

## **SUBDIVISION-MINOR/ FINAL**

### **Transmittal Items**

#### Primary Mandatory Items

1. Universal Application, including legal description
2. Application fee (\*refer to fee schedule)
3. Written explanation of the project
4. Site Plan showing proposed development
5. Certificate of Taxes Paid
6. Proof of ownership (title policy dated within 30 days of submittal)
7. Proof of water and sewer services
8. Proof of Utilities (e.g. electric, and gas)
9. Conceptual Review Meeting Letter/and or Waiver
10. Traffic Impact Fees Acknowledgement

#### Secondary Required Project Specific Items

1. Neighborhood Meeting Summary
2. Public Land Dedication fee\*
3. Colorado Geological Survey fee\*
4. Soil Conservation District fee\*
5. Certificate of Notice to Mineral Estate Owners/and Lessees
6. Certificate of Surface Development
7. Copy of plat prepared by Registered Land Surveyor
8. Subdivision Improvement Agreement (SIA)
9. School Impact Analysis (contact applicable District)
10. Fire Protection Report (contact applicable District)

#### Required Engineering Documents

1. Drainage Report\*
2. Traffic Impact Study\*
3. Erosion and Sediment Control Plans\*
4. Construction/ Engineering Design Plans\*

## Development Application

### APPLICANT

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

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### OWNER

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

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

Name:  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

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

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

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**DESCRIPTION OF SITE**

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor Parcel Number

Existing Zoning:

Existing Land Use:

Proposed Land Use:

Water Service:

Public or Private? If Public, list District.

Sewer Service:

Public or Private? If Public, list District.

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:

Owner's Printed Name

Date:

3-24-20

Name:

Owner's Signature

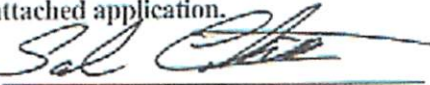
AFFIDAVIT

PROPERTY OWNER

I SALVADORE CASTILLO (Owner), by signing below, hereby declare and certify as follows concerning the property located at: 3281 West 53<sup>rd</sup> Avenue Denver, Colorado 80221


Parcel# 1825-17-2-09-009

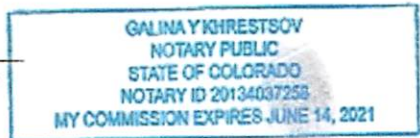
I SALVADORE CASTILLO (Owner), hereby authorize Stephen E. Brendle (Applicant) as my Authorized Agent to represent me regarding the attached application and to appear on my behalf before any administrative or legislative body in Adams County considering this application and to act in all respects as my agent in matters pertaining to the attached application.

(Property Owner) 

STATE OF COLORADO }  
COUNTY OF ADAMS }

Subscribed and sworn to before me this 24 day of March, 2020 by Salvador Castillo  
Witness my hand and official and official seal.

My Commission expires June 14, 2020   
Notary Public



## Development Application

### APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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### OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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**DESCRIPTION OF SITE**

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor  
Parcel Number

Existing  
Zoning:

Existing Land  
Use:

Proposed Land  
Use:

Water Service:

Public or Private? If Public, list District.

Sewer Service:

Public or Private? If Public, list District.

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature

## LEGAL DESCRIPTION

ALL THAT REAL PROPERTY AS DESCRIBED AND CONVEYED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MAY 25, 2012 AT RECEPTION No. 2012000037946, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO WIT:

PLOT 8, EXCEPT THE EAST 50 FEET OF THE SOUTH 120 FEET THEREOF, BERKELEY GARDENS NUMBER TWO, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING  $\pm 24,000$  SQUARE FEET OR  $\pm 0.551$  ACRES OF LAND, MORE OR LESS.



**Land Title Guarantee Company  
Customer Distribution**



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

Order Number: **K70645063-3**

Date: **02/13/2020**

Property Address: **3281 WEST 53RD AVENUE, DENVER, CO 80221**

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

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**For Closing Assistance**

Kimberly Douse  
5440 WARD RD STE 240  
ARVADA, CO 80002  
(303) 420-9191 (Work)  
(303) 393-4759 (Work Fax)  
[kdouse@ltgc.com](mailto:kdouse@ltgc.com)  
Contact License: CO370106  
Company License: CO44565

**Closers Assistant**

Casey Snyder  
5440 WARD RD STE 240  
ARVADA, CO 80002  
(303) 420-9191 (Work)  
(303) 393-4741 (Work Fax)  
[csnyder@ltgc.com](mailto:csnyder@ltgc.com)  
Company License: CO44565

**For Title Assistance**

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

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**Buyer/Borrower**

STEVE BRENDLE  
Delivered via: Electronic Mail

**Agent for Seller**

BROKERS GUILD CHERRY CREEK LTD  
Attention: BETTY COULTHARD  
3360 S WADSWORTH BLVD #100A  
LAKEWOOD, CO 80227  
(303) 988-0123 (Work)  
(720) 962-9081 (Work Fax)  
[bettysherlockofhomes@gmail.com](mailto:bettysherlockofhomes@gmail.com)  
Delivered via: Electronic Mail

**Seller/Owner**

SALVADOR CASTILLO  
Delivered via: Electronic Mail

**Lender - New Loan**

TBD  
Delivered via: Delivered by Realtor

**Agent for Buyer**

KELLER WILLIAMS REALTY URBAN ELITE  
Attention: JUSTIN MOREAU  
3550 W 38TH AVE #20  
DENVER, CO 80211  
(303) 478-9228 (Cell)  
(303) 458-0100 (Work)  
[justin.moreau@kw.com](mailto:justin.moreau@kw.com)  
Delivered via: Electronic Mail





**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **K70645063-3** Date: **02/13/2020**  
Property Address: **3281 WEST 53RD AVENUE, DENVER, CO**  
**80221**  
Parties: **STEVE BRENDLE**  
**SALVADOR CASTILLO**

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

<b>Estimate of Title Insurance Fees</b>	
Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)	\$1,598.00
"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate	\$425.00
Endorsement Alta 8.1-06	\$0.00
Endorsement ALTA 9-06	\$0.00
Tax Certificate	\$0.00
	<b>Total \$2,023.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

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

**Chain of Title Documents:**

[Adams county recorded 05/25/2012 under reception no. 2012000037946](#)

**Plat Map(s):**

[Adams county recorded 09/11/1918 at book 1 page 56](#)

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

Order Number: K70645063-3

**Property Address:**

3281 WEST 53RD AVENUE, DENVER, CO 80221

**1. Effective Date:**

02/10/2020 at 5:00 P.M.

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

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land) \$310,000.00

Proposed Insured:  
STEVE BRENDLE

"ALTA" Loan Policy 06-17-06 Bundled Purchase Loan Rate \$240,000.00

Proposed Insured:  
A LENDER TO BE DETERMINED, ITS SUCCESSORS AND/OR  
ASSIGNS

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

A Fee Simple

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

SALVADOR CASTILLO

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

PLOT 8, EXCEPT THE EAST 50 FEET OF THE SOUTH 120 FEET THEREOF, BERKELEY GARDENS  
NUMBER TWO, COUNTY OF ADAMS, STATE OF COLORADO.

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**AMERICAN  
LAND TITLE  
ASSOCIATION**



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

**Order Number:** K70645063-3

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

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED MAY 18, 2012 FROM SALVADOR CASTILLO TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION TO SECURE THE SUM OF \$85,500.00 RECORDED MAY 25, 2012, UNDER RECEPTION NO. [2012000037947](#).
2. WARRANTY DEED FROM SALVADOR CASTILLO TO STEVE BRENDLE CONVEYING SUBJECT PROPERTY.
3. DEED OF TRUST FROM STEVE BRENDLE TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF A LENDER TO BE DETERMINED TO SECURE THE SUM OF \$240,000.00.

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM NO. 6 OF THE PRE-PRINTED EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS.

NOTE: ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED FROM THE MORTGAGEE'S POLICY. ITEM 4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A SATISFACTORY LIEN AFFIDAVIT.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN THE LIEN AFFIDAVIT AT CLOSING.

**ALTA COMMITMENT**  
**Land Title Insurance Corporation**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: [K70645063-3](#)

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

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

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

8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BERKELEY GARDENS NUMBER TWO RECORDED SEPTEMBER 11, 1918 IN BOOK 1 AT PAGE [56](#).
9. TERMS, CONDITIONS AND PROVISIONS OF INSTRUMENT RECORDED AUGUST 18, 1950 IN BOOK 401 AT PAGE [187](#).
10. (THIS ITEM WAS INTENTIONALLY DELETED)
11. TERMS, CONDITIONS AND PROVISIONS OF INSTRUMENT RECORDED FEBRUARY 11, 1954 IN BOOK 487 AT PAGE [350](#).
12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT AND GRANT OF SUPPLEMENTAL EASEMENT RECORDED NOVEMBER 18, 2019, UNDER RECEPTION NO. [2019000100178](#).



