERLY RIGHT-OF-WAY LINE OF TEJON STREET AS RECORDED IN BOOK 1138 AT PAGE 179 OF SAID RECORDS, AND THE **POINT OF BEGINNING**;

THENCE SOUTH 89°51'28" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 56TH AVENUE AND THE SOUTHERLY LINE OF SAID RECEPTION NO. 2013000059771 A DISTANCE OF 302.59 FEET TO THE SOUTHWEST CORNER OF RECEPTION NO. 2013000059771;

THENCE NORTH 00°12'55" WEST ALONG THE WEST LINE OF SAID RECEPTION NO. 2013000059771 A DISTANCE OF 283.06 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 2013000059771 AND THE SOUTHWEST CORNER OF SAID RECEPTION NO. 2012000088342;

THENCE NORTH 00°12'55" WEST ALONG THE WEST LINE OF SAID RECEPTION NO. 2012000088342 A DISTANCE OF 65.00 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 2012000088342 AND THE SOUTHWEST CORNER OF SAID LEEPER SUBDIVISION;

THENCE ALONG THE BOUNDARY OF SAID LEEPER SUBDIVISION THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 00°12'55" WEST A DISTANCE OF 143.60 FEET;
- 2) NORTH 89°51'28" EAST A DISTANCE OF 303.63 FEET TO THE NORTHEAST CORNER OF SAID LEEPER SUBDIVISION AND SAID WESTERLY RIGHT-OF-WAY LINE OF TEJON STREET;

THENCE SOUTH 00°05'40" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID LEEPER SUBDIVISION A DISTANCE OF 143.60 FEET TO THE SOUTHEAST CORNER OF SAID LEEPER SUBDIVISION AND THE NORTHEAST CORNER OF SAID RECEPTION NO. 2012000088342;

THENCE SOUTH 00°05'40" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID RECEPTION NO. 2012000088342 A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF SAID RECEPTION NO. 2012000088342 AND THE NORTHEAST CORNER OF SAID OF RECEPTION NO. 2013000059771;

THENCE SOUTH 00°05'40" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID RECEPTION NO. 2013000059771 A DISTANCE OF 283.06 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS AN AREA OF 149,026 SQUARE FEET, OR 3.421 ACRES, MORE OR LESS.

NOTES:

1. **NOTICE:** ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WARE MALCOMB RELIED UPON THE FOLLOWING STEWART TITLE GUARANTY COMPANY COMMITMENT. NO. 24000310315, EFFECTIVE DATE JANUARY 03, 2025 AT 5:30PM.
4. ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200/3937 METERS.
5. **BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, WITH AN ASSUMED BEARING OF NORTH 89°51'28" EAST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO, AND IS MONUMENTED AS SHOWN HEREON.
6. BASED ON A REVIEW OF FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08001C0592H DATED MARCH 5, 2007 THE SUBJECT PROPERTY FALLS ENTIRELY WITHIN ZONE X, AREAS OF MINIMAL FLOOD HAZARD.
7. MONUMENTATION SHALL BE IN ACCORDANCE WITH THE COLORADO REVISED STATUTES (CRS 38-51-105).
8. DRAINAGE AND ACCESS EASEMENTS TO BE DEDICATED BY SEPARATE INSTRUMENT PURSUANT TO ADAMS COUNTY ENGINEERING REVIEW.

STORM DRAINAGE FACILITIES STATEMENT:

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

UTILITY PERSEVERATION NOTE:

ANY UTILITIES THAT HAVE BEEN INSTALLED WITH THE DEDICATED 10' UTILITY AND DRAINAGE EASEMENT, FILE 14, MAP 211, BEING VACATED BY THIS PLAT WILL NEED TO BE RELOCATED AT THE OWNER/DEVELOPER'S EXPENSE.

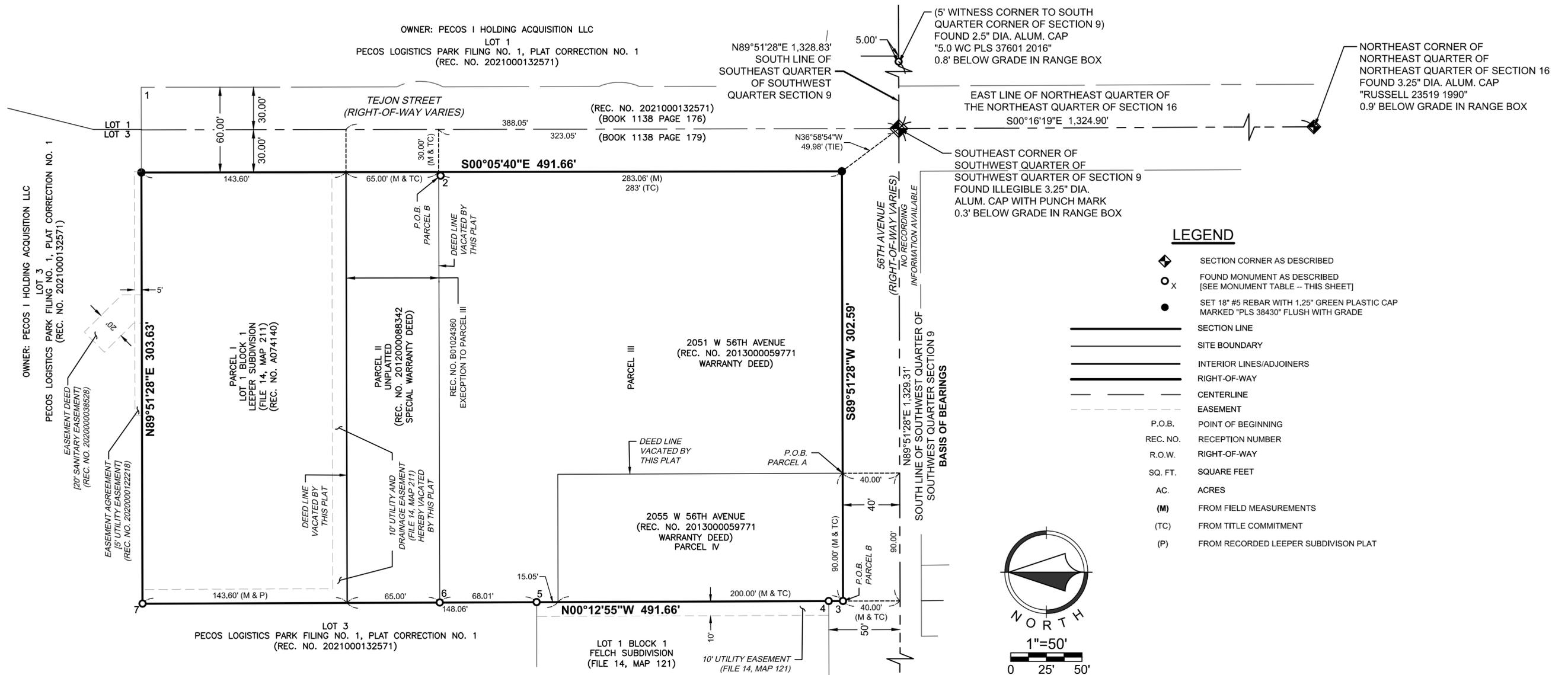
25-6002

LITTLE PECOS SUBDIVISION	
Prepared For: Flanagan Real Estate LLC Sean T. Flanagan Castle Rock, CO 80104 (720) 362-0722	 <p>Renaissance Infrastructure Consulting</p>
Date of Preparation: April, 2025	1800 Wazee Street, Suite 374 Denver, Colorado 80202 970.590.2197 www.ric-consult.com Certificates of Authorization: Colorado 20191570579

LITTLE PECOS SUBDIVISION

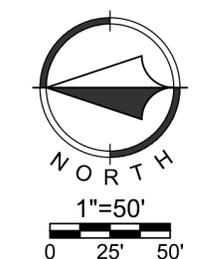
A VACATION AND REPLAT OF LEEPER SUBDIVISION AND A PORTION OF UNPLATTED LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 4 DEEDLINES HEREBY VACATED



