VARIANCE

Application submittals must include all documents on the checklist as well as this page. Please use the reference guide (pg. 2) included in this packet for more information on each submittal item.

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF unless otherwise indicated. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

1. Development Application Form (pg. 3)
2. Application Fees (see table below)
3. Number of variance requests:

<table>
<thead>
<tr>
<th>Variance Request</th>
<th># of Requests</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setback</td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td></td>
</tr>
<tr>
<td>Lot Coverage</td>
<td>1</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

4. Hardship Statement (pg. 5)
5. Site Plan Showing Proposed Development/Variance, including: ☑️
   - Proposed Building Dimensions, Location, and Setbacks
   - Location of Well
   - Location of Septic Field
   - Location of Easements

6. Proof of Ownership (warranty deed or title policy)
7. Proof of Water and Sewer Services
8. Legal Description
9. Certificate of Taxes Paid
10. Certificate of Notice to Mineral Estate Owner/and Lessees (pg.6)
11. Certificate of Surface Development (pg. 7)

<table>
<thead>
<tr>
<th>Application Fees</th>
<th>Amount:</th>
<th>Due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Variance</td>
<td>$500-residential</td>
<td>With application submittal</td>
</tr>
<tr>
<td></td>
<td>$700-non-residential</td>
<td></td>
</tr>
<tr>
<td></td>
<td>*$100 per additional request</td>
<td></td>
</tr>
<tr>
<td>Tri-County Health</td>
<td>$55</td>
<td>With application submittal</td>
</tr>
<tr>
<td>*made payable to Tri-County</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Variance-Guide to Development Application Submittal

The submittal documents for all Land Use/Development Applications are listed below. Detailed explanations of the submittal documents are also provided.

All development application submittals shall comprise of one (1) electronic copy (USB or CD) and one (1) hard copy of each document. Application submittals that do not conform to these guidelines shall not be accepted.

4. Hardship Statement:
   - Describe how the request meets each of the criteria listed in Section 2-02-21-06 and on the handout (see pg. 5), mainly pertaining to unique circumstances present on the property.

5. Site Plan:
   - Shall be to scale and include: a north arrow, date of preparation, identify streets and roads, intersections, driveways, access points, parking areas, existing structures, wells, septic systems, easements, utility lines, lot dimensions, no build or hazardous areas
   - An Improvement Location Certificate or Improvement Location Survey may be required during the official review

6. Proof of Ownership:
   - A deed may be found in the Office of the Clerk and Recorder
   - A title commitment is prepared by a professional title company

7. Proof of Water:
   - A written statement from the appropriate water district indicating that they will provide service to the property OR a copy of a current bill from the service provider
   - Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587

Proof of Sewer:
   - A written statement from the appropriate sanitation district indicating that they will provide service to the property OR a copy of a current bill from the service provider
   - A written statement from Tri-County Health indicating the viability of obtaining Onsite Wastewater Treatment Systems

8. Legal Description:
   - Geographical description of a real estate property
   - Visit http://gisapp adcogov.org/quicksearch/ to find the legal description for your property

9. Proof of Taxes Paid:
   - All taxes on the subject property must be paid in full. Please contact the Adams County Treasurer's Office

10. & 11. Certificate of Notice to Mineral Estate Owners/ Certificate of Surface Development:
    - Mineral or Surface right owners may be found in the title commitment for the subject property
    - You may also search the Office of the Clerk and Recorder for any recorded deeds, easements, etc
APPLICATION FORM

Application Type:

- Conceptual Review
- Preliminary PUD
- Temporary Use
- Subdivision, Preliminary
- Final PUD
- Variance
- Subdivision, Final
- Rezone
- Conditional Use
- Plat Correction/Vacation
- Special Use
- Other: ________________________________