# Commitment For Title Insurance

## Issued by Land Title Insurance Corporation

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

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

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

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

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

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

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

**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. ARBITRATION**

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

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

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



Senior Vice President

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



John E. Freyer, Jr., President



Tina L. Rutherford, Secretary



AMERICAN  
LAND TITLE  
ASSOCIATION



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

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## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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





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

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

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

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

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

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

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

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

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

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

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

PROPERTY ADDRESS: **3281 WEST 53RD AVENUE, DENVER, CO 80221**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

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

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

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

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

**ACKNOWLEDGMENT**

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

**Seller(s)**

**Buyer(s)**

\_\_\_\_\_  
**SALVADOR CASTILLO**

\_\_\_\_\_  
**STEVE BRENDLE**

04083774896

AFTER RECORDING RETURN TO:  
RELS SETTLEMENT SERVICES  
1 CORELOGIC DRIVE, BLDG 6 4TH FLOOR  
WESTLAKE, TX 76262

**SPECIAL WARRANTY DEED**

**THIS DEED** is made effective this 12 day of April, 2012, between **WELLS FARGO FINANCIAL COLORADO, INC.** ("Grantor"), whose address for notice purposes is 800 WALNUT, DES MOINES, IA 50309 and **SALVADOR CASTILLO, A SINGLE PERSON** ("Grantees"), whose address for notice purposes is 3281 W. 53RD AVE., DENVER, CO 80221.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys unto the said Grantees the real property in the County of ADAMS, State of Colorado, described on Exhibit A attached hereto and incorporated by this reference, together with all appurtenances, and **WARRANTS** the title to the same against all persons claiming under the Grantor, subject to taxes not yet due and payable.

**IN WITNESS WHEREOF**, the Grantor(s) has/have signed this deed effective the date set forth above.

**WELLS FARGO FINANCIAL COLORADO, INC.**

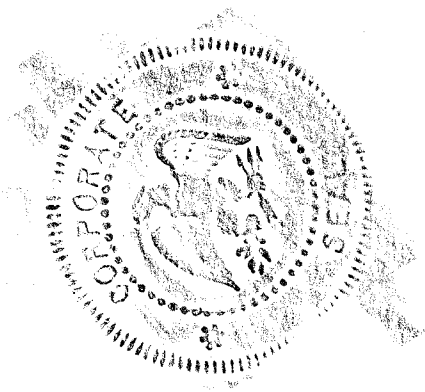
By: Michelle Johnson

Name: Michelle Johnson

Title: Vice President

STATE OF ~~COLORADO~~ Iowa )

COUNTY OF DALLAS ) ss.



The foregoing instrument was acknowledged before me this 12 day of April, 2012, by Michelle Johnson as Vice President of **WELLS FARGO FINANCIAL COLORADO, INC.**

Witness my hand and official seal.

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



China Lem  
Notary Public CHINA LEM

STATE DOC FEE \$9.00.

E V

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF ADAMS,  
STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:**

**PLOT 8, EXCEPT THE EAST 50 FEET OF THE SOUTH 120 FEET THEREOF, BERKELEY  
GARDENS NUMBER TWO, COUNTY OF ADAMS, STATE OF COLORADO.**

**APN: R0105000**

**BEING THE SAME PROPERTY CONVEYED TO WELLS FARGO FINANCIAL COLORADO,  
INC. BY DEED FROM PUBLIC TRUSTEE FOR THE COUNTY OF ADAMS, DATED 2/8/12,  
FILED 2/10/12 AND RECORDED IN DEED AS INST. NO. 2012000009685 IN ADAMS  
COUNTY RECORDS**

**Berkeley Water and Sanitation District  
4455 West 58<sup>th</sup> Avenue, Unit A  
Arvada, Colorado 80002  
303-477-1941  
Fax: 303-433-1939  
Email: berkeleywater@gmail.com**

December 18, 2019

Steve Brendle  
Justin Moreau  
5254 Raleigh St  
Denver, CO 80212

Re: 3281 W. 53<sup>rd</sup> Ave, Denver, CO 80221  
Availability of Sanitary Sewer Service

Dear Mr. Brendle and Mr. Moreau,

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

1. The District owns an 8" sewer main in Irving Street. The property owner may be required to install sewer main extensions, feeding in this present system, to facilitate development, depending upon design.
2. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of sewer service lines or tapping into any District sewer mains.
3. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the engineering and legal reviews, contract development, construction, observation and inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

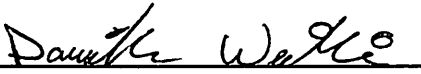
4. If the extension of sewer mains is required, the District's engineering firm must review and approve the designs. The District's review and approval of the construction contract for the extension is also required before the work can commence. A contract must be developed, appropriate Certificates of Insurance presented, and 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.
5. Sewer tap fees will be payable to the District, which also collects Metro Wastewater's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.
6. No representations are made regarding the availability of water service to the Property.

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

This conditional will serve letter is valid through December 18, 2020. If tap fees are not paid by that date, the agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,

  
\_\_\_\_\_  
Danielle Wilkins  
BERKELY WATER AND SANITATION DISTRICT

**AGREEMENT AND GRANT OF SUPPLEMENTAL EASEMENT**

This Agreement and Grant of Supplemental Easement ("Agreement") is made this 14 day of November, 2019, by and between Salvador Castillo ("Grantor"), whose address is 3281 West 53<sup>rd</sup> Avenue, Denver, CO 80221, and Della M. Langbauer ("Grantee"), whose address is 3279 West 53<sup>rd</sup> Avenue, Denver, CO 80221. Grantor and Grantee may be referred to herein collectively as the "Parties."

**BACKGROUND OF AGREEMENT**

The following background statements are made to aid in the understanding and interpretation of this Easement:

- A. Grantor owns the property described as follows: **Plot 8, except the east 50 feet of the south 120 feet thereof, Berkeley Gardens Number Two, County of Adams, State of Colorado**, known by address as 3281 West 53<sup>rd</sup> Avenue, Denver, CO 80221 ("Grantor's Parcel").
- B. Grantee owns the property immediately adjacent to the east of Grantor's Parcel, described as follows: **East 50' of the south 120' of Plot 8, Berkeley Gardens No. 2, County of Adams, State of Colorado**, known by address as 3279 West 53<sup>rd</sup> Avenue, Denver, CO 80221 ("Grantee's Parcel").
- C. Both Grantor's Parcel and Grantee's Parcel are benefited parcels pursuant to that certain document dated August 2, 1950, and recorded August 18, 1950, in the real property records of the Clerk and Recorder of Adams County, Colorado, (the "1950 Grant") whereby the owner of Plot 7, Berkeley Gardens Number Two, granted to the owners of Plots 8, 9, and 10, Berkeley Gardens Number Two, the right to install and maintain "one 6" sewer line within the north four feet of Plot numbered seven, Berkeley Gardens numbered two. Said line to be connected with sewer line now installed in Irving Street."
- D. Pursuant to the 1950 Grant, there is a four-inch (4") sewer line (the "Existing Sewer Line") running across the northern edge of Plot 7, Berkeley Gardens Number Two (the "Plot 7 Parcel"), and continuing across the north edge of both Grantor's Parcel and Grantee's Parcel.
- E. Both Grantor's Parcel and Grantee's Parcel utilize the Existing Sewer Line to connect to a sewer line (the "District Line") operated by Berkeley Water and Sanitation District (the "District"), which District Line is located in the Irving Street right of way adjacent to the northwest corner of the Plot 7 Parcel. Grantee's sewer line runs north from Grantee's Parcel across and along the eastern edge of Grantor's Parcel to the northeast corner of Grantor's Parcel, where it connects to the Existing Sewer Line that runs west to Irving Street.
- F. Grantor intends to make private sewer line improvements for the benefit of Grantor's Parcel and Grantee's Parcel, as part of planned residential improvements on Grantor's

Parcel. Such planned residential and sewer line improvements include, without limitation, the following: replacement of a portion of the Existing Sewer Line with a new six-inch (6") private sewer line (the "6" Line") between the northwest corner of Grantor's Parcel and the District Line in Irving Street; and replacement of the existing home on Grantor's Parcel with two new duplexes (a total of four units), including four new four-inch (4") sanitary sewer laterals (the "4" Laterals"), with one such lateral running from each of the four new units to a new six-inch (6") sanitary sewer pipe (the "6" Connector Line") that will connect the 4" Laterals to the 6" Line on Grantor's Parcel.