LEGEND

- ◆ SECTION CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED (SEE MONUMENT TABLE -- THIS SHEET)
- SET 18" #5 REBAR WITH 1.25" GREEN PLASTIC CAP MARKED "PLS 38430" FLUSH WITH GRADE
- SECTION LINE
- SITE BOUNDARY
- INTERIOR LINES/ADJOINERS
- RIGHT-OF-WAY
- CENTERLINE
- - - EASEMENT
- P.O.B. POINT OF BEGINNING
- REC. NO. RECEPTION NUMBER
- R.O.W. RIGHT-OF-WAY
- SQ. FT. SQUARE FEET
- AC. ACRES
- (M) FROM FIELD MEASUREMENTS
- (TC) FROM TITLE COMMITMENT
- (P) FROM RECORDED LEEPER SUBDIVISION PLAT



MONUMENT TABLE:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. FOUND NO. 5 REBAR WITH REMAINS OF ILLEGIBLE YELLOW PLASTIC CAP 1.8' BELOW GRADE</p> <p>2. FOUND 0.5" DIA. SMOOTH ROD 0.5' BELOW GRADE (NOT ACCEPTED) [2.5' WEST OF LINE]</p> <p>3. FOUND NO. 3 REBAR (NO CAP) 0.7' BELOW GRADE (ACCEPTED)
FOUND NO. 5 REBAR WITH REMAINS OF RED PLASTIC CAP 0.1' ABOVE GRADE (NOT ACCEPTED) [0.3' WEST, 0.3' NORTH OF CORNER]</p> <p>4. FOUND MONUMENT ON LINE --
FOUND NO. 4 REBAR (NO CAP) 0.3' BELOW GRADE (ACCEPTED)
FOUND NO. 5 REBAR WITH 1.25" YELLOW PLASTIC CAP "PLS 9010 BURDICK" 0.2' BELOW GRADE (NOT ACCEPTED) [0.2' WEST OF LINE]</p> | <p>5. FOUND NO. 5 REBAR WITH 1.25" GREEN PLASTIC CAP "PLS 38278 NV5" AT FENCE CORNER (NOT ACCEPTED) [0.6' EAST OF LINE]</p> <p>6. FOUND MONUMENT ON LINE -- FOUND NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP "LS 6973 BAYER" 0.4' ABOVE GRADE AT FENCE CORNER</p> <p>7. FOUND NO.3 REBAR (NO CAP) 0.1' BELOW GRADE</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SOUTHWEST CORNER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 9
FOUND 3.25" DIA. ALUM. CAP
"LS 16406 1996"
0.6' BELOW GRADE IN RANGE BOX

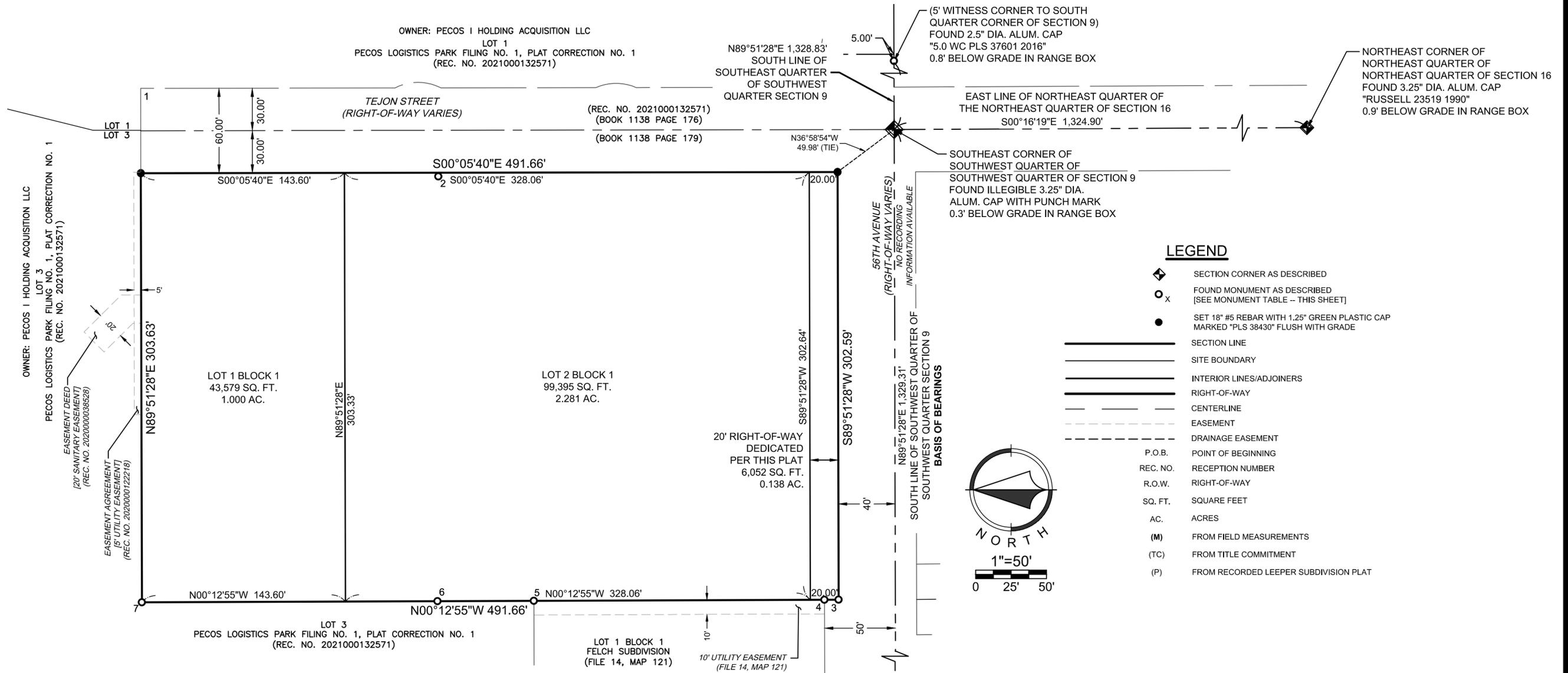
25-6002

LITTLE PECOS SUBDIVISION	
Prepared For: Flanagan Real Estate LLC Sean T. Flanagan Castle Rock, CO 80104 (720) 362-0722	
Date of Preparation: April, 2025	1800 Wazee Street, Suite 374 Denver, Colorado 80202 970.590.2197 www.ric-consult.com
Certificates of Authorization: Colorado 20191570579	

LITTLE PECOS SUBDIVISION

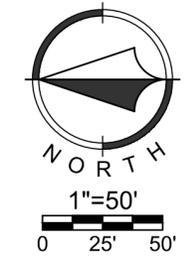
A VACATION AND REPLAT OF LEEPER SUBDIVISION AND A PORTION OF UNPLATTED LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 4 OF 4 RECONFIGURED PROPERTY



LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED [SEE MONUMENT TABLE - THIS SHEET]
- SET 18" #5 REBAR WITH 1.25" GREEN PLASTIC CAP MARKED "PLS 38430" FLUSH WITH GRADE
- SECTION LINE
- SITE BOUNDARY
- INTERIOR LINES/ADJOINERS
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT
- DRAINAGE EASEMENT
- P.O.B. POINT OF BEGINNING
- REC. NO. RECEPTION NUMBER
- R.O.W. RIGHT-OF-WAY
- SQ. FT. SQUARE FEET
- AC. ACRES
- (M) FROM FIELD MEASUREMENTS
- (TC) FROM TITLE COMMITMENT
- (P) FROM RECORDED LEEPER SUBDIVISION PLAT



MONUMENT TABLE:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. FOUND NO. 5 REBAR WITH REMAINS OF ILLEGIBLE YELLOW PLASTIC CAP 1.8' BELOW GRADE</p> <p>2. FOUND 0.5" DIA. SMOOTH ROD 0.5' BELOW GRADE (NOT ACCEPTED) [2.5' WEST OF LINE]</p> <p>3. FOUND NO. 3 REBAR (NO CAP) 0.7' BELOW GRADE (ACCEPTED)
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SOUTHWEST CORNER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 9
FOUND 3.25" DIA. ALUM. CAP
"LS 16406 1996"
0.6' BELOW GRADE IN RANGE BOX

25-6002

LITTLE PECOS SUBDIVISION

Prepared For:
Flanagan Real Estate LLC
Sean T. Flanagan
Castle Rock, CO 80104
(720) 362-0722