PROJECT NAME: Barncastle: Backyard deck

APPLICANT

Name(s): Carolyn Barncastle
Phone #: 720-422-7001

Address: 15281 Telluride St

City, State, Zip: Brighton, CO 80601

2nd Phone #: __________________________ Email: cbarncastle@live.com

OWNER

Name(s): Carolyn Barncastle
Phone #: 720-422-7001

Address: 15281 Telluride St

City, State, Zip: Brighton, CO 80601

2nd Phone #: __________________________ Email: cbarncastle@live.com

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

Name: Jeff Morlan
Phone #: 720-291-3967

Address: 677 Carr St

City, State, Zip: Lakewood, CO 80214

2nd Phone #: __________________________ Email: __________________________
DESCRIPTION OF SITE

Address: 15281 Telluride St
City, State, Zip: Brighton, CO 80601
Area (acres or square feet): 1.94 acres
Tax Assessor Parcel Number: 0156909021004
Existing Zoning: A-1
Existing Land Use: single family dwelling
Proposed Land Use: single family dwelling w/backyard deck

Have you attended a Conceptual Review? YES [ ] NO X [ ]
If Yes, please list PRE#: 

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

Name: Carolyn Barncastle
Date: 7/22/19

Owner's Printed Name

Name:

Owner's Signature
Requesting 264 sq ft which will exceed the allowable 6% coverage by 113 sq ft. in size.

Ch. Barncastle 7/30/19
HARDSHIP STATEMENT

Using the following hardship criteria for granting a variance, please provide an explanation of how the criteria have been satisfied (see Section 2-02-21-06 of the Adams County Development Standards and Regulations for the full text of the criteria). Please feel free to attach your statements using a separate piece of paper.

1. There exists special physical requirements or circumstances of the subject property such as irregularity, narrowness, shallowness, or slope.

   Proposed 264sq ft deck will exceed the 6% A-1 coverage limit by 113 sq ft due to existing bldgs.

2. Because of these physical circumstances, the strict application of the code would deprive the applicant of rights commonly enjoyed by other properties in the same district.

   Building a deck ½ the size to meet the limit would not allow for patio furniture or functional use.

3. Granting the variance will not confer on the applicant any special privilege.

   No special privilege would be gained from the enjoyment of the backyard deck built as designed.

4. Due to the physical circumstances or conditions, the property cannot be developed in conformity with the regulations.

   Building a deck ½ the size to meet the limit would not allow for patio furniture or functional use.

5. The special circumstances or hardship is not self-imposed.

   The proposed deck as designed, is not above average in size.

6. That the variance, if granted, will be in harmony with the general purpose and intent of the Adams County regulations and with the Adams County Comprehensive Plan.

   All considerations will be addressed satisfactory to the intent of the regulations.

7. That the variance, if granted, will not cause substantial detriment to the public good or impair the intent of these standards and regulations.

   Applicant will work in cooperation to ensure no detriment or impairment is caused.

8. That the variance, if granted, would not allow a use which is not otherwise permitted in the zone district in which the property is located, would not result in the extension of a non-conforming use, or would change the zone classification on the property.

   This variance, if granted, will not conflict with permitted A-1 zone uses or change the zone class.
DEED OF TRUST

MERS No.: 100531015061700100
MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 11, 2015, together with all Riders to this document.

(B) "Borrower" is CAROLIN M. BARNCASE.

(C) "Leader" is LOANLEADERS OF AMERICA INC.

(D) "Trustee" is the Public Trustee of Adams County, Colorado.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Leader's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2066, Flint, MI 48501-2066, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 11, 2015. The Note states that Borrower owes Leader ONE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (U.S. $ 188,117.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than OCTOBER 1, 2045.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Rider" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

http://recording.adccogov.org/LandmarkWeb//Document/GetDocumentForPrintPNG/?requ... 7/26/2019
TRANSFER OF RIGHTS IN THE PROPERTY

The beneficially of this Security Instrument is MERS (as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of Adams

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

A.P.N.: 015696921004

which currently has the address of

15281 TELLURIDE ST

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."]

Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, reassigning and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Page 2 of 12

http://recording.adcgov.org/LandmarkWeb//Document/GetDocumentForPrintPNG/?requ... 7/26/2019
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and Interest on, the debt evidenced by the Note and all Prepayment Charges and Late Charges due under the Note. Borrower shall also pay for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument accepted by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at any time such payments are accepted. If each Periodic Payment is applied as of its due date, then Lender shall not pay interest on unapplied funds. Lender may use such unapplied funds until Borrower makes payment to bring the Loan current. If Lender does not produce a reasonable period of time, Lender shall either apply such funds to return them to Borrower. If not applied earlier, such funds shall be applied to the earliest dated principal balance due under the Note immediately prior to foreclosure. No offset or claim under which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument in performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) Interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it becomes due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a period Periodic Payment which includes a sufficient amount to pay any late charge paid as the due date, the payment may be applied to the payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments in the order of due date. Any excess may be applied to any of the other payments. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall reduce the amount of principal due as of the due date, or prepay the principal of any of the Note Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the due date of each Periodic Payment due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can arise prior to or at the settlement date of the Property; (b) real property taxes or special assessments on the Property, if any; (c) premiums for any insurance required by Lender under Section 5; and (d) Mortgage insurance premiums, if any, any sums payable by Borrower to Lender in lieu of the payment of Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section 3. Borrower shall pay Lender the Funds in the manner required by Lender's instructions to Borrower. Borrower shall have the right to debit the Funds for any or all Escrow Items at any time by notice given to Lender in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section.

Lender may, at any time, collect and hold Funds as an amount (c) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (d) to not exceed the maximum amount that can be held under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Borrower shall apply the Funds for the Escrow Items no later than the time specified under RESPA. Borrower shall not charge Borrower for holding and applying the Funds, unless the escrow account, or verify the escrow items, unless Lender pays Borrower's interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds,
Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting to Borrower as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage as required by RESPA, but in no more than 12 monthly payments. Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

Charges, Lien. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can arise during this Security Instrument, including, but not limited to, Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Borrower items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contends the liens in good faith by, or defers against enforcement of the lien, legal proceedings filed in a state or federal court where Lender's opinion is to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can be priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which this notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting services used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) that are for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unless Lender shall reasonably notify Borrower to pay insurance with another carrier. Borrower may not require insurance other than the insurance required by Lender. Lender shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency and fees incurred by Lender in connection with the review of any flood zone determination resulting from an application by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any property damage or liability insurance at any time.

All insurance policies required by Lender and Borrower of such policies shall be subject to lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renew certificates as required by Lender. Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not amended. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments at the work is completed. Unless an agreement is made in writing or applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be amended, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not lost due to the extent, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.
If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claims and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, if Lien information is not provided by Borrower under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower’s rights to any insurance proceeds in an amount not to exceed the amounts earned under the Note or this Security Instrument, and (b) any other of Borrower’s rights (other than the right to any refund of unearned premium paid by Borrower) and all insurance policies covering the Property, subject as such rights are applicable to the coverage of the Property. Lender may use the proceeds from the Property or pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower’s principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower’s principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower’s control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to the Mortgage Insurance Policy or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If any insurance or condemnation proceeds are paid in connection with damage to, or the taking off, the Property, Borrower shall receive only the amount required for repairing or restoring the Property, as long as Lender has released the proceeds for such purposes. Lender may deduct proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower’s obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable inspections upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower’s Loan Application. Borrower acknowledges that, during the Loan application process, Borrower or any person or entity acting at the direction of Borrower or with Borrower’s knowledge or consent gave materially false statements, misrepresentations, or material omissions of fact, or made any false information or representations to Lender or any agent of Lender with material information in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower’s occupancy of the Property as Borrower’s principal residence.