- G. Grantee also desires to make private sewer line improvements for the benefit of Grantee's Parcel. Such planned sewer line improvements include, without limitation, the replacement of both her current sewer line (running from Grantee's Parcel to the northeast corner of Grantor's Parcel) and the portion of the Existing Sewer Line (running from the northeast corner of Grantor's Parcel to the northwest corner of Grantor's Parcel) with a new four-inch (4") private sewer line (the "4" Line"). The new 4" Line will then connect to the 6" Line, to be installed by Grantor, that thence connects to the District Line in Irving Street.

#### AGREEMENT

**NOW THEREFORE**, in consideration of the payment by Grantee to Grantor of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee and Grantee's heirs, successors and assigns, an easement (the "Easement") four feet (4') wide, being located as follows:

**the northernmost four feet (4') of Grantor's Parcel beginning at the eastern boundary line of Grantor's Parcel and running westerly therefrom to the location in the northwest corner of Grantor's Parcel where it meets the 6" Line; together with the easternmost four feet (4') of Grantor's Parcel beginning at the northern boundary line of Grantor's Parcel and running southerly therefrom to the northernmost boundary of Grantee's Parcel,**

for the purpose of replacing Grantor's current sewer line and the Existing Sewer Line with the 4" Line, together with the right to maintain the same. The within supplemental easement is made on the following agreements, covenants, restrictions and conditions:

1. Grantor reserves unto itself, its heirs, successors and assigns, the right to use the property granted under this Easement for any purpose not inconsistent with Grantee's use hereunder. In the event Grantor's Parcel or any of Grantor's personal property is ever damaged by virtue of the 4" Line or the installation or maintenance of the same by Grantee or the successors in title to Grantee's Parcel, the then owner of Grantee's Parcel shall restore Grantor's Parcel and pay to Grantor any damages caused to Grantor's Parcel or Grantor's personal property.




2. The within easement is granted for so long as there is a private sewer line on the Easement described herein and connected to the improvements on Grantee's Parcel.
3. The Parties hereby acknowledge and agree that the 6" Line, 4" Laterals, 6" Connector Line, and 4" Line referenced herein and to be installed by the Parties hereto are private sewer lines. The Parties further agree that all installation and maintenance of the said 6" Line, 4" Laterals, and 6" Connector Line to be installed by Grantor, and the 4" Line to be installed by Grantee, shall be the sole responsibility of Grantor and Grantee respectively as the users of said private sewer lines, and the Parties further acknowledge and confirm that the District shall have no obligation to install or maintain the said 6" Line, 4" Laterals, or 6" Connector Line of Grantor, or the 4" Line of Grantee.
4. All provisions of this Agreement shall run with Grantor's Parcel and Grantee's Parcel, and shall inure to the burden and benefit of the heirs, assigns, successors, tenants and personal representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

**GRANTOR:**

  
\_\_\_\_\_  
Salvador Castillo

**GRANTEE:**

  
\_\_\_\_\_  
Debra M. Langbauer

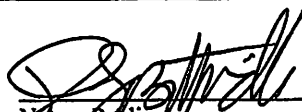
[Acknowledgements on following page]

**ACKNOWLEDGEMENTS**

STATE OF COLORADO )  
)ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November,  
20 19 by Salvador Castillo, Grantor.

My Commission Expires: 06/17/21

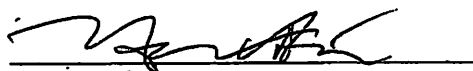
  
Notary Public

DAVID W. SPOTTSVILLE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20134037311  
MY COMMISSION EXPIRES 06/17/2021

STATE OF COLORADO )  
)ss.  
COUNTY OF Denver )

The foregoing instrument was acknowledged before me this 14 day of Nov,  
20 19 by Della M. Langbauer, Grantee.

My Commission Expires: 05-24-2022

  
Notary Public

JONATHAN AVILA TREJO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184022054  
MY COMMISSION EXPIRES MAY 24, 2022

Project: 19-312  
Parcel Map Check

-----  
-----  
Parcel name: overall

	North: 6958.4758	East : 19424.3339
Line Course:	S 00-00-19 W	Length: 180.0000
	North: 6778.4758	East : 19424.3173
Line Course:	N 89-43-13 W	Length: 50.0000
	North: 6778.7199	East : 19374.3179
Line Course:	S 00-00-19 W	Length: 120.0000
	North: 6658.7199	East : 19374.3069
Line Course:	N 89-43-13 W	Length: 50.0000
	North: 6658.9640	East : 19324.3075
Line Course:	N 00-00-19 E	Length: 300.0000
	North: 6958.9640	East : 19324.3351
Line Course:	S 89-43-13 E	Length: 100.0000
	North: 6958.4758	East : 19424.3339

Perimeter: 800.0000 Area: 24,000 sq.ft. 0.55

acres

Mapcheck Closure - (Uses listed courses, radii, and

deltas)

Error Closure: 0.0000 Course: S 90-00-00

E

Error North: 0.00000 East : 0.00000

Precision 1: 800,000,000.0000

# CARDIFF VILLAGE

LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

Case #PLT 2019-00030

## OWNERSHIP AND DEDICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

PLOT 8, EXCEPT THE EAST 50 FEET OF THE SOUTH 120 FEET THEREOF, BERKELEY GARDENS NUMBER TWO, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING ±24,000 SQUARE FEET OR ±0.551 ACRES OF LAND, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, AND PLATTED THE SAME INTO LOTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF CARDIFF VILLAGE.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS DAY OF \_\_\_\_\_, 20\_\_.

FOR: \_\_\_\_\_

BY: \_\_\_\_\_

## NOTARY ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

ADDRESS OF NOTARY: \_\_\_\_\_

## MORTGAGEE'S CONSENT

THE UNDERSIGNED, MR. COOPER, AS BENEFICIARY OF A DEED OF TRUST WHICH CONSTITUTES A LIEN UPON THE DECLARANT'S PROPERTY, RECORDED AT AUGUST 26, 2015 AT RECEPTION NO. 201500071026 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF ADAMS, STATE OF COLORADO, CONSENTS TO THE DEDICATION OF LAND TO STREETS, ALLEYS, ROADS AND OTHER PUBLIC AREAS, AS DESIGNATED ON THIS PLAT, AND FOREVER RELEASES SAID LANDS FROM THE LIEN CREATED BY SAID INSTRUMENT.

DATE \_\_\_\_\_

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS), INC., A DELAWARE CORPORATION  
P.O. BOX 2026  
FLINT, MI 48501-226  
TEL: (888) 679-6377

