Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

CONDITIONAL USE PERMIT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pgs. 3-4) 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. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

- [x] 1. Development Application Form (pg. 5)
- [x] 2. Application Fees (see pg. 2)
- [x] 3. Written Explanation of the Project
- [x] 4. Site Plan Showing Proposed Development
- [x] 5. Proof of Ownership (warranty deed or title policy)
- [x] 6. Proof of Water and Sewer Services
- [x] 7. Proof of Utilities (e.g. electric, gas)
- [x] 8. Legal Description
- [x] 9. Certificate of Taxes Paid
- [x] 10. Certificate of Notice to Mineral Estate Owners/and Lessees(pg. 7)
- [x] 11. Certificate of Surface Development (pg. 8-10)

Supplemental Items (if applicable) *Contact County staff for supplemental forms

- [x] 1. Traffic Impact Study
- [ ] 2. Neighborhood Meeting Summary
- [ ] 3. Solid waste transfer station*
- [ ] 4. Solid waste composting facility*
- [ ] 5. Scrap tire recycling facility*
- 6. Inert fill*

Application Fees	Amount	Due
Conditional Use Permit	$1,000 ($300 per additional residential request/ $500 per additional non-residential)	With application submittal
Tri-County Health *made payable to Tri-County Health	$360	With application submittal

Conditional Use-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.**

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3. Written Explanation:

- A clear and concise, yet thorough, description of the proposal. Please include, if applicable, timeframe, purpose of project, and improvements that will be made to the site.

4. Site Plan:

- A detailed drawing of existing and proposed improvements.
- Including:
  - Streets, roads, and intersections
  - Driveways, access points, and parking areas
  - Existing and proposed structures, wells, and septic systems,
  - Easements, utility lines, and no build or hazardous areas
  - Scale, north arrow, and date of preparation
- An Improvement Location Certificate or Survey may be required during the official review

5. 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.

6. 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.

7. Proof of Utilities (Gas, Electric, etc):

- A written statement from the appropriate utility provider indicating that they will provide service to the property.
- Copy of a current bill from the service provider.

8. Legal Description:

- Geographical description used to locate and identify a 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.
- Or http://adcogov.org/index.aspx?NID=812

10. Certificate of Notice to Mineral Estate Owners/ Certificate of Surface Development:

- The State of Colorado requires notification to mineral rights owners of applications for surface development (i.e. zoning, plats, etc.)
- 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, or other documents

SUPPLEMENTAL:

1. **Preliminary Traffic Impact Study:**
   - This shall include, but not limited to:
     - Trip generation estimates from the development,
     - Current traffic counts,
     - Projected future traffic counts to include background traffic projections and future traffic projections from the development.
     - A description of the traffic impacts that the development will have on the surrounding area.

   Final Traffic Study:
   - Shall have all of the information contained in a Preliminary Traffic Impact Study and it shall also include recommendations on how to mitigate the traffic impacts that are caused by the development. (See chapter 8 for full description of requirements).

2. **Neighborhood Meeting Summary:**
   - Please refer to Section 2-01-02 of the Adams County Development Standards and Regulations for the specific requirements regarding time, location, and notice
   - A written summary shall be prepared including the materials submittal presented at the meeting, any issues identified at the meeting, and how those issues have been addressed

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DEVELOPMENT 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: 8121 Quebec Conditional Use Permit

APPLICANT

Name(s): Carmen Arevalo, Villalobos Concrete Inc. Phone #: 720-872-2753

Address: 5472 Lincoln Street

City, State, Zip: Denver, CO 80216

2nd Phone #: 720-934-4735 Email: erik@villaloboscc.com

OWNER

Name(s): Carmen Arevalo Phone #: 720-872-2753

Address: 5472 Lincoln Street

City, State, Zip: Denver, CO 80216

2nd Phone #: 720-934-4735 Email: erik@villaloboscc.com

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

Name: Alex Potvin / Lauren Richardson Phone #: 617-939-766

Address: 112 N Rubey Drive Suite 210

City, State, Zip: Golden, CO 80403

2nd Phone #: 303-202-5010 x221 Email: Alex.Potvin@baselinecorp.com
Lauren.Richardson@baselinecorp.com

DESCRIPTION OF SITE

Address:	8121 Quebec Street
City, State, Zip:	Commerce City, CO 80022
Area (acres or square feet):	3.872
Tax Assessor Parcel Number	0172129403008
Existing Zoning:	Agricultural 1 (A1)
Existing Land Use:	Industrial Use - Concrete Company
Proposed Land Use:	No Change

Have you attended a Conceptual Review? YES [x] NO [ ]

If Yes, please list PRE#: 2020-00076

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: Carmen Arevalo Date: 8-3-21

Owner's Printed Name

Name:

Owner's Signature

August 3, 2021

Greg Barnes
Planner III
Adams County Planning Department
4430 S Adams County Pkwy
Brighton, CO 80601

RE: 8121 Quebec, Villalobos Conditional Use Application

Dear Mr. Barnes,

Baseline Corporation is please to be representing the Villalobos Concrete Inc. group in their application for a conditional use permit at the northern parcel number 0172129403008 at recorded address 8121 Quebec Street, Commerce City, CO 80022. This application accompanies a request for a rezone of this parcel from A1 to I1. The rezone and conditional use permit will allow the Villalobos group to continue operations in their concrete business on a site where they have operated for many years. We recognize the needs of the community and the requests of the County as we discussed in our conceptual review meeting on January 15, 2021 and will work to satisfy all parties as we move through the rezone process.