Protection of Lender’s Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) Borrower commits a breach of any provision of this Security Instrument, or (c) Lender, by reason of Borrower’s failure to perform any of its obligations under this Security Instrument, has a right to foreclose under a mortgage on the Property, then Lender may elect to foreclose, or take possession of the Property, without notice or demand, and shall have all other rights provided to it under applicable law in the event of a breach of any of the covenants contained in this Security Instrument. If Borrower has abandoned the Property or the Property has been condemned, Lender may take possession of the Property or any part thereof, without notice or demand, and shall have all other rights provided to it under applicable law in the event of a breach of any of the covenants contained in this Security Instrument.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, to Lender, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a cast-off, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests therein conveyed or terminate or cancel the ground leases. Borrower shall not, without the express written consent of Lender, alter or amend the ground leases. If Borrower acquires the title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premium for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will not consider payments as non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again...
becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affords Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurers and reinsurers (any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage Insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk or reduce losses. These agreements are in terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to those agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds retained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not affect Borrower's refund

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation.

11. Assignment of Miscellaneous Proceeds; Foreclosure. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not impaired. During such repairs and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been performed to Lender's satisfaction, provided that such inspection shall be conducted promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be impaired, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Copping Party (as defined in the next sentence) refusing to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not due. "Copping Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if notice has been given, in writing, as provided in Section 10, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.
All Miscellaneous Provisions that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any Successor in Interest of Borrower shall not release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to exercise, upon the default of any Borrower or any Successor in Interest of Borrower, any rights in any manner or order that vest in Lender in respect of any demands made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of a payment in an amount less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument has not executed the note (a "co-signer"). (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower or cosigner agree to extend, modify or accommodate the terms of this Security Instrument in connection with a Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In respect to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fees. Lender may charge a fee that is expressly prohibited by this Security Instrument or by Applicable Law.

14. Loss Charges. Lender may charge Borrower fees for the services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In respect to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fees. Lender may charge a fee that is expressly prohibited by this Security Instrument or by Applicable Law.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when sent by other means. Notice to any co-Borrower shall constitute notice to all Borrowers unless otherwise specified in writing. The address for notice to Borrower shall be the address set forth in this Security Instrument. If Borrower changes its address, Borrower shall promptly notify Lender of Borrower's change of address. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address as set forth in this Security Instrument. Any notice in connection with this Security Instrument must be given to Lender at the address stated herein unless Lender has designated another address by notice to Borrower.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or easement agreement, the interest of which is the transfer of title by Borrower at a future date to a purchaser.
Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 17. Borrower shall pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Restate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law or the judgment enforcing this Security Instrument (as the case may be) provides; (c) if any default or other event of acceleration that is subject to notice or demand under this Security Instrument, Borrower has given Borrower notice of the default or other event of acceleration that is subject to notice or demand under this Security Instrument; and (d) if Borrower has the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the period of time provided for in (a) or (b). Borrower's obligations to pay the sums secured by this Security Instrument shall continue unabated. Borrower may require that Borrower pay such restatement sums and expenses in one or more of the following forms, as selected by Borrower: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided such check is drawn upon a depository whose deposits are insured by a federal savings association, and (d) any other instrument or entity. If acceleration pursuant to Borrower, this Security Instrument and obligations secured hereby shall remain fully effective after an acceleration has occurred, however, this right to restate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Default. The Note is a part of the interest in the Note (together with this Security Instrument) and can be sold or more times without notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects periodic payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be changes in the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be mailed, and any other information that RESPA requires in connection with a notice of change of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges the breach of a loan commitment; provided, however, until such Borrower or Lender has notified the other party (with such notice in compliance with the requirements of Section 15) of such alleged breach and afforded the other party herein a reasonable period after the giving of such notice to take any appropriate action, (a) Applicable Law provides a time period within which must elapse before a certain action can be taken, that time period will be deemed reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, hazardous waste, or hazardous waste products, toxic pesticides and herbicides, solvents, asbestos, or asbestos waste; or (b) "Environmental Condition" means any condition that adversely affects the value of the Property. The preceding two subsections shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (excluding, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spill, leak, discharge, or leaking of an Hazardous Substance, or any destruction or condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall
promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower’s breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to remain in the possession of the property following the non-existence of a default or any other defense of Borrower to acceleration or sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale as any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys’ fees and interest on these expenses.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender’s election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 18 and Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale to the persons prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender and assignee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee’s certificate describing the Property and the time the purchaser will be entitled to Trustee’s deed. The certificate is the Trustee’s deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee’s and attorneys’ fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the persons or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall provide for Trustee, duly executed, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recording costs and the statutory Trustee’s fees.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