## NOTARY ACKNOWLEDGMENT

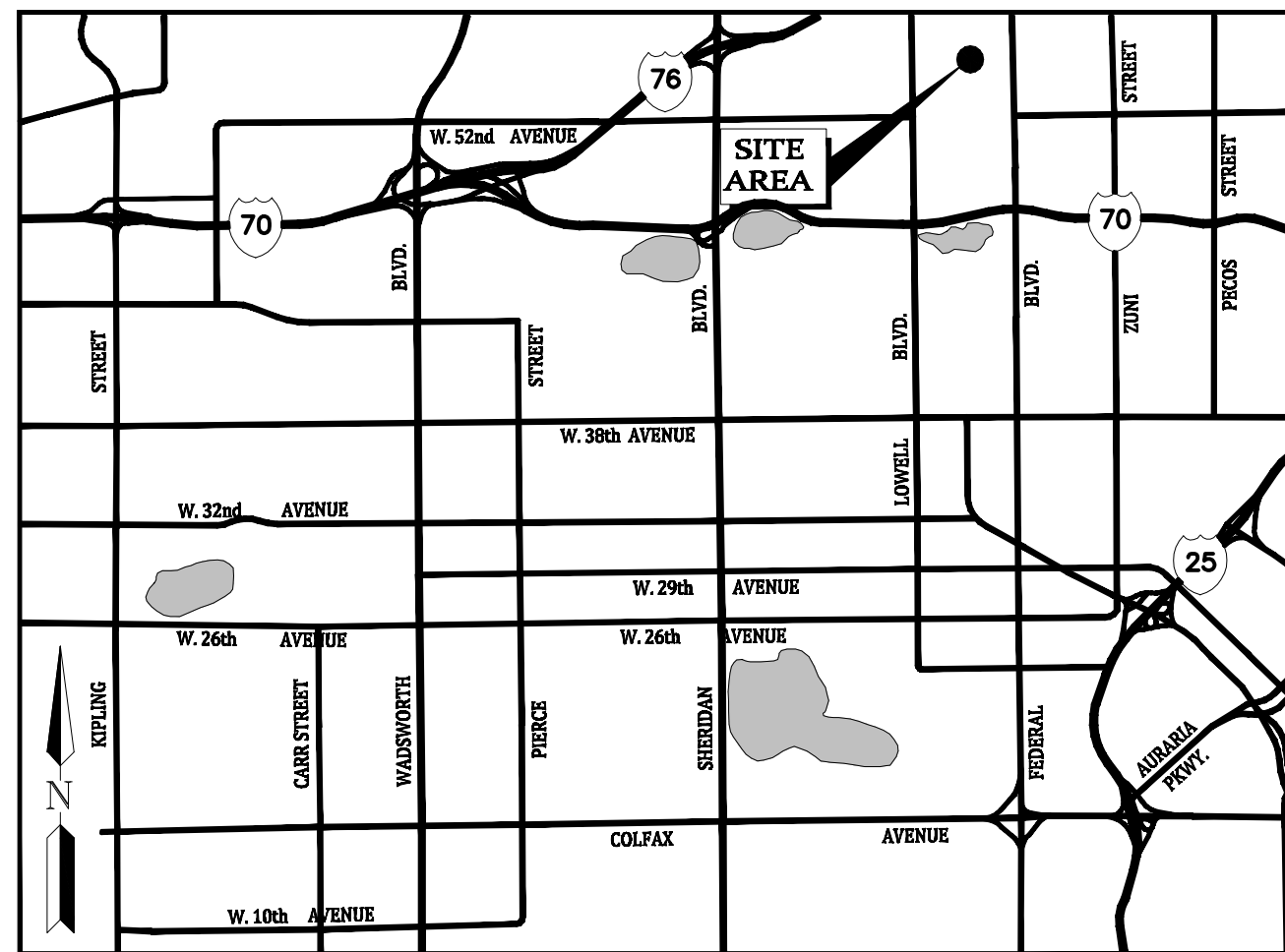
STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING MORTGAGEE'S CONSENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY \_\_\_\_\_ AS \_\_\_\_\_ OF MR. COOPER.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

ADDRESS OF NOTARY: \_\_\_\_\_



VICINITY MAP  
Scale 1"=400'

## STATEMENT OF PURPOSE

THIS SUBDIVISION PLAT IS CREATED AND RECORDED TO CREATE TWO (2) PLATTED RESIDENTIAL LOTS.

## COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

APPROVED BY THE ADAMS COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

DEVELOPMENT SERVICES MANAGER

## SURVEYOR'S CERTIFICATE

I, RICHARD BRUCE GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREIN WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THE PLAT ACCURATELY REPRESENTS SAID SURVEY.

RICHARD B. GABRIEL, P.L.S.  
Colorado License No. 37929  
For and on behalf of  
Power Surveying Company, Inc.

## SURVEYOR'S NOTES

- 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.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND TITLE, POWER SURVEYING, INC. RELIED UPON THE FOLLOWING TITLE COMMITMENT ISSUED BY LAND TITLE GUARANTEE COMPANY:  
FILE No. K70645063-3, WITH AN EFFECTIVE DATE OF FEBRUARY 10, 2020.
- FLOOD ZONE DESIGNATION: THE SUBJECT PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% PERCENT ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON FEMA F.I.R.M. MAP #8001 C 0592 H, WITH AN EFFECTIVE DATE OF MARCH 5, 2007.
- FIELD SURVEY COMPLETION DATE: DECEMBER 20, 2019.
- BASIS OF BEARINGS: SOUTH 00°41'18" EAST, BEING THE BEARING OF THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AS DEFINED AND MEASURED BETWEEN THE MONUMENTS FOUND AND SHOWN HEREON.
- 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.

## CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT O'CLOCK \_\_\_\_ M., THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_.

FILED AT RECEPTION NO. \_\_\_\_\_

BY: \_\_\_\_\_

ADAMS COUNTY RECORDER

DEPUTY

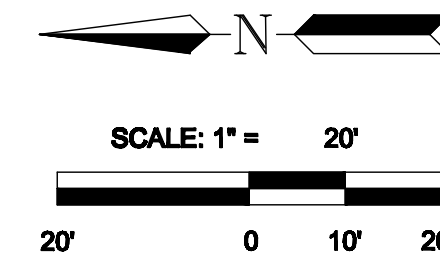
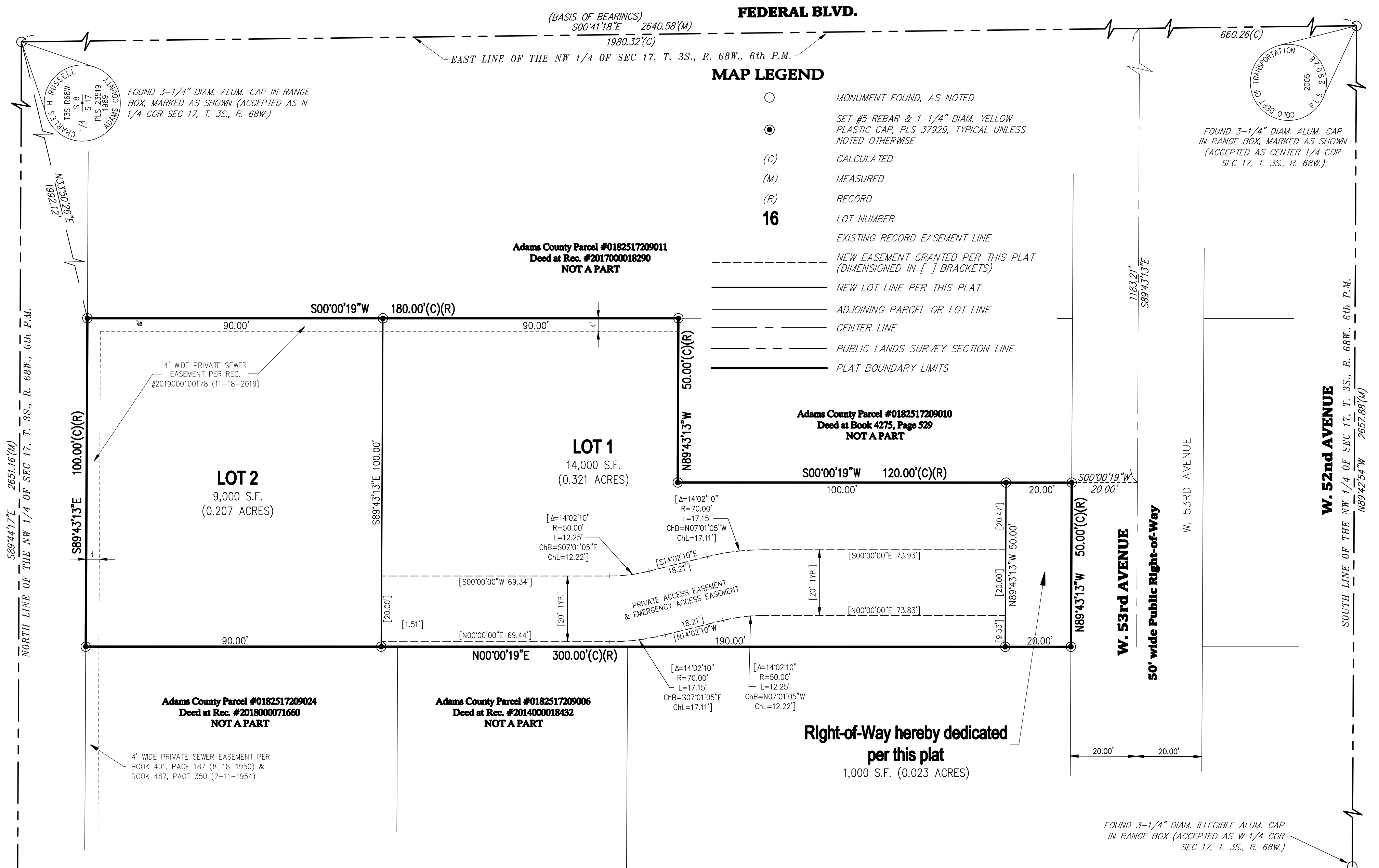


TYPE OF SUBMITTAL:	SUBDIVISION PLAT
PREPARATION DATE:	FEBRUARY 17, 2020
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
JOB NO. 501-19-312	DWG: 501-19-312.dwg
SHEET 1 OF 2	