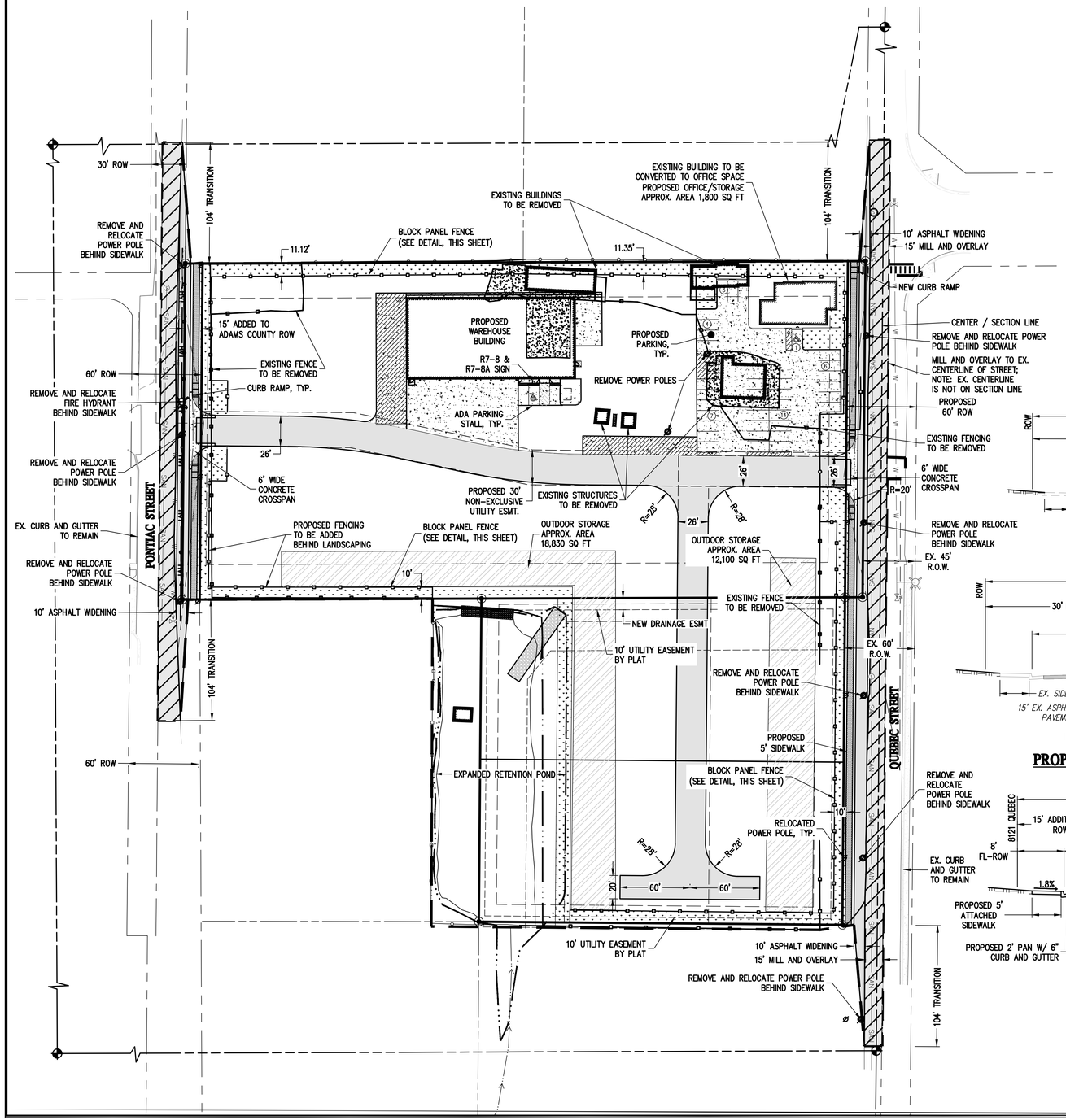
We look forward to working through the Conditional Use Permit process with you.

Sincerely,

Jessie Stonberg
Principal Planner
Baseline Engineering

REZONE
8121 QUEBEC STREET

LOCATED IN PART OF THE SE 1/4 SECTION 29, TOWNSHIP 2 SOUTH, RANGE 67 WEST
OF THE 6th PRINCIPAL MERIDIAN
UNINCORPORATED ADAMS COUNTY, COLORADO



LEGEND

EXISTING LINETYPES	PROPOSED LINETYPES	
81	81	MINOR CONTOUR (1' INTERVAL)
5280	5280	MAJOR CONTOUR (5' INTERVAL)
		PROPERTY BOUNDARY
		RIGHT-OF-WAY
		EASEMENT
		BUILDING SETBACK
		SECTION LINE
		EDGE OF ASPHALT
		CURB AND GUTTER (SPILL/CATCH)
		WOOD FENCE
W	W	WATER LINE
SAN	SAN	SANITARY SEWER MAIN
OHU	OHU	OVERHEAD UTILITY
HVT	HVT	HIGH VOLTAGE TRANSMISSION
		BLOCK PANEL FENCE