1800 Wazee Street, Suite 374
Denver, Colorado 80202
970.590.2197
www.ric-consult.com

Date of Preparation:
April, 2025

Certificates of Authorization:
Colorado 20191570579

**BERKELEY WATER AND SANITATION DISTRICT
4455 WEST 58th AVENUE, UNIT A
ARVADA, COLORADO 80002
303-477-1914
Email: berkeleywater@gmail.com**

7/18/2024

Ware Malcomb
ATTN: Lydia Allison
900 S Broadway, Suite 320
Denver, CO 80209

Re: Parcel 0182509310001, 0182509300059, 0182509300060, and 0182509300014
Availability of sanitary sewer services

Dear Lydia:

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

1. If any of these conditions are not met, this "will serve" letter will be rescinded and the appropriate parties will be notified that the District can no longer provide sewer service to this property.
2. The District owns an 8" sewer main in W 56th Ave. The property owner may be required to install sewer main extensions, feeding into this present system, to facilitate development, depending upon design.
3. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of any sewer service lines or tapping into any District sewer mains.
4. If a property is removing existing structures, the existing sewer service line(s) must be capped or plugged at the sewer main prior to demolition. The District must be called to observe and inspect this action before further construction begins.
5. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the District. The District may require a review deposit for District costs, including engineering and legal reviews, contract development, construction, observation and

inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

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

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

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

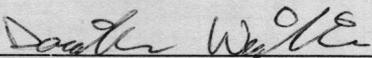
9. No representations are made regarding the availability of water service to the Property.

To reiterate, all costs incurred by the District and fees charged by the District, including without limitation tap fees, review costs, contract development, construction, observation and inspections, are the responsibility of the property owner as a condition of receipt of sewer service. If expenses are incurred and no payment is made, no taps will be issued and a lien will be placed against the property until paid per the District's Rules and Regulations and current Fee Schedule.

This conditional will serve letter is valid through July 18, 2025. If tap fees are not paid by that date, this agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,



BERKELEY WATER AND SANITATION DISTRICT

1-21-25

Manny Nuno
Ware Malcomb
900 S Broadway #200
Denver, CO 80209

RE: 56th Ave & Tejon St
SEE PG2 FOR MAP AND LEGAL

Dear Mr. Nuno:

Denver Water has been asked to determine whether the property described on the attached layout is located within a Distributor's service area and would be eligible to receive water service. This letter verifies that the property is located within the Berkeley Water & Sewer area. This property is eligible to receive water. Any project located on the property will be subject to compliance with Denver Water's Operating Rules, Regulations, Engineering Standards and applicable charges. Prior to proceeding with the project, verify with Berkeley Water & Sewer to determine Distributor's ability to serve, rules and regulations affecting service and any additional applicable charges. Please check the fire requirements for the proposed development with the Fire Prevention Bureau and the availability of fire flow from existing mains with the Distributor's Hydraulics Department or with Denver Water's Hydraulics Department.

If there are questions on the information being provided, or you would like to schedule a meeting to discuss the proposed project, please contact Denver Water Sales Administration at: 303-628-6100 (option 3).

Sincerely,

Jackson Marshall

Digitally signed by Jackson Marshall
DN: C=US,
E=jackson.marshall@denverwater.org,
O=Finance, OU=Denver Water,
CN=Jackson Marshall
Date: 2025.01.21 07:56:16-0700'

Jackson Marshall
Sales Administration

NWC 56th and Tejon Street

Water Will Serve Request for NWC of 56th and Tejon St., Berkeley, CO



Legend

-  Boombox Brew Bar
-  Feature 1
-  Feature 2
-  W 56th Ave & Tejon St
-  Yellow Door Denver

Google Earth

© 2025 Maxar Technologies



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL I:

Lot 1,
Block 1,
[LEEPER SUBDIVISION](#),
County of Adams,
State of Colorado.

PARCEL II:

The South 143.70 feet of that part of the West 1/2 Southwest 1/4 of Section 9, Township 3 South, Range 68 West, more particularly described as follows:

Beginning at the Southwest corner of Section 9;
Thence Easterly along the South line of said Section 9 a distance of 996.6 feet to a point;
Thence North a distance of 388.0 feet to the TRUE POINT OF BEGINNING;
Thence continuing North a distance of 665.38 feet to a point;
Thence East parallel with the South line of said Section 9 a distance of 334.84 feet to a point on the East line of said West 1/2 Southwest 1/4 of Section 9;
Thence Southerly along said East line a distance of 665.38 feet to a point;
Thence Westerly parallel with the South line of said Section 9 a distance of 333.17 feet to the TRUE POINT OF BEGINNING;
EXCEPT the East 30.0 feet thereof;
EXCEPT Lot 1, Block 1, [LEEPER SUBDIVISION](#).

Also described as:

That part of the Southwest 1/4 Southwest 1/4 of Section 9, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, described as:

Beginning at the Southeast corner of said Southwest 1/4 Southwest 1/4;
Thence North 00°08'38" East along the centerline of Tejon Street a distance of 323.00 feet;
Thence South 90°00'00" West parallel with the South line of [Leeper Subdivision](#), as recorded in File 14, Map 211, Adams County records, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;
Thence South 90°00'00" West parallel with the South line a distance of 303.01 feet to a point on the East line of [Felch Subdivision](#), as recorded in File 14, Map 121, Adams County records;
Thence North 00°00'00" East along said East line a distance of 65.00 feet to the Southwest corner of said Leeper Subdivision;
Thence 90°00'00" East along said South line of [Leeper Subdivision](#), a distance of 303.17 feet to the Southeast corner of said Leeper Subdivision, and a point on the West right of way line of Tejon Street;
Thence South 00°08'38" West along said West right of way line a distance of 65.00 feet to the true point of beginning,
County of Adams,
State of Colorado.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. 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 countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 24000310315

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 2 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

PARCEL III:

A parcel of land described as follows:

Beginning 1086.6 feet East of the Southwest corner of the West 1/2 of the Southwest 1/4 of Section 9, Township 3 South, Range 68 West;
Thence North 240 feet;
Thence West 90 feet;
Thence North 148 feet, more or less;
Thence East 337.17 feet to a point on the East line of said West 1/2 of the Southwest 1/4 of said Section 9;
Thence South 388 feet;
Thence West to the point of beginning, EXCEPT the East 30 feet and EXCEPT the South 40 feet thereof and EXCEPT that portion in instrument recorded September 25, 1991 at [Reception No. B1024360](#).
County of Adams,
State of Colorado.

PARCEL IV:

A tract of land in Section 9, Township 3 South, Range 68 West, described by metes and bounds as follows:

Beginning at a point on the South line of the Southwest 1/4 of Section 9, Township 3 South, Range 68 West, 996.6 feet East of the Southwest corner of said 1/4 section;
Thence running East 90 feet to a point;
Thence running North 240 feet to a point;
Thence running West 90 feet to a point;
Thence running South 240 feet to the place of beginning, less a strip of land 40 feet wide along the South side of said tract for use as a public road.
County of Adams,
State of Colorado.

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File No. 24000310315

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 3 of 4





55 Madison Street, Suite 400
Denver, CO 80206

Date: January 08, 2025
File Number: 24000310315- Revision No. 3
Property: 5671 Tejon Street, Denver, CO 80221
2051 West 56th Avenue, Denver, CO 80221
2055 West 56th Avenue, Denver, CO 80221

Please direct all Closing inquiries to:

Keith Allen
Phone: (303) 780-4039
Email Address: keith.allen@stewart.com

SELLER:

CSWM Properties, LLC, a Colorado limited liability company
Delivery Method: Emailed

LISTING AGENT:

Lee & Associates
717 17th Street
Denver, CO 80202
Contact: Jeff Hallberg
Phone: (303) 501-8772
Email: jhallberg@lee-associates.com
Contact: Sean Flanagan
Email: stfcolorado@gmail.com
Delivery Method: Emailed

Please direct all Title inquiries to:

Andy Baker
Phone: (303) 780-4018
Email Address: andy.baker@stewart.com

BUYER:

FRE.Deal1 LLC, a Colorado limited liability company
Delivery Method: Emailed

SELLER ATTORNEY:

Frascona, Joiner, Goodman and Greenstein, P.C.
4750 Table Mesa Drive,
Boulder, Colorado 80305
Phone: (303) 539-9221
Contact: Harmon Zuckerman, Esq.
Email: harmon@frascona.com
Delivery Method: Emailed

THIS REVISION OF THE TITLE COMMITMENT INCLUDES THE FOLLOWING CHANGES:

Schedule A: Updated Effective Date.
Schedule B-I: Deleted Requirement No. 12a.
Schedule B-II: Amended Exception No. 8a. (Tax Year).