# CARDIFF VILLAGE

LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

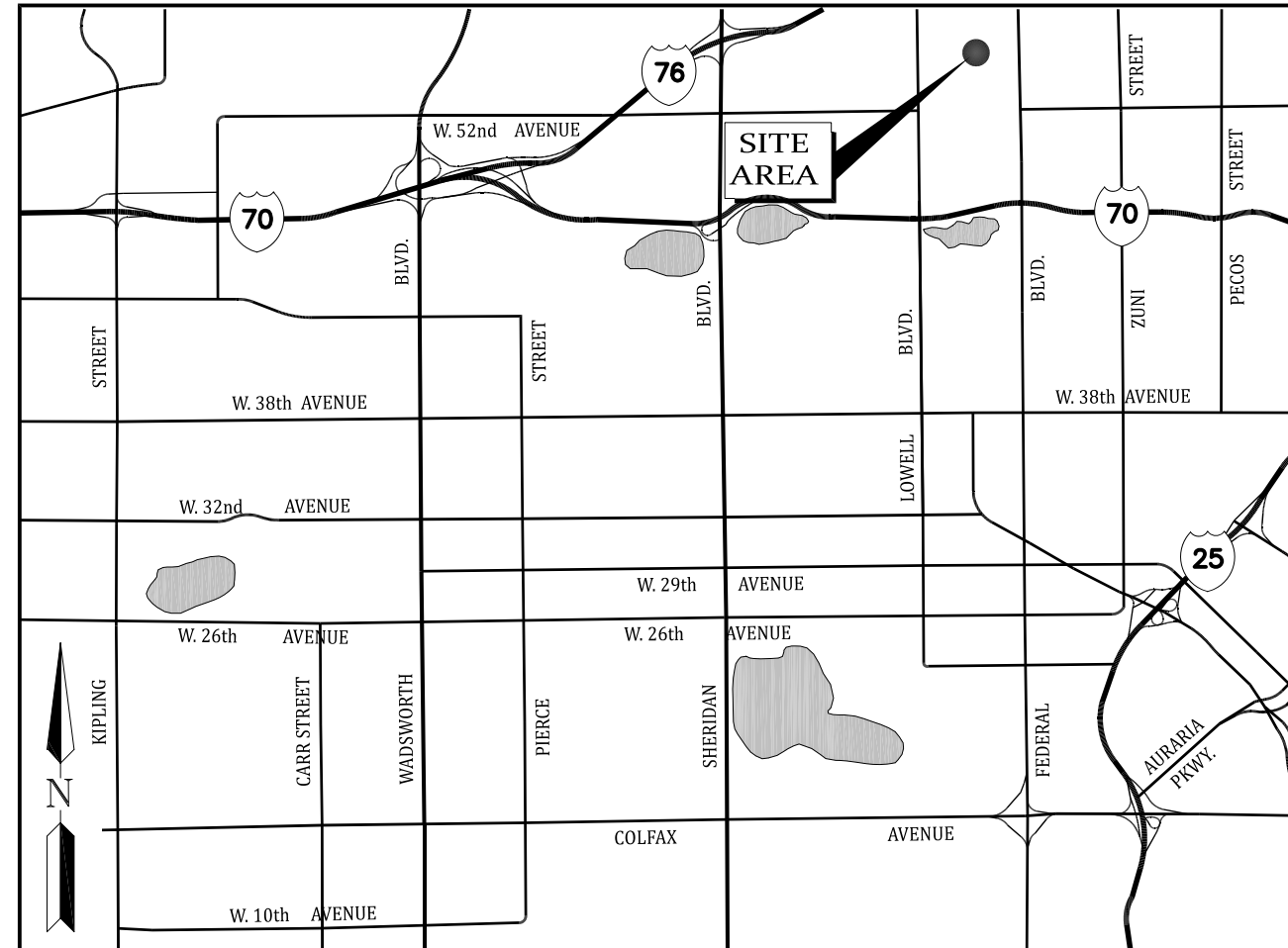
Case #PLT 2019-00030



TYPE OF SUBMITTAL:	
PREPARATION DATE:	
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
JOB NO. 501-19-312	DWG: 501-19-312.dwg
SHEET 2 OF 2	

# Improvement Survey Plat

LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO



VICINITY MAP  
Scale: 1"=1000'

## PROPERTY DESCRIPTION

PER WARRANTY DEED AT RECEPTION NO. 2012000037946 (RECORDED 4/12/2012):

PLOT 8 EXCEPT THE EAST 50 OF THE SOUTH 120 FEET OF BERKELEY GARDENS NUMBER TWO CITY OF DENVER, COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING ±24,000 SQUARE FEET OR 0.551 ACRES OF LAND, MORE OR LESS.

ALSO KNOWN AS 3281 W 53RD AVENUE, DENVER, CO 80221

## INDEX TO SHEETS

Sheet 1 COVER SHEET  
Sheet 2 MAP SHEET

## SURVEYOR'S NOTES

- DATE OF FIELD WORK COMPLETION: DECEMBER 20, 2019.
- 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 CERTIFICATION SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POWER SURVEYING, INC. FOR INFORMATION REGARDING BOUNDARY, EASEMENTS AND OWNERSHIP., POWER SURVEYING, INC. RELIED UPON THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY LAND TITLE GUARANTEE COMPANY A TITLE INSURANCE COMPANY'S NO. K70645063-2 BEARING AN EFFECTIVE DATE OF DECEMBER 17, 2019.
- THIS IMPROVEMENT SURVEY PLAT, AND THE INFORMATION HEREON, MAY NOT BE USED FOR ANY ADDITIONAL OR EXTENDED PURPOSES BEYOND THAT FOR WHICH IT WAS INTENDED AND MAY NOT BE USED BY ANY PARTIES OTHER THAN THOSE TO WHICH IT IS CERTIFIED.
- THE UNIT OF MEASUREMENT FOR THIS SURVEY PLAT IS THE U.S. SURVEY FOOT.

## BASIS OF BEARINGS

NORTH 00°41'18" WEST, BEING THE BEARING OF THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 17, T3S, R68W, OF THE 6TH P.M. MONUMENTED AT THE NORTH CORNER OF SAID SECTION 17 BY A 3 1/4" ALUMINUM CAP PLS 23519 IN A RANGE BOX AND AT THE CENTER CORNER OF SAID SECTION 17 BY A 3 1/4" CDOT CAP PLS 26288 IN A RANGE BOX.

## PROJECT BENCHMARK

COUNTY OF ADAMS BENCHMARK STATION 0244  
LOCATED SOUTHWEST OF THE INTERSECTION OF WEST 56TH AVENUE AND ZUNI STREET  
19 FEET SOUTH OF THE CENTER LINE OF WEST 56TH AVENUE, AND 44 FEET WEST OF THE CENTER LINE OF ZUNI STREET. FOUND 3 1/4" ALUMINUM CAP STAMPED 95.0244

ELEVATION NAVD 88 DATUM = 5271.33

## SURVEYOR'S CERTIFICATE

I, RICHARD B. GABRIEL, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT ON DECEMBER 20, 2019, A SURVEY WAS MADE OF THE ABOVE DESCRIBED PROPERTY UNDER MY DIRECT SUPERVISION, AND BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF IS IN ACCORDANCE WITH APPLICABLE STANDARDS AT PRACTICE DEFINED BY THE STATE OF COLORADO, AND THE CORNERS WERE SET AS SHOWN, HOLDING FOUND POINTS AND PLAT DISTANCES WHEREVER POSSIBLE. I FURTHER CERTIFY THAT THE IMPROVEMENTS ON THE ABOVE PARCEL ON THIS DATE, DECEMBER 20, 2019, EXCEPT UTILITY CONNECTIONS, ARE ENTIRELY WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCROACHMENTS UPON THE DESCRIBED PREMISES EXCEPT AS INDICATED, AS THAT THERE IS NO EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BURDENING ANY PART OF SAID PARCEL, EXCEPT AS NOTED. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

RICHARD B. GABRIEL, P.L.S.  
Colorado License No. 37929  
For and on behalf of  
Power Surveying Company, Inc.  
(303) 702-1617



## INDEXING STATEMENT

DEPOSITED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_, M., IN BOOK \_\_\_\_\_ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS AT PAGE(S) \_\_\_\_\_, RECEPTION NUMBER \_\_\_\_\_