EXISTING SYMBOLS	PROPOSED SYMBOLS	
		FIRE HYDRANT
		WATER VALVE
		SANITARY MANHOLE
		LIGHT POLE
		CONCRETE SIDEWALK
		ASPHALT PAVEMENT
		MILL AND OVERLAY
		CONCRETE PAVEMENT
		LANDSCAPE
	38	PARKING COUNT
		OUTDOOR STORAGE

GENERAL NOTES:

1. ONLY FULL SIZED CONSTRUCTION PLAN SETS STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF COLORADO ARE TO BE USED FOR CONSTRUCTION. USING CONSTRUCTION PLAN SETS NOT STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF COLORADO ABSOLVES BASELINE ENGINEERING CORPORATION, THEIR AGENTS AND EMPLOYEES OF ALL LIABILITY.
2. AT NO TIME SHALL ANY CONSTRUCTION PLAN SET STAMPED "PRELIMINARY" OR "DRAFT" BE USED FOR CONSTRUCTION. DOING SO ABSOLVES BASELINE ENGINEERING CORPORATION, THEIR AGENTS AND EMPLOYEES OF ALL LIABILITY.
3. VALVES, TEES, FIRE HYDRANTS AND MANHOLES ARE SHOWN AT AN EXAGGERATED SCALE IN PLAN SO AS TO BE MORE VISIBLE.
4. SCALED MEASUREMENTS ARE APPROXIMATE DIMENSIONS AND SHOULD NOT BE USED FOR CONSTRUCTION, BID OR REVIEW.
5. ALL OUTDOOR STORAGE SHALL BE SCREENED IN ACCORDANCE WITH THE FENCING, WALLS, AND SCREENING SECTION OF THESE STANDARDS AND REGULATIONS.
6. ALL OUTDOOR STORAGE SHALL NOT EXCEED THE HEIGHT OF THE FENCE, UNLESS SPECIFICALLY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AS PART OF THE THE CONDITIONAL USE PERMIT.
7. ALL OUTDOOR STORAGE SHALL CONSIST OF NON-HAZARDOUS MATERIALS AS DETERMINED BY THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT.
8. ALL OUTDOOR STORAGE SHALL BE DESIGNED WITH ADEQUATE ACCESS AREAS AND SHALL MEET ALL REQUIREMENTS OF THE LOCAL FIRE DISTRICT.

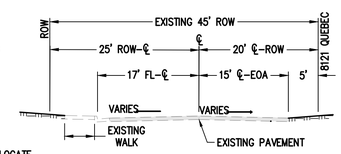
PARKING CALCULATIONS:

PER 4-15-04-03 OF THE ADAMS COUNTY DEVELOPMENT STANDARDS AND REGULATIONS A CONTRACTOR'S YARD REQUIRES 1 SPACE FOR EACH 10,000 SQ.FT OF YARD MATERIALS, STORAGE.

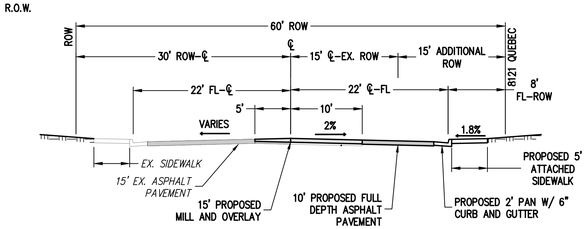
SITE SQUARE FOOTAGE: 255,906 SQ FT

REQUIRED PER CODE: 26 TOTAL SPACES
SHOWN ON SITE PLAN: 38 TOTAL SPACES

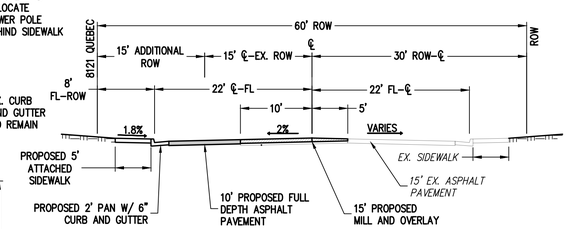
36 STANDARD PARKING STALLS
2 ADA VAN ACCESSIBLE STALL



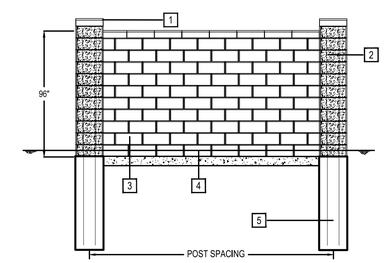
EXISTING QUEBEC STREET AND PONTIAC STREET SECTIONS



PROPOSED PONTIAC STREET SECTION



PROPOSED QUEBEC STREET SECTION



1 TOP CAP, TYP.
2 FENCE POST BLOCK
3 FENCE PANEL BLOCK
4 FINISH GRADE
5 POSTS SET IN CONCRETE FOOTINGS, TYP.

FOR PRELIMINARY DESIGN ONLY. NOT FOR FINAL DESIGN OR CONSTRUCTION.