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:


Authorized Countersignature




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

Stewart Title Guaranty Company
55 Madison Street, Suite 400
Denver, CO 80206
(303) 331-0333
Agent ID: 06J050

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ALTA Commitment For Title Insurance (7-01-2021)

Page 1 of 4



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.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature 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.

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ALTA Commitment For Title Insurance (7-01-2021)

Page 2 of 4



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.

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.

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File No. 24000310315

ALTA Commitment For Title Insurance (7-01-2021)

Page 3 of 4



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.

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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No. 24000310315

ALTA Commitment For Title Insurance (7-01-2021)

Page 4 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title Guaranty Company
Issuing Office: 55 Madison Street, Suite 400, Denver, CO 80206
Issuing Office's ALTA® Registry ID: 1027978
Loan ID Number:
Commitment Number: 24000310315
Issuing Office File Number: 24000310315
Property Address: 5671 Tejon Street, Denver, CO 80221
2051 West 56th Avenue, Denver, CO 80221
2055 West 56th Avenue, Denver, CO 80221
Revision Number: 3

1. **Commitment Date:** January 03, 2025 at 5:30 P.M.

2. Policy to be issued:	Proposed Amount of Insurance
(a) 2021 ALTA® Owner's Policy - Extended	\$2,900,000.00
Proposed Insured: FRE.Deal1 LLC, a Colorado limited liability company	

(b) 2021 ALTA® Loan Policy None

Proposed Insured:

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:**

CSWM Properties, LLC, a Colorado limited liability company

5. **The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

These charges are due and payable
before a policy can be issued
See Attached Statement of Charges


Authorized Countersignature

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File No. 24000310315

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 1 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL I:

Lot 1,
Block 1,
[LEEPER SUBDIVISION](#),
County of Adams,
State of Colorado.

PARCEL II:

The South 143.70 feet of that part of the West 1/2 Southwest 1/4 of Section 9, Township 3 South, Range 68 West, more particularly described as follows:

Beginning at the Southwest corner of Section 9;
Thence Easterly along the South line of said Section 9 a distance of 996.6 feet to a point;
Thence North a distance of 388.0 feet to the TRUE POINT OF BEGINNING;
Thence continuing North a distance of 665.38 feet to a point;
Thence East parallel with the South line of said Section 9 a distance of 334.84 feet to a point on the East line of said West 1/2 Southwest 1/4 of Section 9;
Thence Southerly along said East line a distance of 665.38 feet to a point;
Thence Westerly parallel with the South line of said Section 9 a distance of 333.17 feet to the TRUE POINT OF BEGINNING;
EXCEPT the East 30.0 feet thereof;
EXCEPT Lot 1, Block 1, [LEEPER SUBDIVISION](#).

Also described as:

That part of the Southwest 1/4 Southwest 1/4 of Section 9, Township 3 South, Range 68 West of the 6th Principal Meridian, Adams County, Colorado, described as:

Beginning at the Southeast corner of said Southwest 1/4 Southwest 1/4;
Thence North 00°08'38" East along the centerline of Tejon Street a distance of 323.00 feet;
Thence South 90°00'00" West parallel with the South line of [Leeper Subdivision](#), as recorded in File 14, Map 211, Adams County records, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;
Thence South 90°00'00" West parallel with the South line a distance of 303.01 feet to a point on the East line of [Felch Subdivision](#), as recorded in File 14, Map 121, Adams County records;
Thence North 00°00'00" East along said East line a distance of 65.00 feet to the Southwest corner of said Leeper Subdivision;
Thence 90°00'00" East along said South line of [Leeper Subdivision](#), a distance of 303.17 feet to the Southeast corner of said Leeper Subdivision, and a point on the West right of way line of Tejon Street;
Thence South 00°08'38" West along said West right of way line a distance of 65.00 feet to the true point of beginning,
County of Adams,
State of Colorado.

PARCEL III:

A parcel of land described as follows:

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File No. 24000310315

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 2 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Beginning 1086.6 feet East of the Southwest corner of the West 1/2 of the Southwest 1/4 of Section 9, Township 3 South, Range 68 West;
Thence North 240 feet;
Thence West 90 feet;
Thence North 148 feet, more or less;
Thence East 337.17 feet to a point on the East line of said West 1/2 of the Southwest 1/4 of said Section 9;
Thence South 388 feet;
Thence West to the point of beginning, EXCEPT the East 30 feet and EXCEPT the South 40 feet thereof and EXCEPT that portion in instrument recorded September 25, 1991 at [Reception No. B1024360](#).
County of Adams,
State of Colorado.

PARCEL IV:

A tract of land in Section 9, Township 3 South, Range 68 West, described by metes and bounds as follows:

Beginning at a point on the South line of the Southwest 1/4 of Section 9, Township 3 South, Range 68 West, 996.6 feet East of the Southwest corner of said 1/4 section;
Thence running East 90 feet to a point;
Thence running North 240 feet to a point;
Thence running West 90 feet to a point;
Thence running South 240 feet to the place of beginning, less a strip of land 40 feet wide along the South side of said tract for use as a public road.
County of Adams,
State of Colorado.

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File No. 24000310315

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 3 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STATEMENT OF CHARGES

Basic Rate
2021 ALTA Owner's Policy: \$5,983.00
Owner's Extended Coverage: \$65.00

Tax Certificate: \$120.00

(Sch. #'s

[0182509310001](#)

[0182509300059](#)

[0182509300060](#)

[0182509300014](#)):

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File No. 24000310315

CO ALTA Commitment for Title Insurance Schedule A (07-01-2021) COM

Page 4 of 4



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021) SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 24000310315- Revision No. 3

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. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record:
 - a. Warranty Deed from CSWM Properties, LLC, a Colorado limited liability company, vesting fee simple title in FRE.Deal1 LLC, a Colorado limited liability company.
NOTE: A [Real Property Transfer Declaration \(TD-1000\)](#) is required with each transfer in the State of Colorado.
NOTE: Deed must include a notation as to the legal address of the grantee.

NOTE: The Operating Agreement for CSWM Properties, LLC, a Colorado limited liability company discloses the following persons/parties as those authorized to transact business on behalf of said entity:
Sarah A. Miller, Manager

[Intentionally deleted.] b. Deed of Trust from Proposed Borrower, to the Public Trustee, for the benefit of Proposed Lender.
6. Receipt by the Company of [Commercial Lien Affidavit](#), executed by CSWM Properties, LLC, a Colorado limited liability company.
NOTE: If the property is currently under construction or new improvements have been made, this commitment is subject to additional requirements.
NOTE: Affiant must affirm that no lease contains any option to purchase, right of first offer, or right of first refusal.
7. [Intentionally deleted.] Receipt by the Company of [Commercial Lien Affidavit](#), executed by Buyer/Borrower.
NOTE: If the property is currently under construction or new improvements have been made, this commitment is subject to additional requirements.
8. Receipt by the Company of a satisfactory survey.
NOTE: Policy will contain an exception to any adverse matters disclosed.
9. Payment of taxes and assessments now due and payable.
10. Payment, transfer and final reading for water, sewer, storm water and solid waste charges, currently assessed against the subject property.

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File No. 24000310315

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

NOTE: The subject property may lie within an area where local Ordinances/Municipal Codes allow unpaid water/sewer and solid waste charges to become a **lien on the real property**.

NOTE: Some municipalities **REQUIRE** the title company to arrange the transfer of service from buyer to seller.

NOTE: It is highly recommended that seller provide specific account numbers for municipalities that handle the billings for these services.

11. [Intentionally deleted.] Approval to issue this policy must be obtained from authorized Underwriting Personnel of Stewart Title Guaranty Company. This commitment and any policies to be issued are subject to additional limitations, requirements or exceptions made by Stewart Title Guaranty Company.
12. Receipt by the Company relating to CSWM Properties, LLC, a Colorado limited liability company, the Company requires for its review the following:
[Intentionally deleted.] a.) Copy of the fully executed Operating Agreement of the limited liability company and any amendments thereof,
b.) Execution and recordation of Statement of Authority pursuant to the provisions of Section 38-30-172 C.R.S.
NOTE: The company reserves the right to make additional requirements upon its review of this document.
13. [Intentionally deleted.] This commitment is subject to such further Exceptions and/or Requirements as may appear necessary when the name of the Proposed Insured (Schedule A, Item 2A) has been disclosed.