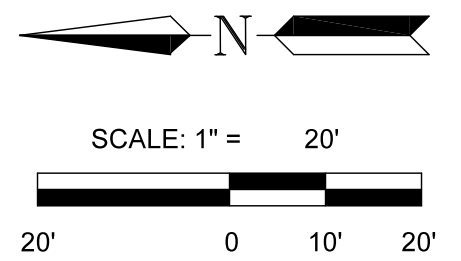
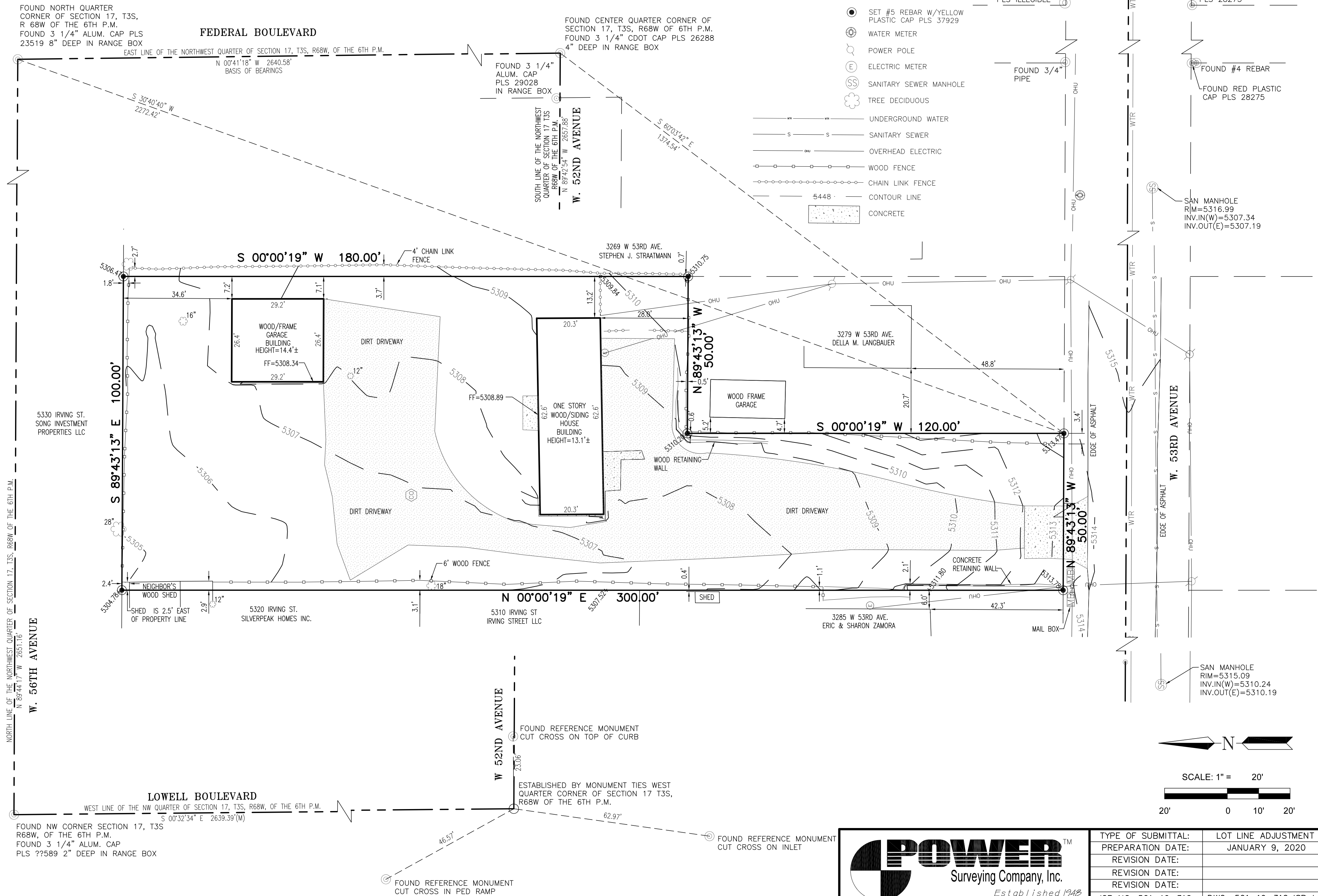
<p>Established 1948 720 W. 84TH AVENUE, UNIT 240 THORNTON, COLORADO 80260 PH. 303-702-1617 FAX. 303-702-1488 WWW.POWERSURVEYING.COM</p>	TYPE OF SUBMITTAL:	LOT LINE ADJUSTMENT
	PREPARATION DATE:	JANUARY 9, 2020
	REVISION DATE:	
	REVISION DATE:	
	JOB NO. 501-19-312	DWG: 501-19-312 ISP.dwg
SHEET 1 OF 2		

# Improvement Survey Plat

LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

## LEGEND

- ⊙ FOUND SURVEY MONUMENT AS NOTED
- SET #5 REBAR W/YELLOW PLASTIC CAP PLS 37929
- ⊕ WATER METER
- ⊖ POWER POLE
- ⊕ ELECTRIC METER
- ⊕ SANITARY SEWER MANHOLE
- ☁ TREE DECIDUOUS
- UNDERGROUND WATER
- SANITARY SEWER
- OVERHEAD ELECTRIC
- WOOD FENCE
- CHAIN LINK FENCE
- CONTOUR LINE
- 5448 CONCRETE
- ⊕ FOUND 1 1/4" RED PLASTIC CAP PLS ILLEGIBLE
- ⊕ FOUND 3/4" PIPE
- ⊕ FOUND 1" BRASS TAG PLS 28275
- ⊕ FOUND #4 REBAR
- ⊕ FOUND RED PLASTIC CAP PLS 28275
- ⊕ SAN MANHOLE RIM=5316.99 INV.IN(W)=5307.34 INV.OUT(E)=5307.19
- ⊕ SAN MANHOLE RIM=5315.09 INV.IN(W)=5310.24 INV.OUT(E)=5310.19



**POWER**™  
Surveying Company, Inc.  
*Established 1948*

720 W. 84TH AVENUE, UNIT 240  
THORNTON, COLORADO 80260

PH. 303-702-1617  
FAX. 303-702-1488  
WWW.POWERSURVEYING.COM

TYPE OF SUBMITTAL:	LOT LINE ADJUSTMENT
PREPARATION DATE:	JANUARY 9, 2020
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
JOB NO. 501-19-312	DWG: 501-19-312 ISP.dwg

SHEET 2 OF 2



## **Development Review Team Comments**

**Date:** 4/1/2019

**Project Number:** PRE2019-00030

**Project Name:** 53<sup>rd</sup> Avenue Duplexes

### **Note to Applicant:**

The following review comments and information from the Development Review Team is based on the information you submitted for the Conceptual Review meeting and applicable to the submitted documents only. The Development Review Team review comments may change if you provide different information during the scheduled Conceptual Review meeting date. Please contact the case manager if you have any questions:

---

**Commenting Division:** Building Safety Review

**Name of Reviewer:** Justin Blair

**Date:** 03/11/2019

**Email:** [jblair@adcogov.org](mailto:jblair@adcogov.org)

### **Complete**

**BSD1-** Building permits would be required. Engineered plans will be required to obtain permits.

**BSD2-** Applicant should refer to residential submittal requirements.

**BSD3-** Current adopted codes are the 2018 International Building Codes and the 2017 National Electrical Code.

**BSD4-** Applicant should contact Fire Department for their requirements.

**Commenting Division:** Planner Review

**Name of Reviewer:** Jen Rutter

**Date:** 03/26/2019

**Email:** jrutter@adcogov.org

### Complete

**PLN01: PROPERTY INFORMATION** - The existing property is part of the Berkeley Gardens Subdivision. The property is zoned Residential-2 (R-2) by the official Adams County Zoning Map. The Adams County Assessor has indicated that the property is approximately 0.55 acres or 23,958 square feet. The property has 48 feet of frontage along West 53rd Avenue.

**PLN02: LAND USE** - The proposal would create two lots from one, and a duplex structure would be developed on each lot. Duplexes are a permitted use in the R-2 zone district, per Section 3-07-01 of the Development Standards and Regulations (DSR).

**PLN03: LOT DIMENSIONAL REQUIREMENTS** - Section 3-14-07 of the DSR provides the dimensional requirements for lots in the R-2 zone district. Two-family lots are required to provide 4,500 square feet of area per dwelling unit in the R-2 zone district. Based on your proposal, this means that a minimum of 9,000 square feet will be required per lot. The sketch provided meets this requirement.

**PLN04: STRUCTURE DIMENSIONAL REQUIREMENTS** - Section 3-14-07 of the DSR provides the dimensional requirements for structures in the R-2 zone district. The required setbacks for duplex structures are: 20 feet from street frontages, 5 & 17 feet on side property lines, and 15 feet on rear property lines. The maximum height for duplexes in the R-2 is 25 feet.