1 BLOCK PANEL FENCE

SCALE: NTS

R7-8

R7-8a

N

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 INCH = 50 FT

811 Know what's below. Call before you dig.

BASELINE
Engineering • Planning • Surveying
102 N. RUBEY DRIVE, SUITE 210 • GOLDEN, COLORADO 80403
P: 303.940.9966 • F: 303.940.9959 • www.baselinecorp.com

DESIGNED BY SLP | DRAWN BY RAW | CHECKED BY ADP

REVISION DESCRIPTION	PREPARED BY	DATE
COUNTY COMMENTS	MLL	03/25/2022
COUNTY COMMENTS	LAR	08/16/2022
COUNTY COMMENTS	LAR	10/06/2022
COUNTY COMMENTS	LAR	01/20/2023
1ST SUBMITTAL	ADP	08/28/2024

VILLALOBOS CONCRETE COMPANY
UNINCORPORATED ADAMS COUNTY
CONDITIONAL USE PERMIT
8121 QUEBEC STREET
SITE PLAN

PREPARED UNDER THE DIRECT SUPERVISION OF

PRELIMINARY NOT FOR CONSTRUCTION

FOR AND ON BEHALF OF BASELINE CORPORATION

INITIAL SUBMITTAL	08/16/2021
DRAWING SIZE	24" X 36"
SURVEY FIRM ZBS	SURVEY DATE 1/8/2018
JOB NO.	C03471
DRAWING NAME	UPDATED 3471 SITE PLAN.dwg
SHEET 1 OF 1	

SP01

N:\co3471 - 8121 Quebec St Rezone\Drawings\Planning Documents\Site Plan\UPDATED 3471 SITE PLAN.dwg, 8/30/2024 9:59:22 AM, Alex Potvin

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(TD73-9-08) (Mandatory 1-09)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL. THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer - Creditworthy)

THIS DEED OF TRUST is made this 10th day of December, 2010, between Hector M. Villalobos and Carmen L. Arevalo (Borrower), whose address is 13465 Cherry Way, Thornton, CO 80241; and the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the benefit of Keith Sharpe and Gregory W. Sharpe as Joint Tenants (Lender), whose address is 7141 East 80th Avenue, Commerce City, CO 80022 .

Borrower and Lender covenant and agree as follows:

1. Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of Adams, State of Colorado:

Lots 3 and 4,
SHARPE SUBDIVISION,
County of Adams,
State of Colorado.

known as No. 8057-8077 Quebec Street (Street Address) Commerce City (City) CO (State) 80022 (Zip) (Property Address),

together with all its appurtenances (Property).

2. Note: Other Obligations Secured. This Deed of Trust is given to secure to Lender:

A. the repayment of the indebtedness evidenced by Borrower's note (Note) dated December 10, 2010 in the principal sum of (U.S.), with interest on the unpaid principal balance from February 1, 2011 until paid, at the rate of 8 percent rate per annum, with principal and interest payable at 7141 East 80th Avenue, Commerce City, CO 80022 or such other place as Lender may designate, in 360 payments of 1687.66 (U.S. 1687.66), due on the 1st day of each month beginning February 1, 2011; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon shall be due and payable on January 1, 2041; and Borrower is to pay to Lender a late charge of 12 % of any payment not received by the Lender within 7 days after payment is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty except 21% Penalty which shall remain in effect for the first ten (10) years, after which, said Loan can, at Buyer's sole discretion, be renegotiated. (Including Prepayment)

B. the payment of all other sums, with interest thereon at 8 % per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

C. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and except NONE.

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which the proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

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.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days

from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under paragraph 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

(a) any general or special taxes or ditch or water assessments levied or accruing against the Property;

(b) the premiums on any insurance necessary to protect any improvements compromising a part of the Property;

(c) sums due on any prior lien or encumbrance on the Property;

(d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;

(e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;

(f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

(g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to the paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. Acceleration; Foreclosure; Other Remedies. Except as provided in paragraph 24 (Transfer of Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignments of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Borrower hereby waives all right to homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This paragraph 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:

(a) Borrower shall, upon Lender's request, submit information required to enable Lender to evaluate the creditworthiness of the person ("Transferee") who is, or is to be, the recipient of a Transfer, as if a new loan were being made to Transferee. If Transferee is reasonably determined by Lender to be financially incapable of retiring the indebtedness according to its terms, based upon standards normally used by persons in the business of making loans on real estate in the same or similar circumstances, then all sums secured by this Deed of Trust, at Lender's option, may become immediately due and payable ("Acceleration").

(b) If Lender exercises such option to Accelerate, Lender shall give Borrower notice of Acceleration in accordance with paragraph 16 (Notice). The notice shall inform Borrower of the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to Acceleration and sale. Such notice shall also provide a period of not less than 10 days from the date the notice is given within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 (Acceleration; Foreclosure; Other Remedies). Lender shall give notice of such Acceleration, within thirty (30) days after notice of any Transfer is given to Lender by Borrower or Transferee in accordance with paragraph 16 (Notice). If Lender shall not give notice of such Acceleration within such thirty (30) days, then Lender will have no further right to such Acceleration.

(c) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

(d) Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (c) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. **Borrower's Copy**. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY BORROWER

Hector M. Villalobos

Carmen L. Arevalo

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 10th day of December, 2010, by Hector M. Villalobos and Carmen L. Arevalo

JENNY SILVER NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 08/23/2011

Witness my hand and official seal.

Notary Public: Jenny Silver
My commission expires: 8/23/2011.