NOTE: Vesting Deed is recorded November 21, 2012 at [Reception No. 2012000088342](#) and July 12, 2013 at [Reception No. 2013000056771](#).

NOTE: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. § 39-22-604.5, by completing [Colorado DR 1083](#) (Nonresident Withholding).

NOTE: Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review prior to closing.

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File No. 24000310315

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 2 of 2



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 24000310315- Amended No. 3

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. Rights or claims of parties in possession, not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. a. **Taxes for the year 2025, and subsequent years; special assessments or charges not certified to the County Treasurer.**
(NOTE: This will appear on the Owner's Policy, upon proof of payment.)

[Intentionally deleted.] b. Taxes for the year 2024, a lien, but not yet due or payable.
(NOTE: This will appear on the Loan Policy, upon proof of payment.)
9. Easement Agreement recorded November 24, 2020 at [Reception No. 2020000122218](#).
10. Easements, notes, restrictions and rights-of-way, as set forth on the plat of Leeper Subdivision, recorded March 19, 1975, at [Reception No. 74140](#).
11. Existing leases and tenancies.
NOTE: Upon receipt by the Company of the Commercial Lien Affidavit, this exception may be modified or deleted.

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File No. 24000310315

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021) COM

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: Exceptions 1 and 4 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions.

Exceptions 2 and 3 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit required herein. Exception 5 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

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File No. 24000310315

CO ALTA Commitment For Title Insurance Schedule B II (07-01-2021) COM

Page 2 of 2



Stewart Title Guaranty Company - Commercial Services

FUNDS DISCLOSURE

The title company, Stewart Title Guaranty Company - Commercial Services in its capacity as escrow agent, has been authorized to receive funds and disburse them when all funds received are either: (a) available for immediate withdrawal as a matter of right from the financial institution in which the funds are deposited, or (b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn.

The title company is disclosing to you that the financial institution may provide the title company with computer accounting or auditing services, or other bank services, either directly or through a separate entity which may or may not be affiliated with the title company. This separate entity may charge the financial institution reasonable and proper compensation for these services and retain any profits there from.

The title company may also receive benefits from the financial institution in the form of advantageous interest rates on loans, sometimes referred to as preferred rate loan programs, relating to loans the title company has with the financial institution. The title company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. In the event that the parties to this transaction have agreed to have interest on earnest money deposit transferred to a fund established for the purpose of providing affordable housing to Colorado residents, then the earnest money shall remain in an account designated for such purpose, and the interest money shall be delivered to the title company at closing.

STEWART INFORMATION SERVICES CORPORATION
Updated August 29, 2023
GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

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

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
 - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
 - Directly and indirectly from activity on Stewart's website or other applications.
 - From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart’s business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut@stewart.com or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
CSWM PROPERTIES, LLC
a Colorado Limited Liability Company**

THIS AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement"), made effective as of November 8, 2023, is by and between the Managers and the Members of CSWM Properties, LLC, a Colorado limited liability company, whose signatures appear on the signature page hereto.

EXPLANATORY STATEMENT

The parties previously organized and currently operate limited liability company known as CSWM Properties, LLC; and

The parties desire to amend and restate the Company's Operating Agreement, and to operate the Company in accordance with the terms and subject to the conditions set forth in this Amended and Restated Operating Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

**SECTION I
DEFINED TERMS**

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Colorado Limited Liability Company Act, as amended from time to time.

"Adjusted Capital Account Deficit" means, with respect to any Interest Holder, the deficit balance, if any, in the Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by the amounts which the Interest Holder is obligated to restore pursuant to Section 4.4.2, or is deemed obligated to restore pursuant to Regulation Sections 1.704-1(g)(i) and (i)(5) (i.e., the Interest Holder's Share of Minimum Gain and Member Minimum Gain); and

(ii) the deficit shall be increased by the items described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"Affiliate" means, with respect to any Member, any Person: (i) which owns directly or indirectly more than 10% of the voting interests in the Member; or (ii) in which the Member owns directly or indirectly more than 10% of the voting interests; or (iii) in which more than 10% of the voting interests

are owned directly or indirectly by a Person who has a relationship with the Member described in clause (i) or (ii) above.

"Agreement" means this Agreement, as amended from time to time.

"Capital Account" means the account maintained by the Company for each Interest Holder in accordance with the following provisions:

(i) an Interest Holder's Capital Account shall be credited with the Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Interest Holder (or which are secured by Company property distributed to the Interest Holder), the Interest Holder's allocable share of Profit and any item in the nature of income or gain specially allocated to such Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3); and

(ii) an Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Interest Holder, the Interest Holder's allocable share of Loss, and any item in the nature of expenses or losses specially allocated to the Interest Holder pursuant to the provisions of Section IV (other than Section 4.3.3).

If any Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Interest. If the book value of Company property is adjusted pursuant to Section 4.3.3, the Capital Account of each Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Interest Holders shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any noncash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements and replacements as determined by the Manager. Cash Flow shall be increased by the reduction of any reserve previously established.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means the limited liability company formed in accordance with this Agreement.

"CSOS" means the Colorado Secretary of State.

"Interest Holder" means any Person who holds a Membership Interest, whether as a Member or as an unadmitted assignee of a Member.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;
- (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v);
- (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;
- (viii) if the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property, unless the Member's Membership Interest passes to another Person as a result of the Member's death pursuant to the terms of Section 6.1.2 of this Agreement;
- (ix) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;
- (x) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;
- (xi) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter;
- (xii) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company; or
- (xiii) breach of the Agreement by the Member.

"*Manager*" is the Person or Persons designated as such in *Section V*.

"*Member*" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

"*Member Minimum Gain*" has the meaning set forth in Regulation Section 1.704-2(i) for "partner nonrecourse debt minimum gain."

"Membership Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Membership Interest; (ii) right to inspect the Company's books and records; and (iii) right to participate in the management of and vote on matters coming before the Company.

"Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

"Negative Capital Account" means a Capital Account with a balance of less than zero.

"Percentage" means, as to a Member, the percentage set forth after the Member's name on **Exhibit A**, as amended from time to time, and as to an Interest Holder who is not a Member, the Percentage of the Member whose Membership Interest has been acquired by such Interest Holder, to the extent the Interest Holder has succeeded to that Member's Membership Interest.

"Person" means and includes any individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Profit" and *"Loss"* means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss;

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss;

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes;

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

"*Regulation*" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"*Resignation*" means a Member's dissociation with the Company by means other than by a Transfer or an Involuntary Withdrawal.

"*Transfer*" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means, voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

SECTION II FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. Organization. The parties organized a limited liability company pursuant to the Act and caused Articles of Organization to be prepared, executed, and with the CSOS on October 3, 2012.

2.2. Name of the Company. The name of the Company shall continue to be "CSWM Properties, LLC." The Company may do business under that name and under any other name or names upon which the Members select. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.

2.3. Purpose. The business of the Company shall be to own and manage real property, to engage in all activities related thereto, and to engage in any lawful business activities as the Members may authorize from time to time.

2.4. Term. The term of the Company shall begin upon the acceptance of the Articles of Organization by the CSOS and shall continue in existence unless its existence is sooner terminated pursuant to Section VII of this Agreement.

2.5. Principal Office. The principal office of the Company in the State of Colorado shall be located at 2489 Gross Dam Road, Golden, CO 80403 or at any other place which the Manager selects.

2.6. Resident Agent. The name and address of the Company's registered agent in the State of Colorado shall be Charles S. Miller, 2489 Gross Dam Road, Golden, CO 80403.

2.7. Members. The name, present mailing address, and Percentage of each Member are set forth on Exhibit A.

2.8. Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in Company property in such Member's individual name or right, and each Member's interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all of its real and personal property in the name of the Company and not in the name of any Member.