CAROLYN BARNCASTLE

- Borrower

(Borrower)

Witness:

Witness:
Legal Description

Lots 13 and 14,
Mount View Park,
Second Filing,
County of Adams,
State of Colorado.

Property address: 15281 Telemark Street, Brighton, Colorado 80601
Parcel ID: 0156909021004
The amount of taxes due on this page are based on last year's property value assessments. For current year values visit the Adams County Assessor's site.

Summary

Account Id	R0006616
Parcel Number	0156909021004
Owners	BARNCASTLE CAROLYN M
Address	15281 TELLURIDE STREET
		BRIGHTON, CO 80601
Situs Address	15281 TELLURIDE ST
Legal	SUB: MOUNT VIEW PARK SECOND FILING LOT: 13 LOT: 14

Inquiry

As Of	07/29/2019
Payment Type	○ First
	□ Second
Total Due $0.00

Value

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Total Value	375,202	27,010
Taxes	$2,532.92

DUE DATES:
First Half Payment Due February 28
Second Half Payment Due June 15
OR
Full Payment Due April 30

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

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

With respect to the property located at:
Physical Address: 15281 Telluride St Brighton CO 80601
Legal Description: 
Parcel #s: 0150192004

(PLEASE CHECK ONE):

On the ______ day of _____________, 20____, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes; or

I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: 7/9/19 Applicant: Carolyn Bamcastle

By:
Print Name: Carolyn Bamcastle
Address: 15281 Telluride St
Brighton CO 80601

STATE OF COLORADO

COUNTY OF ADAMS

Subscribed and sworn to before me this 21st day of July, 2019, by
Carolyn Bamcastle

Witness my hand and official seal.

My Commission expires: 05/13/2021

After Recording Return To:

NATALIE SUMMERHAYS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094018224
MY COMMISSION EXPIRES 05/13/2021

Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.
APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT
PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

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

Concerning the property located at:
Physical Address: 5281 Telluride St Brighton CO 80601
Legal Description: ____________________________
Parcel # (s): 015 69 070 21004

With respect to qualifying surface developments, that (PLEASE CHECK ONE):

✓ No mineral estate owner has entered an appearance or filed an objection to the proposed application for development within thirty days after the initial public hearing on the application; or

The Applicant and any mineral estate owners who have filed an objection to the proposed application for development or have otherwise filed an entry of appearance in the initial public hearing regarding such application no later than thirty days following the initial public hearing on the application have executed a surface use agreement related to the property included in the application for development, the provisions of which have been incorporated into the application for development or are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located so as to provide notice to transferees of the Applicant, who shall be bound by such surface use agreements; or

The application for development provides:
(i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;
(ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and
(iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: 7/29/19  Applicant: ____________________________
After Recording Return To: By: ____________________________
Print Name: Carolyn Barncastle  Address: 5281 Telluride St
Brighton CO 80601
STATE OF COLORADO  

COUNTY OF ADAMS  

Subscribed and sworn to before me this 29th day of July, 2019, by 

Carolyn Bancroft 

Witness my hand and official seal.