South Adams County
Water & Sanitation District
6595 E 70th Avenue
Commerce City CO 80022
303.288.2646 www.sacwsd.org

Water and Wastewater Account Information

Account Number:	**0419425.02**
Service Address:	**8121 QUEBEC ST**
Service Period:	**7-14-2020 to 8-13-2020**
Billing Date:	**8-13-2020**
Due Date:	**8-23-2020**

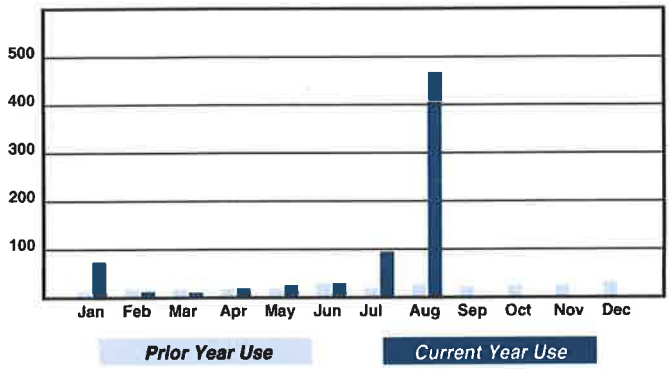
Water Meter Reading: **Use measured in 1,000 gallon increments*

	Previous Date	Previous Reading	Current Date	Current Reading	Total Use*
Domestic	7- 6-2020	1,624	8- 3-2020	2,091	467

0419425.02

VILLALOBOS PROPERTIES
STE 100 2ND FL
5472 LINCOLN ST
DENVER CO 80216-1744

1-270-7



Current Water and Sewer Charges

Water-Commercial Service Fee	
Multi Unit Water 5/8"	$3,026.21
Sewer-Commercial	
Multi Unit Sewer 5/8"	$267.54

Paid 8/27 Quebec

Special Message

Dedicated to Providing
Affordable and Sustainable
Water Resources

Current Bill Summary

Previous Bill Amount:	$890.63
Payments Received:	$-800.00
Adjustments:	
Credit(s):	$-3,320.44
Current Water & Sewer Charges:	$-26.69
TOTAL AMOUNT DUE	**$63.94**

Amount Automatically withdrawn on 9- 2-2020

Payment Coupon

Account Number:	**0419425.02**
Service Address:	**8121 QUEBEC ST**
Service Period:	**7-14-2020 to 8-13-2020**
Billing Date:	**8-13-2020**
Due Date:	**8-23-2020**

VILLALOBOS PROPERTIES
STE 100 2ND FL
5472 LINCOLN ST
DENVER CO 80216-1744

04194250200000063941

Amount Due

PAST DUE--PAY BY 8-23-2020 **$63.94**

Amount Enclosed

$

Please return this portion along with your payment. Please make check payable to:

South Adams County
Water & Sanitation District
PO Box 711863
Denver, CO 80271-1863

0419425.02

S1-1
1-270-7

ADAMS COUNTY
COLORADO

Stormwater Management Division
4430 S Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8212
Pay By Phone: 1-800-487-4567
Email: swq@adcogov.org
Pay Online: www.adcogov.org/stormwater

Bill To: VILLALOBOS PROPERTIES LLC
OR CURRENT OWNER
5472 LINCOLN ST
DENVER CO 80216-1744

Annual Stormwater Utility Fee

Customer Number	400402
Notification Date	4/1/2020
Statement Number	599846
Annual Service Dates: Jan 1 to Dec 31	

Due Date	Invoice Date	Invoice Type	Invoice Number	Parcel Number Impervious Area	Previous Balance	New Invoices	Payments Received	Adjustment	Outstanding Balance
6/30/2020	04/01/20	Invoice	322214	172129403008		$83.00			$83.00
	Situs: 8121 QUEBEC ST #A			10,873.87 Sq Ft					
								Balance Due	**$83.00**

✓ 8/7 Lincoln

→ 83 Zuni

Detach lower portion and send with your payment. Keep upper portion for your records.

Billing Address
VILLALOBOS PROPERTIES LLC
OR CURRENT OWNER
5472 LINCOLN ST
DENVER CO 80216-1744

Customer Number	400402
Notification Date	4/1/2020
Statement Number	599846
Balance Due	**$83.00**

Please Remit Payment To
COUNTY OF ADAMS
Stormwater Management Division
4430 S Adams County Parkway Suite W2000B
Brighton, CO 80601-8212

Amount Paid

Check Number

Or Pay Online at www.adcogov.org/stormwater

PUBLIC SERVICE COMPANY OF COLORADO

Xcel Energy®
RESPONSIBLE BY NATURE®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
VILLALOBOS PROPERTY 5472 LINCOLN ST STE 100 DENVER CO 80216-1744	53-9109242-1		09/23/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	699262333	09/02/2020	$160.81

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
Email us at: Customerservice@xcelenergy.com

Call Mon - Fri 7 a.m.-7 p.m. or Sat 9 a.m.-5 p.m.