SECTION III MEMBERS; CAPITAL; CAPITAL ACCOUNTS

3.1. Capital Contributions. The Members' current Capital Contributions are respectively set forth on Exhibit A.

3.2. Additional Capital Contributions.

3.2.1. If the Manager at any time or from time to time determines that the Company requires additional Capital Contributions, then the Manager shall give notice to each Interest Holder of (i) the total amount of additional Capital Contributions needed, (ii) the reason the additional Capital Contribution is needed, and (iii) each Interest Holder's proportionate share of the total additional Capital Contribution needed. Upon receipt of such notice, if the Members determine, by unanimous consent, that the Company requires the recommended additional Capital Contributions, each Member shall contribute such Member's share of such additional Capital Contributions. A Member's share of the additional Capital Contributions shall be equal to the product obtained by multiplying the Member's Percentage and the total additional Capital Contributions required. Within thirty (30) days after the Members have determined the amount of additional Capital Contribution required, each Member shall pay the Member's share, in cash or by certified check, to the Company.

3.2.2. Except as provided in Section 3.2.1, no Interest Holder shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligations of the Company.

3.2.3. If an Interest Holder fails to pay when due all or any portion of any Capital Contribution, the Manager shall request the nondefaulting Interest Holders to pay the unpaid amount of the defaulting Interest Holder's Capital Contribution (the "Unpaid Contribution"). To the extent the Unpaid Contribution is contributed by any other Interest Holder, the defaulting Interest Holder's Percentage shall be reduced and the Percentage of each Interest Holder who makes up the Unpaid Contribution shall be increased, so that each Interest Holder's Percentage is equal to a fraction, the numerator of which is that Interest Holder's total Capital Contribution and the denominator of which is the total Capital Contributions of all Interest Holders. The Manager shall amend **Exhibit A** accordingly. This remedy is in addition to any other remedies allowed by law or by this Agreement.

3.3. No Interest on Capital Contributions. Interest Holders shall not be paid interest on their Capital Contributions.

3.4. Return of Capital Contributions. Except as otherwise provided in this Agreement, no Interest Holder shall have the right to receive the return of any Capital Contribution.

3.5. Form of Return of Capital. If an Interest Holder is entitled to receive a return of a Capital Contribution, the Interest Holder shall not have the right to receive anything other than cash in return of the Interest Holder's Capital Contribution.

3.6. Capital Accounts. A separate Capital Account shall be maintained for each Interest Holder.

3.7. Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

SECTION IV PROFIT, LOSS, AND DISTRIBUTIONS

4.1. Distributions of Cash Flow. Cash Flow for each taxable year of the Company shall be distributed to the Interest Holders in proportion to their Percentages no later than seventy-five (75) days after the end of the taxable year.

4.2. Allocation of Profit or Loss. After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss shall be allocated to the Interest Holders in proportion to their Percentages.

4.3. Regulatory Allocations.

4.3.1. *Qualified Income Offset.* No Interest Holder shall be allocated Losses or deductions if the allocation causes an Interest Holder to have an Adjusted Capital Account Deficit. If an Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.2. *Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Interest Holder, prior to any other allocation pursuant to this Section IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g)(2). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.3. *Contributed Property and Book-Ups.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations thereunder.

4.4. Liquidation and Dissolution.

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Interest Holders in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss pursuant to Sections 4.1 or 4.2, if any, and distributions, if any, of cash or property, if any, pursuant to Sections 4.1 and 4.2.

4.4.2. No Interest Holder shall be obligated to restore a Negative Capital Account.

4.5. General.

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Members.

4.5.2. If any assets of the Company are distributed in kind to the Interest Holders, those assets shall be valued on the basis of their fair market value, and any Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Interest Holder and the successor on the basis of the number of days each was an Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to any other extraordinary nonrecurring items of the Company.

4.5.4. The Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Interest Holder without the Interest Holder's prior written consent.

SECTION V MANAGEMENT: RIGHTS, POWERS, AND DUTIES

5.1. Management.

5.1.1. *Manager.* The Company shall be managed by Managers, who may, but need not, be a Member. Charles S. Miller and Sarah A. Miller are hereby designated to serve as the initial Managers. Any designated Manager may act on behalf of the Company; the unanimous joinder of all Managers shall not be required. The Members, at any time and from time to time and for any reason, may, upon the affirmative vote of Members holding more than (50%) of the Percentages then held by Members, remove a Manager then acting and elect a new Manager.

5.1.2. *General Powers.* The Managers shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including, without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

5.1.2.4. enter into agreements and contracts and to give receipts, releases and discharges;

5.1.2.5. purchase liability and other insurance to protect the Company's properties and business;

5.1.2.6. borrow money for and on behalf of the Company, and, in connection therewith, execute and deliver instruments authorizing the confession of judgment against the Company;

5.1.2.7. execute or modify leases with respect to any part or all of the assets of the Company;

5.1.2.8. prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any asset of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or deeds of trust;

5.1.2.9. execute any and all other instruments and documents which may be necessary or in the opinion of the Manager desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

5.1.2.10. make any and all expenditures which the Manager, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization, financing and operation of the Company;

5.1.2.11. enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company; and

5.1.2.12. invest and reinvest Company reserves in short-term instruments or money market funds.

5.1.3. Extraordinary Transactions. Notwithstanding anything to the contrary in this Agreement, the Manager shall not undertake any of the following without the unanimous consent of the Members:

5.1.3.1. the Company's lending more than \$5,000 of its money on any one occasion.

5.1.3.2. the admission of additional Members to the Company;

5.1.3.3. any additional Capital Contributions.

5.1.3.4. knowingly do any act in contravention of this Operating Agreement;

5.1.3.5. make an assignment of Company property in trust for creditors or on the assignee's promise to pay the debts of the Company;

5.1.3.6. confess a judgment against the Company;

5.1.3.7. cause the Company to voluntarily take any action that would cause a bankruptcy of the Company;

5.1.3.9. cause a significant change in the nature of the Company's business;

5.1.3.10. cause the Company to incur any liabilities or to make any capital expenditures in any single transaction in excess of \$5,000;

5.1.3.11. sell, encumber, pledge or otherwise dispose of all or substantially all of the Company's assets other than in the ordinary course of the Company's business, except for a liquidating sale in connection with the dissolution of the Company;

5.1.3.12. distributions of Cash Flow; or

5.1.3.13. the Company's electing to exercise any Purchase Option pursuant to Section 6.4.

5.1.4. Limitation on Authority of Members.

5.1.4.1. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

5.1.4.2. Any Member who takes any action or binds the Company in violation of this Section 5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.2. Meetings of and Voting by Members.

5.2.1. Except as otherwise provided in the Act or this Agreement, meetings of the Members are not required.

5.2.2. A meeting of the Members may be called at any time by the General Manger or by those Members holding at least ten percent (10%) of the Percentages then held by Members. Meetings of Members shall be held at the Company's principal place of business or at any other place designated by the Persons calling the meeting. Not less than ten (10) nor more than fifty (50) days before each meeting, the Persons calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy and fails to object to the lack of notice. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding more than (50%) of the Percentages then held by Members constitutes a quorum. A Member may

vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney-in-fact.

5.2.3. Except as otherwise provided in this Agreement, the affirmative vote of Members holding more than fifty percent (50%) of the Percentages then held by Members present at a meeting at which there is a quorum shall be required to approve any matter coming before the Members.

5.2.4. Any action required or permitted by the Act to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Company for filing with the Company records. Any such action by written consent shall be effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date. Written consent of the Members entitled to vote has the same force and effect as a unanimous vote of such Members and may be stated as such in any document. The record date for determining Members entitled to take action without a meeting is the date the first Member signs the consent.

5.3. Personal Services.

5.3.1. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Manager, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

5.3.2. Unless approved by Members holding not less than sixty six percent (66%) of the Percentages then held by Members, the Manager shall not be entitled to compensation for services performed for the Company. However, upon substantiation of the amount and purpose thereof, the Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

5.4. Duties of Parties.

5.4.1. The Manager, or a Member shall not be liable, responsible, or accountable in damages or otherwise to the Company or to any other Member for any action taken or any failure to act on behalf of the Company within the scope of the authority conferred on the Manager or Member by this Agreement or by law, unless the action was taken or omission was made fraudulently or in bad faith or unless the action or omission constituted gross negligence.

5.4.2. Except as otherwise expressly provided in Section 5.4.3, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates.