**PLN05: PERFORMANCE STANDARDS** - Section 4-07-01 provides specific performance standards for residential uses, including "Attached single-family dwellings", and both will be applicable to your project. These standards will require: architectural compatibility with the surrounding area; pedestrian access from the front door of structures to the public sidewalk; fencing height regulations; and landscaping requirements for each lot.

**PLN 06: INCONSISTENCY WITH REGULATIONS** -

A.) Section 3-14-07-02-02(2.) of the DSR requires a minimum of 45 feet lot width for an internal lot where a two-family dwelling is constructed. Lot width is measured at the front setback line.

B.) Section 4-20-01-02 of the DSR discourages the use of flag lots, except in unusual circumstances. Additionally, the minimum width of the flag pole shall be 30 feet. Therefore, it is impossible to create a second flag lot that is consistent with our regulations.

**\*\*An alternative option is to create a private street within the southern parcel and allow access through an easement to the northern parcel.**

**PLN07: PROCESS** - Creation of a minor subdivision requires submittal of a final plat, pursuant to Section 2-02-18-03. Final plats require two public hearings - the first is heard before the Planning Commission, the latter before the Board of County Commissioners. A neighborhood meeting will be required and property owners and residents within at least 500 feet shall be notified. Mailing labels can be provided upon request.

**PLN08: CRITERIA FOR APPROVAL** - Section 2-02-18-03-05 of the DSR details the criteria which the Planning Commission and Board of County Commissioners will consider in approving your request. I have provided a copy of this criteria with my comments.

**PLN09: SUBDIVISION IMPROVEMENTS AGREEMENT** - Public improvements are required with plat



requests for minor subdivisions. Please see engineering comments for more information.

PLN10: PUBLIC LAND DEDICATION - Pursuant to Section 5-05 of the DSR, you will be required to pay fees-in-lieu of land dedication requirements for Schools, Neighborhood Parks, and Regional Parks.

---

**Commenting Division:** ROW Review

**Name of Reviewer:** Marissa Hillje

**Date:** 03/25/2019

**Email:** mhillje@adcogov.org

**Complete**

ROW1: The parcel is part of the Berkeley Gardens Number Two Subdivision

ROW2: W 53rd Ave is classified as a collector street per the 2012 Adams County Master Transportation Plan. As such it should have a half right-of-way width of 40 feet. Since the existing half right-of-way width is 20 feet, this would require a dedication of 20 feet additional right-of-way. If the plat is a major or minor subdivision plat, the right of way dedication can be directly by the plat.

ROW3: Submit a title commitment which should be used to depict the applicable recordings on the plat. Send Adams County a copy of the title commitment with your application dated no later than 30 days to review in order to ensure that any other party's interests are not encroached upon. All applicable easements/exceptions should be accurately shown and labeled on the plat.

ROW4: The services of a licensed Professional Land Surveyor should be secured to create the plat.

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 03/25/2019

Email: glabrie@adcogov.org

**Complete**

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.

ENG2: The project site is not located in a NRCO district. An environmental assessment is not required.

ENG3: The project site is within the County's MS4 Stormwater Permit area. The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. In the event that the disturbed area of the site exceeds 1 acre the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.

ENG4: Applicant is proposing to install over 3,000 square feet of impervious area on the project site. 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.

ENG5: Any modifications to the existing access point onto W. 53rd Avenue will required a new access permit.

ENG6: Two new duplex units on the site will generate over 20 vehicles per day of traffic. The applicant is required to submit a traffic impact study/letter signed and stamped by a professional engineer to Adams County for review and approval. *Level 1*

ENG7: Vehicle access to the two lots must be allowed by an access easement agreement. The access easement shall be described on the final plat. The private access driveway easement must be designed and built in accordance to the fire department standards. Adams County will require an approval letter from the fire department.



# ADAMS COUNTY FIRE RESCUE

## FIRE PREVENTION BUREAU

8055 N. Washington St.  
Denver, CO 80229  
(303) 539-6862 / Fax: (303) 287-1687

---

Justin Moreau  
3281 W 53<sup>rd</sup> Ave  
[Justin.moreau@kw.com](mailto:Justin.moreau@kw.com)

RE: 3281 W 53<sup>rd</sup> Ave

April 10, 2019

Mr. Moreau,

The address of 3281 W 53<sup>rd</sup> Ave, is within the Adams County Fire Protection District's jurisdiction and will be covered by its services. If you have any questions regarding this location, please call 303-539-6862 and we will be able to answer questions regarding this location.

Sincerely,

Chris Wilder  
Fire Marshal  
Adams County Fire Protection District

## APPENDIX D

# FIRE APPARATUS ACCESS ROADS

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

### SECTION D101 GENERAL

**D101.1 Scope.** Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

### SECTION D102 REQUIRED ACCESS

**D102.1 Access and loading.** Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds (34 050 kg).

### SECTION D103 MINIMUM SPECIFICATIONS

**D103.1 Access road width with a hydrant.** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

**D103.2 Grade.** Fire apparatus access roads shall not exceed 10 percent in grade.

**Exception:** Grades steeper than 10 percent as *approved* by the fire chief.

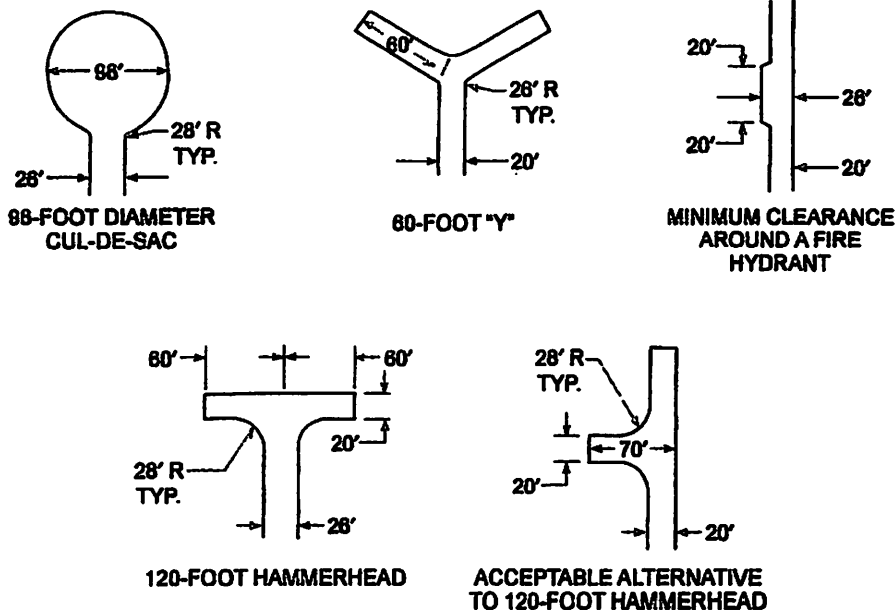
**D103.3 Turning radius.** The minimum turning radius shall be determined by the *fire code official*.

**D103.4 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4  
REQUIREMENTS FOR DEAD-END  
FIRE APPARATUS ACCESS ROADS**

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.



For SI: 1 foot = 304.8 mm.

**FIGURE D103.1  
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND**

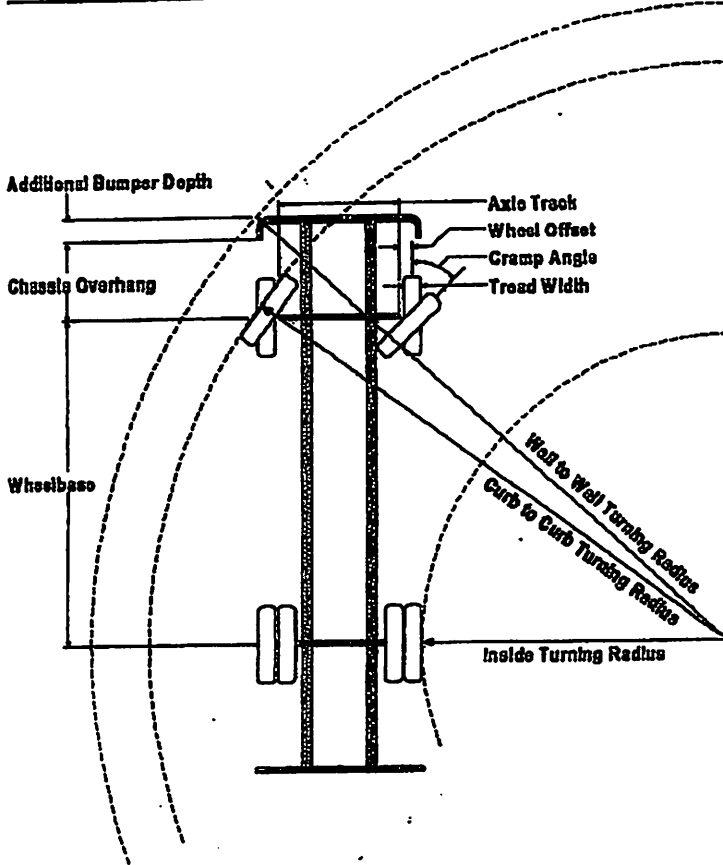


# Turning Performance Analysis

09/28/2017

**Bid Number:** 593  
**Department:** Adams County Fire Rescue

**Chassis:** Arrow XT Chassis, PAP, PUC  
**Body:** Aerial, Platform 100', PUC, Alum Body



**Parameters:**

Inside Cramp Angle:	40°
Axle Track:	82.92 in.
Wheel Offset:	5.39 in.
Tread Width:	17.50 in.
Chassis Overhang:	68.99 in.
Additional Bumper Depth:	16.00 in.
Front Overhang:	84.99 in.
Wheelbase:	277.50 in.