Please Call: 1-800-895-4999
Hearing Impaired: 1-800-895-4949
Español: 1-800-687-8778

Or write us at: XCEL ENERGY
PO BOX 8
EAU CLAIRE WI 54702-0008

Like us on Facebook Follow us on Twitter You Tube

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 08/03	$234.30
Payment Received	Auto Pay 08/21	-$234.30 **CR**
Balance Forward		**$0.00**
Current Charges		$160.81
Amount Due *(Cantidad a pagar)*		**$160.81**

055490 1/5

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
301233618	8061 QUEBEC ST		$36.86
301233924	8121 QUEBEC ST		$87.12
301234575	8241 ROSEMARY ST		$18.43
301536126	8121 QUEBEC ST UNIT C		$18.40
Total			**$160.81**

INFORMATION ABOUT YOUR BILL

Your safety and the safety of our employees will always be our top priority. We are prepared and are taking steps to ensure we'll continue to be there for you to meet your energy needs as COVID-19 affects a growing number of people in our communities. We know this is a challenging time for many families, and we are here to help. Please reach out to our customer care representatives if you have questions about your bill, and learn more at xcelenergy.com/covid-19_response.

RETURN BOTTOM PORTION WITH YOUR PAYMENT • **PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS**

Xcel Energy®

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-9109242-1	09/23/2020	$160.81	Automated Bank Payment

Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

Your bill is paid through an automated bank payment plan.

SEPTEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1

------ manifest line ---------

VILLALOBOS PROPERTY
5472 LINCOLN ST STE 100
DENVER CO 80216-1744

XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

31 53092320 91092421 0000001608100000016081

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
VILLALOBOS PROPERTY 5472 LINCOLN ST STE 100 DENVER CO 80216-1744	53-9109242-1		**09/23/2020**
	STATEMENT NUMBER	**STATEMENT DATE**	**AMOUNT DUE**
	699262333	09/02/2020	**$160.81**

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today!

ENERGY OUTREACH COLORADO

There are two ways to contribute:

1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. **CHECK THE RED BOX** on the front-left side of this payment stub AND select a tax-deductible contribution below.

MONTHLY DONATION:

$20____ $10____ $5____ Other_____

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
VILLALOBOS PROPERTY 5472 LINCOLN ST STE 100 DENVER CO 80216-1744	53-9109242-1		**09/23/2020**
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	699262333	09/02/2020	**$160.81**

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	75° F	**76° F**
Electricity kWh	0.0	**0.0**
Electricity Cost	$0.17	**$0.20**

DAILY AVERAGES	Last Year	This Year
Temperature	75° F	**76° F**
Gas Therms	0.0	**0.0**
Gas Cost	$0.43	**$0.46**

SERVICE ADDRESS: **8061 QUEBEC ST COMMERCE CITY, CO 80022-4907**
NEXT READ DATE: 10/02/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 301233618
INVOICE NUMBER: 0858710612

METER READING INFORMATION

METER D2121386 Read Dates: 08/04/20 - 09/02/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	28585 Estimate	28585 Estimate	0 kWh

METER READING INFORMATION

METER D2121386 Read Dates: 07/07/20 - 08/04/20 (28 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	28585 Estimate	28585 Estimate	0 kWh

ELECTRICITY CHARGES — RATE: R Residential General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.94
Summer Tier 1*	0 kWh	$0.054610	$0.00
Trans Cost Adj	0 kWh	$0.000360	$0.00
Elec Commodity Adj	0 kWh	$0.025220	$0.00
Demand Side Mgmt Cost	0 kWh	$0.001890	$0.00
Purch Cap Cost Adj	0 kWh	$0.003920	$0.00
CACJA	0 kWh	- $0.000080	$0.00
GRSA E	0 kWh	$0.008230	$0.00
Renew. Energy Std Adj			$0.22
Total			**$11.16**

SERVICE ADDRESS: **8061 QUEBEC ST COMMERCE CITY, CO 80022-4907**
NEXT READ DATE: 10/02/20

NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: 301233618
INVOICE NUMBER: 0428203779

METER READING INFORMATION

METER 20736826 Read Dates: 08/03/20 - 09/01/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	0 Actual	0 Actual	0 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	0 ccf	x 0.881028	**0** therms

METER READING INFORMATION

METER 20736826 Read Dates: 07/07/20 - 08/03/20 (27 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	0 Actual	0 Actual	0 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	0 ccf	x 0.880605	**0** therms

NATURAL GAS CHARGES — RATE: RG Residential

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$24.42
Usage Charge	0 therms	$0.132680	$0.00
Interstate Pipeline	0 therms	$0.062600	$0.00
Natural Gas 3 Qtr	0 therms	$0.184800	$0.00

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09/02/2020

53-9109242-1

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
VILLALOBOS PROPERTY 5472 LINCOLN ST STE 100 DENVER CO 80216-1744	53-9109242-1		09/23/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	699262333	09/02/2020	$160.81

SAVE UP TO 94% ON SELECT LED BULB MULTI-PACKS WITH OUR BONUS DISCOUNTS.

We've teamed up with participating Colorado retailers to offer you Xcel Energy bonus discounts on select LED bulb multi-packs — save up to 94%. These multi-pack deals will bring down your cost per bulb to $0.13 – $0.94 each. In store only.

Visit **xcelenergy.com/Discounts** to find stores near you.