5.4.3. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

5.5. Indemnity and Defense of Members, Managers, Employees and Other Agents. The Company shall indemnify and defend every Manager and Member to the maximum extent permitted under Section 7-80-407 of the Act, as amended replaced from time to time, in respect of payments made and personal liabilities reasonably incurred by that Manager or Member in the ordinary and proper conduct of the business of the Company or the preservation of the Company's business or property. The Company may indemnify and defend its employees and other agents who are not Managers or Members to the maximum extent permitted under Section 7-80-407 of the Act, as amended replaced from time to time, in respect of payments made and personal liabilities reasonably incurred by such employees and other agents in the ordinary and proper conduct of the business of the Company or the preservation of the Company's business or property; provided, however, that indemnification of such employees or other agents of the Company in any given situation shall require prior approval by a majority of the Percentage Interests of the Company.

5.6. Deadlock. If any vote is required on any matter under this Agreement, and there are neither sufficient votes to approve nor disapprove of the matter, then any party may require that the matter be submitted to mediation in accordance with section 9.4 of this Agreement

SECTION VI TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS

6.1. Transfers.

6.1.1 *General Transfers Prohibition.* No Member may Transfer all, or any portion of, or any interest or rights in, the Membership Rights owned by the Member, and no Interest Holder may Transfer all, or any portion of, or any interest or rights in, any Membership Interest. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Rights or Membership Interests in violation of the prohibition contained in this Section 6.1.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Rights are attempted to be transferred in violation of this Section 6.1.1 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Rights.

6.1.2 *Transfer upon Death.* Notwithstanding the terms of Section 6.1.1, this Section 6.1.5 shall apply in the event of the death of Member Charles S. Miller or Sarah A. Miller:

6.1.2.1 If Member Charles S. Miller is survived by Sarah A. Miller. If Member Charles S. Miller is survived by his spouse, Sarah A. Miller, then upon the death of such Member, the deceased Member's Membership Interest shall automatically pass to Sarah A. Miller. Upon the passing of the deceased Member's interest, Sarah A. Miller shall assume and shall be entitled to all rights and authority associated with those Membership Interests held by Charles S. Miller at the time of his death. At such time, Sarah A. Miller shall continue to serve as the Manager of the Company. The transfer and appointment contemplated by this paragraph shall not require any involvement by the Personal Representative or any other party on behalf of the deceased Member's estate, nor shall such transfer and appointment require any formal or informal probate administration proceedings.

6.1.2.2 If Member Sarah A. Miller is survived by Charles S. Miller. If Member Sarah A. Miller is survived by her spouse, Charles S. Miller, then upon the death of such Member, the deceased Member's Membership Interest shall automatically pass to Charles S. Miller. Upon the passing of the deceased Member's interest, Charles S. Miller shall assume and shall be entitled to all rights and authority associated with those Membership Interests held by Sarah A. Miller at the time of her death. At

such time, Charles S. Miller shall continue to serve as the Manager of the Company. The transfer and appointment contemplated by this paragraph shall not require any involvement by the Personal Representative or any other party on behalf of the deceased Member's estate, nor shall such transfer and appointment require any formal or informal probate administration proceedings.

6.2. Resignation. Except as otherwise provided herein, no Member shall demand or receive a return on or of its Capital Contributions or resign or withdraw from the Company without the consent of all of the Members. Without the prior written consent of all other Members, no Member may resign or withdraw as a Member except upon ninety (90) days prior written notice to the Company and to all other Members. The resignation or withdrawal of a Member upon ninety (90) days written notice shall cause the Company to dissolve as of the effective date thereof, unless the business of the Company is continued by the unanimous consent of the remaining Members. Except as otherwise provided in the Act or this Agreement, upon resignation, any resigning Member is entitled to receive only the distribution to which such Member is entitled under this Agreement, which shall be equal to the return of the Member's Capital Contribution, without regard to any appreciation, depreciation or interest associated with the resigning member's Capital Contribution. Under circumstances requiring a return of any Capital Contributions, no Member has the right to receive any property or assets of the Company other than cash except as may be specifically provided herein. If a Member's resignation violates the terms of this Agreement, the Company may seek to recover from the resigning Member damages for breach of this Agreement, and offset the damages against the amount otherwise distributable to such Member.

6.3. Optional Buy-out in Event of Involuntary Withdrawal.

6.3.1. If the Members elect to continue the Company after an Involuntary Withdrawal, the withdrawn Member shall be deemed to offer for sale (the "Withdrawal Offer") to the Company all of the Membership Rights owned of record and beneficially by the withdrawn Member (the "Withdrawal Interest").

6.3.2. The Withdrawal Offer shall be and remain irrevocable for a period (the "Withdrawal Offer Period") ending at 11:59 P.M., local time, at the Company's principal office on the sixtieth (60th) day following the date the Members elect to continue the Company. At any time during the Withdrawal Offer Period, the Company may accept the Withdrawal Offer by notifying the withdrawn Member (the "Withdrawal Notice") of its acceptance. The withdrawn Member shall not be deemed a Member or Manager for the purpose of the vote on whether the Company shall accept the Withdrawal Offer.

6.3.3. If the Company accepts the Withdrawal Offer, the Withdrawal Notice shall fix a closing date (the "Withdrawal Closing Date") for the purchase which shall be not earlier than ten (10) or later than sixty (60) days after the expiration of the Withdrawal Offer Period.

6.3.4. If the Company accepts the Withdrawal Offer, the Company shall pay the withdrawn Member a price (the "Withdrawal Purchase Price") equal to the withdrawn Member's current Percentage multiplied by the Appraised Value as determined in Section 6.4. The Withdrawal Purchase Price shall be paid on the Withdrawal Closing Date by either (y) delivering on such date a lump sum payment in the amount of the Withdrawal Purchase Price in immediately available funds, or (z) through payment of a cash down payment of ten percent (10%) of the Withdrawal Purchase Price, and the delivery of a promissory note for the balance of the purchase price bearing interest at the rate of five percent (5%) per annum payable annually and requiring five (5) equal annual payment of principal, with the first such payment due on (1) year after the date of execution of such note. Simultaneously with the payment of the Withdrawal Purchase Price as set forth above, the withdrawn Member shall execute and deliver to the Remaining Members those assignments and other instruments as may be reasonably required to vest in

the Remaining Members all right, title, and interest in and to the Withdrawal Interest, free and clear of all liens and encumbrances.

6.3.5. If the Company fails to accept the Withdrawal Offer, then the withdrawn Member or the withdrawn Member's successor, as the case may be, upon the expiration of the Withdrawal Offer Period, thereafter shall be treated as the unadmitted assignee of a Member.

6.4. Appraised Value.

6.4.1. The term "Appraised Value" means the appraised value of the equity of the Company's assets as hereinafter provided. Within fifteen (15) days after demand by either one to the other, the Company and the withdrawn Member shall each appoint an appraiser to determine the value of the equity of the Company's assets. If the two appraisers agree upon the equity value of the Company's assets, they shall jointly render a single written report stating that value. If the two appraisers cannot agree upon the equity value of Company's assets, each Appraiser shall submit its written determination of the equity of the Company's assets. If the higher determination of value is not greater than 110% of the lower determination, then the Appraised Value of Company's assets shall be the average of those two determinations. If the higher determination of the equity value of Company's assets is greater than 110% of the lower determination, then the two Appraisers shall jointly select a third Appraiser within 10 days after the date on which they are informed of such difference. Such third Appraiser shall deliver its written determination of the equity value of Company's assets within 30 days after its retention, and the equity value of Company's assets shall be deemed to be the average of all three determinations. The costs of the third Appraiser shall be shared equally by both parties.

6.4.2. The equity value contained in the aforesaid joint written report or written report of the third appraiser, as the case may be, shall be the Appraised Value; provided, however, that if the value of the equity contained in the appraisal report of the third appraiser is more than the higher of the first two appraisals, the higher of the first two appraisals shall govern; and provided, further, that if the value of the equity contained in the appraisal report of the third appraiser is less than the lower of the first two appraisals, the lower of the first two appraisals shall govern.

SECTION VII DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY

7.1. Events of Dissolution. The Company shall be dissolved upon the happening of any of the following events:

7.1.1. upon the unanimous written agreement of the Members; or

7.1.2. upon the death, retirement, resignation, expulsion, bankruptcy, dissolution or Involuntary Withdrawal of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, unless the Manager and a majority of the remaining Members (in number and voting interest), within ninety (90) days after the event or occurrence, elect to continue the business of the Company.