**Calculated Turning Radii:**

Inside Turn:	26 ft. 5 in.
Curb to curb:	42 ft. 8 in.
Wall to wall:	49 ft. 0 in.

**Comments:**

Category Description:	OptionID:	Option Description:
Axle, Front, Custom	0090913	Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Qtrn/AXT/DCF
Wheels, Front	0019818	Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot
Tires, Front	0582746	Tires, Front, Goodyear, G296 MSA, 445/65R22.50, 20 ply
Bumpers	0608536	Bumper, 16" Extended, Steel Painted, Arrow XT
Aerial Devices	0592931	Aerial, 100' Pierce Platform, 50 MPH Wind Rating, 150lb Tip Load Allowance

**Notes:**

Actual inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

PATH: 53rd Concept 2020\_01-15.dwg PLOTTED: January 15, 2020 1:58PM



VICINITY MAP

NOT TO SCALE

**PROJECT DATA - LOT 801**

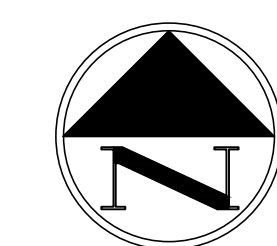
ZONING:	R-2 (Residential Two-Family)	
LOT SIZE:	REQUIRED 9,000 SF (MIN.)	ACTUAL 14,000 SF
MAX HEIGHT	25'-0"	
FRONT SETBACK (WEST):	20' - 0"	20' - 0"
REAR SETBACK (EAST):	15' - 0"	15' - 0"
SIDE SETBACK (NORTH):	17' - 0"	20' - 0"
SIDE SETBACK (SOUTH):	5' - 0"	10' - 0"

BASEMENT LEVEL	707 SF
MAIN LEVEL	707 SF
SECOND LEVEL	1,164 SF
GARAGE	456 SF

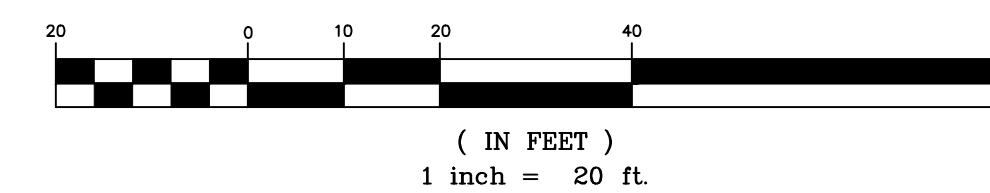
**PROJECT DATA - LOT 802**

ZONING:	R-2 (Residential Two-Family)	
LOT SIZE:	REQUIRED 9,000 SF (MIN.)	ACTUAL 9,000 SF
MAX HEIGHT	25'-0"	
FRONT SETBACK (WEST):	20' - 0"	20' - 0"
REAR SETBACK (EAST):	15' - 0"	15' - 0"
SIDE SETBACK (NORTH):	5' - 0"	10' - 9"
SIDE SETBACK (SOUTH):	17' - 0"	19' - 3"

BASEMENT LEVEL	707 SF
MAIN LEVEL	707 SF
SECOND LEVEL	1,164 SF
GARAGE	456 SF

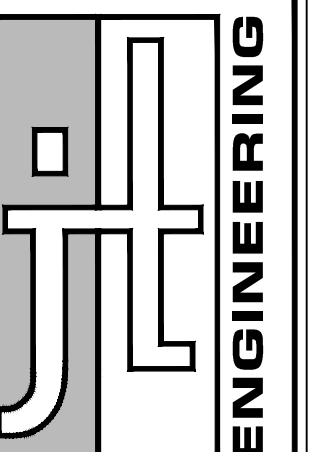


GRAPHIC SCALE

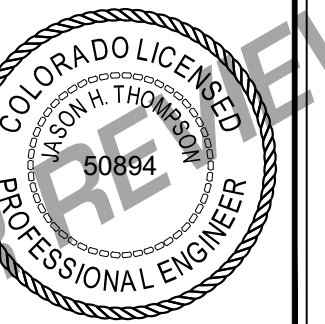


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IT Engineering, PC  
7886 South 2325 East  
South Weber, Utah 84405  
ph 801.866.7702



#	DATE	BY	DESCRIPTION

3281 W. 53RD AVE, PLOT 8 OF BERKLEY GARDENS NUMBER TWO  
**CONCEPTUAL SITE PLAN**  
DENVER, ADAMS COUNTY, COLORADO

SHEET SIZE: ARCH D
H. SCALE: 1" = 20'
V. SCALE: N/A
DATE: JAN 15, 2020
© COPYRIGHT 2020

SHEET NO.  
**SP1**  
1 of 1

Stephen E. Brendle

Adams County Development Review / Written Explanation

I have applied for a Minor Subdivision "Cardiff Village" 2 lots for duplexes for 3281 West 53 rd. Avenue.

We have completed the Pre-Development Review process and are moving forward with the Minor Subdivision Review process.

The Duplex homes will very nice quality like the newer homes currently being built around the Berkley area. I have attached a rendering of what I am proposing to be built on the property as a reference. The community as you are well aware of is going through a regentrification adding significant upgrades to the community. I very much want to be part of this vibrant community.

Respectfully yours,

A handwritten signature in blue ink, appearing to read "Stephen", written over the closing "yours,".

Stephen E. Brendle



1600 West 12th Ave  
Denver, CO 80204-3412  
303 628 6000  
denverwater.org

June, 15th 2020

Stephen Brendle,  
1192 E. Draper Parkway #101  
Draper, Utah 84020

RE: Cardiff Village  
3281 W. 53rd Avenue, Denver CO 80221

Dear Stephen Brendle,

Denver Water has been asked to determine whether the property described on the attached layout is located within a Distributor's service area and eligible to receive water service. This letter verifies that the property is located within Berkeley W&S District Distributor service 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 W&S District to determine Distributor's ability to serve, rules and regulations affecting service and an 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 you have questions, or you would like to schedule a meeting to discuss the proposed project, please contact Denver Water Sales Administration at 303-628-6100 (Option 2).

Sincerely,

A handwritten signature in blue ink that reads 'Jillian Atencio'.

Jillian Atencio  
Sales Administration





## WILL SERVE LETTER

June 11, 2020

Steve Brendle

Re: 3281 W 53<sup>rd</sup> Ave, Denver, CO 80221

Dear Steve Brendle,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electrical service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 3281 W 53<sup>rd</sup> Ave, Denver, CO 80221.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Public Service's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received***
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction***

A scheduled in-service date will be provided once these requirements have been met.

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found at [Site Requirements. https://www.xcelenergy.com/staticfiles/xcel-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf](https://www.xcelenergy.com/staticfiles/xcel-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf) Easement requirements can be found at [Utility Design and Layout](#).

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Donna Sanders  
Xcel Energy Technician

Mailing address: Xcel Energy  
5460 W 60th Ave  
Arvada, CO 80003

Stephen E. Brendle

Adams County Development Review / Request

I acknowledge that this development I have applied for as a Minor Subdivision "Cardiff Village" consisting of 2 lots for duplexes at 3281 West 53 rd. Avenue will have Traffic Impact Fees associated with the costs for the final approval.

Respectfully yours,

A handwritten signature in blue ink, appearing to read "S. Brendle", is written over the closing "yours,".

Stephen E. Brendle