My Commission expires: 05-13-2021  

Notary Public  

Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department within thirty days after the initial public hearing on all applicable land use applications.
APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT,
PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

I, Carolyn Barneycastle, (the "Applicant") by signing below, hereby declare and certify as follows concerning the property located at:

Physical Address: 15281 Telluride St Brighton CO 80601

Legal Description: ________________________________

Parcel # (s): 015690021004

With respect to qualifying surface developments:

Access to existing and proposed mineral operations, surface facilities, flowlines, and pipelines in support of such existing and proposed operations for oil and gas exploration and production, including provisions for public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements, were provided for in a "__________" area as recorded in Reception # __________________________ on ___________________________.

Date: 7/29/19  Applicant: Carolyn Barneycastle
By: ________________________________
Address: 15281 Telluride St
_______________________________
Brighton CO 80601

STATE OF COLORADO )
) COUNTY OF ADAMS

Subscribed and sworn to before me this 27th day of July, 2019, by
Carolyn Bingle
Witness my hand and official seal.

My Commission expires: 11/3/2021

Notary Public

After Recording Return To: ________________________________

Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.
USE PERMIT
For Existing Domestic and Non-Municipal
Sewage Disposal Systems

This permit shall remain valid until the property is sold, otherwise altered from stated use, or until the sewage disposal system fails to operate in an approved manner.

Issued to          Bill Bither
Address            Van Schaack Realty 12001 Pecos Denver, CO 80234
Location of System: 15281 Telluride
Legal Address

Date 11/13/86 Health Officer Jim Dingman, HS/RS

The sewage disposal system, at the time of inspection, appeared to be in working order. The Department assumes no responsibility for the continued satisfactory operation of the sewage disposal system. If, at any time, the system malfunctions, action will be taken against the owner of record pursuant to the regulations of the Department and the statutes of the State of Colorado.

Permit Fee $75.00 Check No. 541 M.O. Cash Received by JD Date 11/13/86

Adams City 4301 E 72nd Ave. Adams City, CO 80022 268-6816
Aurora 15400 E 14th Place Suite 309 Aurora, CO 80011 341-9370
Brighton 22 S 4th Ave. Suite 301 Brighton, CO 80601 659-8333
Castle Rock 355 S. Wilcox Castle Rock, CO 80104 668-5145
Englewood 4857 S. Broadway Englewood, CO 80110 761-1340

TCHD EH-67 (Rev. 4/86)
ART'S SANITATION SERVICE
14065 Weld Co. Rd. No. 2
BRIGHTON, CO 80601

(303) 659-2355

11/84

Chase Sept. 1st
Check 1339

Thank You
APPLICATION FOR USE PERMIT
FOR EXISTING DOMESTIC AND NON-MUNICIPAL SEWAGE DISPOSAL SYSTEMS

Name of Applicant: Mrs. B. J. Ruby
Phone: 659-5094

Mailing Address of Applicant: 15281 Telluride- Brighton, Colo

Copy of Permit to be Sent to: Same

Address: Same

Street Address or Complete Legal Description of Property for which Permit is Being Requested (Attach Legal if necessary): Same

PROVIDE MAP OR DIRECTIONS FOR LOCATING PROPERTY ON REVERSE SIDE OF THIS APPLICATION.

Source of Water: (X) Private Well < 2 feet. ( ) Public

Name of Original Owner who had Sewage Disposal System Installed: Vantage Custom Homes

Name of Contractor who Installed System: Vantage Custom Homes

Date: June 1971

Signature of Applicant: B. J. Ruby

OWNER CERTIFICATION (Owner Signature Required)

(I) (We), B. J. Ruby

Owner(s) of the dwelling at the location described in this application do hereby certify that the sewage disposal system has been in continuous use and operated satisfactorily and without malfunction for the last twelve months. The septic tank was cleaned: Jan 16-1978

Date: 1-19-78

Owner: B. J. Ruby

Inspection Date: Jan 16-1978

Approved: Yes

Sanitarian: George E. Vegad

Permit Fee: $25

Check No.: 741 M.O.

Cash: Received by: 2/12/78

Date: 1-14-78

TCDDT S-66 7/66