NATURAL GAS CHARGES

RATE: RG Residential

DESCRIPTION	USAGE	UNITS	RATE	CHARGE
Pipe Sys Int Adj	0	therms	$0.046010	$0.00
DSMCA				$1.28
Total				**$25.70**
Premises Total				**$36.86**

INFORMATION ABOUT YOUR BILL

This bill reflects an estimate. Actual charges will be billed once a meter reading is established. If you feel this estimate is above or below your average billing, please contact us at 1-800-895-4999.

FLIP YOUR FRIDGE AND GET $50!

We'll give you a $50 rebate*, pick up your old working fridge or freezer, and recycle it — for FREE.

No contact pickups.

On the day of your scheduled appointment, move your fridge to your garage, driveway, or porch. Print and sign the release form online and leave it inside your appliance. Our crew will arrive and pick up the unit without any physical contact with you and without entering your home.

Schedule your free pickup today!
Call **866.552.8755** or visit **xcelenergy.com/Fridge**.

*Participation in this program is subject to important rules and eligibility requirements, including but not limited to certain size requirements and types of units, which are detailed at xcelenergy.com/Fridge.

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
VILLALOBOS PROPERTY 5472 LINCOLN ST STE 100 DENVER CO 80216-1744	53-9109242-1		**09/23/2020**
	STATEMENT NUMBER	**STATEMENT DATE**	**AMOUNT DUE**
	699262333	09/02/2020	**$160.81**

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	75° F	76° F
Electricity kWh	19.5	22.2
Electricity Cost	$2.19	$2.56

YOUR MONTHLY NATURAL GAS USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	75° F	76° F
Gas Therms	0.0	0.0
Gas Cost	$0.43	$0.44

SERVICE ADDRESS: **8121 QUEBEC ST COMMERCE CITY, CO 80022-4974**
NEXT READ DATE: 10/02/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 301233924
INVOICE NUMBER: 0858706808

METER READING INFORMATION

METER D2471787 Read Dates: 08/03/20 - 09/01/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	63602 Actual	62957 Actual	645 kWh

ELECTRICITY CHARGES — RATE: R Residential General

DESCRIPTION	USAGE	UNITS	RATE	CHARGE
Service & Facility				$5.47
Summer Tier 1*	500	kWh	$0.054610	$27.31
Summer Tier 2*	145	kWh	$0.099020	$14.36
Trans Cost Adj	645	kWh	$0.000360	$0.23
Elec Commodity Adj	645	kWh	$0.025220	$16.27
Demand Side Mgmt Cost	645	kWh	$0.001890	$1.22
Purch Cap Cost Adj	645	kWh	$0.003920	$2.53
CACJA	645	kWh	- $0.000080	- $0.05 **CR**
GRSA E	645	kWh	$0.008496	$5.48
Renew. Energy Std Adj				$1.45
Total				**$74.27**

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SERVICE ADDRESS: **8121 QUEBEC ST COMMERCE CITY, CO 80022-4974**
NEXT READ DATE: 10/02/20

NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: 301233924
INVOICE NUMBER: 0428203967

METER READING INFORMATION

METER 20158088 Read Dates: 08/03/20 - 09/01/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	9367 Actual	9367 Actual	0 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE	UNITS	CONVERSION	VALUE	UNITS
Therm Multiplier	0	ccf	x 0.881028	**0**	therms

NATURAL GAS CHARGES — RATE: RG Residential

DESCRIPTION	USAGE	UNITS	RATE	CHARGE
Service & Facility				$12.21
Usage Charge	0	therms	$0.132680	$0.00
Interstate Pipeline	0	therms	$0.062600	$0.00
Natural Gas 3 Qtr	0	therms	$0.184800	$0.00
Pipe Sys Int Adj	0	therms	$0.046010	$0.00
DSMCA				$0.64
Total				**$12.85**

Premises Total	**$87.12**

09/02/2020

53-9109242-1

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
VILLALOBOS PROPERTY 5472 LINCOLN ST STE 100 DENVER CO 80216-1744	53-9109242-1		**09/23/2020**
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	699262333	09/02/2020	**$160.81**

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	75° F	76° F
Electricity kWh	13.3	0.0
Electricity Cost	$1.43	$0.19

DAILY AVERAGES	Last Year	This Year
Temperature	75° F	76° F
Gas Therms	0.0	0.0
Gas Cost	$0.43	$0.44

SERVICE ADDRESS: **8241 ROSEMARY ST COMMERCE CITY, CO 80022-4903**
NEXT READ DATE: 10/02/20

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 301234575
INVOICE NUMBER: 0858707782

METER READING INFORMATION

METER 93127847 Read Dates: 08/03/20 - 09/01/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	2726 Actual	2726 Actual	0 kWh

ELECTRICITY CHARGES — RATE: R Residential General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$5.47
Summer Tier 1*	0 kWh	$0.054610	$0.00
Trans Cost Adj	0 kWh	$0.000360	$0.00
Elec Commodity Adj	0 kWh	$0.025220	$0.00
Demand Side Mgmt Cost	0 kWh	$0.001890	$0.00
Purch Cap Cost Adj	0 kWh	$0.003920	$0.00
CACJA	0 kWh	- $0.000080	$0.00
GRSA E	0 kWh	$0.008230	$0.00
Renew. Energy Std Adj			$0.11
Total			**$5.58**