7.1.3 Notwithstanding the foregoing provisions contained in this Section 7.1, the Company shall not be dissolved upon the death of Charles S. Miller or Sarah A. Miller. Rather, those Membership Interests held by Charles S. Miller or Sarah A. Miller at the time of his or her respective death shall pass in accordance with Section 6.1.2.

7.2. Liquidating Trustee. If the Company is dissolved, the Manager shall act as liquidating trustee. The Manager shall liquidate and reduce to cash the assets of the Company as promptly as is consistent with obtaining a fair value therefor and, unless otherwise required by law, shall apply and distribute the proceeds of liquidation, as well as any other Company assets, first, to the payment of creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company; then to Interest Holders in satisfaction of any distributions of Cash Flow; and then to the Interest Holders in accordance with *Section 4.4*.

7.3. Filing of Articles of Dissolution. If the Company is dissolved pursuant to Section 7.1, the Manager shall cause to be filed Articles of Dissolution with the CSOS and the business affairs of the Company to be wound up.

SECTION VIII BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

8.1. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts maintained in the Company's name. The Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. Books and Records. The Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be (1) maintained in accordance with the requirements of Section 7-80-411 of the Act; (2) maintained in accordance with sound accounting practices; and (3) shall be available at the Company's principal office for inspection and copying at the reasonable request, and at the expense, of any Member during ordinary business hours.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Manager, subject to the requirements and limitations of the Code.

8.4. Partnership Representative. Charles S. Miller is designated as the initial "Partnership Representative," as such term is defined in section 6223 of the Code. If Charles S. Miller is unwilling or unable to serve as Partnership Representative, Sarah A. Miller is designated to serve as Partnership Representative. The appointment of any successor Partnership Representative shall be approved by a vote of Members holding more than (50%) of the Percentages then held by Members. Subject to the provisions hereof, the Partnership Representative is authorized and required to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Notwithstanding the foregoing, the Partnership Representative shall promptly notify all Members of the commencement of any audit, investigation or other proceeding concerning the tax treatment of Company tax items and shall keep all Members adequately informed of such proceedings. If the Partnership Representative selects a forum for appeal in which it is required to deposit a proportionate share of any disputed tax before making such appeal, each Member will be required to deposit and pay its proportionate share of such disputed tax before participating in such appeal. The Members acknowledge that such deposit may not earn interest and that the failure to make such a deposit may preclude the Member from pursuing any other sort of appeal by court action. The Partnership Representative shall not be liable to any other Member for any action taken with respect to any such administrative proceeding or appeal so long as the Partnership Representative is not grossly negligent or guilty of willful misconduct. Any costs paid or incurred by the Partnership Representative in connection with its activities in such capacity shall be reimbursed by the Company. Each Member acknowledges that

any cost it may incur in connection with an audit of its income tax return, including an audit of its investment in the Company, is such Member's sole responsibility and obligation, and neither the Company nor the Partnership Representative shall be liable to any Member for reimbursement or sharing of any such cost.

8.5. Tax Elections. The Partnership Representative and the Company shall make or cause to be made all available elections as required by the Code and the Treasury Regulations to cause the Company to be classified as a partnership for federal income tax purposes. The Partnership Representative shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the Partnership Representative's sole and absolute discretion.

8.6. Title to Company Property. All real and personal property acquired by the Company shall be held and owned, and conveyance made, by the Company in its name.

SECTION IX GENERAL PROVISIONS

9.1. Assurances. Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing and other acts as the Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and delivered personally, by e-mail, or sent by certified or registered mail, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company shall be given by the Manager. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

9.3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. Mediation. Subject to Section 9.3 herein, if a dispute or a material breach arises from or relates to this Agreement, and if the Parties to the dispute or material breach cannot resolve such dispute through direct discussions, then, the Parties agree to first endeavor to settle such dispute or breach in an amicable manner through mediation. Any mediation shall be conducted in a location as determined by affirmative vote of Members holding more than 50% of the Percentages then held by Members; provided, however, that either party shall be entitled to participate in such mediation by teleconference or video conference. If the dispute or material breach is not entirely resolved within 30 days of the date written notice requesting mediation is given by one party to the other, then the obligation to mediate shall end. Notwithstanding anything to the contrary contained in this Agreement, the running of any cure period or

similar time period provided in this Agreement shall be tolled pending completion or expiration of the mediation process or obligation.

9.5. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, agreements or understandings including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

9.6. Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the State of Colorado.

9.7. Section Titles. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.8. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.9. Jurisdiction and Venue. Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the District of Colorado or any Colorado State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

9.10. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.11. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.13. Estoppel Certificate. Each Member shall, within ten (10) days after written request by any Member or the Manager, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof. If the certificate is not received within that ten (10)-day period, the Manager may execute and deliver the certificate on behalf of the requested Member.

9.14. Independent Advice. The Members agree that the law firm of Frasca, Joiner, Goodman and Greenstein, P.C., represents only the Company in connection with the preparation of this Agreement, and has not offered any Member or other person any advice regarding the advisability of entering into this Agreement. Each person executing this Agreement further acknowledges and agrees that such person: (a)

has been advised to retain independent legal, tax, and accounting advice of their own choosing for purposes of representing their individual interests with respect to the subject matter hereof; (b) has been given reasonable time and opportunity to obtain such advice; and (c) has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at his or her own expense without expecting the Company to reimburse such person for such fees and other expenses.

[signature page follows]

CERTIFICATE

The Undersigned hereby agree, acknowledge and certify that the foregoing Amended and Restated Operating Agreement constitutes the Operating Agreement of the Company adopted by the Managers and by the Members of the Company as of the day and year first set forth above.

CSWM PROPERTIES, LLC

MANAGERS:

By: *Charles S. Miller*
Charles S. Miller (Dec 3, 2023 12:04 MST)
Charles S. Miller, Manager

By: *Sarah Miller*
Sarah Miller (Dec 3, 2023 12:01 MST)
Sarah A. Miller, Manager

MEMBERS:

By: *Charles S. Miller*
Charles S. Miller (Dec 3, 2023 12:04 MST)
Charles S. Miller, Member

By: *Sarah Miller*
Sarah Miller (Dec 3, 2023 12:01 MST)
Sarah A. Miller, Member

EXHIBIT A

**NAMES, ADDRESSES, CAPITAL CONTRIBUTIONS, AND
PERCENTAGE INTERESTS**

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Charles S. Miller 2489 Gross Dam Road Golden, CO 80403	One-half of all Company Capital	50%
Sarah A. Miller 2489 Gross Dam Road Golden, CO 80403	One-half of all Company Capital	50%

CSWM Properties LLC - Amended and Restated Operating Agreement

Final Audit Report

2023-12-03

Created:	2023-12-02
By:	Jennifer McCaig (jenniferm@frascona.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWUvkDbOwtTaFHILAz8-BcGx9NIXtzTdr

"CSWM Properties LLC - Amended and Restated Operating Agreement" History

-  Document created by Jennifer McCaig (jenniferm@frascona.com)
2023-12-02 - 7:08:13 PM GMT- IP address: 71.229.205.230
-  Document emailed to Sarah Miller (sarah.sudbeck.miller@gmail.com) for signature
2023-12-02 - 7:09:17 PM GMT
-  Document emailed to Sarah Miller (csmvendors@gmail.com) for signature
2023-12-02 - 7:09:17 PM GMT
-  Email viewed by Sarah Miller (sarah.sudbeck.miller@gmail.com)
2023-12-03 - 7:01:08 PM GMT- IP address: 76.130.44.213
-  Document e-signed by Sarah Miller (sarah.sudbeck.miller@gmail.com)
Signature Date: 2023-12-03 - 7:01:29 PM GMT - Time Source: server- IP address: 76.130.44.213
-  Email viewed by Sarah Miller (csmvendors@gmail.com)
2023-12-03 - 7:03:11 PM GMT- IP address: 76.130.44.213
-  Signer Sarah Miller (csmvendors@gmail.com) entered name at signing as Charles S. Miller
2023-12-03 - 7:04:15 PM GMT- IP address: 76.130.44.213
-  Document e-signed by Charles S. Miller (csmvendors@gmail.com)
Signature Date: 2023-12-03 - 7:04:17 PM GMT - Time Source: server- IP address: 76.130.44.213
-  Agreement completed.
2023-12-03 - 7:04:17 PM GMT