SERVICE ADDRESS: **8241 ROSEMARY ST COMMERCE CITY, CO 80022-4903**
NEXT READ DATE: 10/02/20

NATURAL GAS SERVICE DETAILS

PREMISES NUMBER: 301234575
INVOICE NUMBER: 0428202711

METER READING INFORMATION

METER S175715 Read Dates: 08/03/20 - 09/01/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	8029 Actual	8029 Actual	0 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	0 ccf	x 0.863232	**0** therms

NATURAL GAS CHARGES — RATE: RG Residential

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$12.21
Usage Charge	0 therms	$0.132680	$0.00
Interstate Pipeline	0 therms	$0.062600	$0.00
Natural Gas 3 Qtr	0 therms	$0.184800	$0.00
Pipe Sys Int Adj	0 therms	$0.046010	$0.00
DSMCA			$0.64
Total			**$12.85**

Premises Total **$18.43**

Xcel Energy®

MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
VILLALOBOS PROPERTY 5472 LINCOLN ST STE 100 DENVER CO 80216-1744	53-9109242-1		09/23/2020
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	699262333	09/02/2020	$160.81

SERVICE ADDRESS: **8121 QUEBEC ST UNIT C COMMERCE CITY, CO 80022-4974**
NEXT READ DATE: 10/02/20

YOUR MONTHLY ELECTRICITY USAGE

DAILY AVERAGES	Last Year	This Year
Temperature	75° F	76° F
Electricity kWh	5.5	1.9
Electricity Cost	$1.04	$0.63

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 301536126
INVOICE NUMBER: 0858705964

METER READING INFORMATION

METER 87848750 Read Dates: 08/03/20 - 09/01/20 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	28328 Actual	28274 Actual	54 kWh

ELECTRICITY CHARGES — RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			$10.50
Commercial Service	54 kWh	$0.085120	$4.60
Trans Cost Adj	54 kWh	$0.000320	$0.02
Elec Commodity Adj	54 kWh	$0.025220	$1.36
Demand Side Mgmt Cost	54 kWh	$0.001710	$0.09
Purch Cap Cost Adj	54 kWh	$0.003530	$0.19
CACJA	54 kWh	- $0.000070	$0.00
GRSA E	54 kWh	$0.008519	$0.46
Renew. Energy Std Adj			$0.34
Subtotal			**$17.56**
Sales Tax			$0.84
Total			**$18.40**
Premises Total			**$18.40**

055490 4/5

FLIP YOUR FRIDGE AND GET $50!

We'll give you a $50 rebate*, pick up your old working fridge or freezer, and recycle it — for FREE.

No contact pickups.

On the day of your scheduled appointment, move your fridge to your garage, driveway, or porch. Print and sign the release form online and leave it inside your appliance. Our crew will arrive and pick up the unit without any physical contact with you and without entering your home.

Schedule your free pickup today!
Call **866.552.8755** or visit **xcelenergy.com/Fridge**.

*Participation in this program is subject to important rules and eligibility requirements, including but not limited to certain size requirements and types of units, which are detailed at xcelenergy.com/Fridge.

09/02/2020

53-9109242-1

YOUR PRIVACY IS IMPORTANT TO US — BECAUSE IT'S IMPORTANT TO YOU.

INFORMATION ABOUT XCEL ENERGY'S PRIVACY PRACTICES

We know that the privacy of your personal information is important to you, and that makes it an important part of how we do business. That's why we maintain privacy policies and safeguards for your personal information. This notice explains our privacy practices and the choices you can make about how your information is used or shared. To learn more about our privacy policy, you can visit **xcelenergy.com/Privacy**.

TYPES OF INFORMATION WE COLLECT

Xcel Energy collects information about customers, which often includes:

- Personal information, such as:
  - Contact information
  - Demographic data
  - Details about your home and its energy-related equipment
  - User names, IDs and passwords for accounts that you may establish on our websites
  - Billing information and account payment details that you provide to us (such as financial information and Social Security numbers)
  - Credit report information

You may request to confirm the information we maintain about you in the ordinary course of business, and request us to make an update or correction of the inaccuracies in that information, free of charge, via our My Account site or by contacting us as specified by the More Information section below.

- Energy usage data (including information collected from utility meters that measure how you use energy or via participation in our renewable energy, energy efficiency, or conservation programs)

The type of energy usage data collected from meters installed at your premise and the frequency with which we collect and store that information varies depending on the type of meter you have installed. Please visit xcelenergy.com for more information on our metering technology. (Type "Meter Information" into the search box.)

Customers can access and share their standard customer data reports at any time for free. You can view your billing information on the My Account website at no additional charge. You can also view your energy usage information on the My Account website under the **My Usage** tab. You can sign up or log in to **My Account** at **xcelenergy.com**.

The type of energy usage data available to you and the frequency with which it is collected depends on the type of meter you have installed. You or a third party (with your consent) may request a standard or non-standard batched customer data report that, at a minimum, will contain your customer number, premise number, service address, meter number, meter read date, and total energy usage. We provide standard customer data reports no more frequently than monthly.

HOW WE USE THE INFORMATION WE COLLECT

The information we collect about you is used to provide regulated utility service in the ordinary course of business, to manage your account and for the billing process for Xcel Energy products and services. We also use it to communicate with you, respond to your questions, provide customer support, improve our service and product offerings, protect against fraud, and comply with legal requirements.

INFORMATION WE SHARE

Xcel Energy recognizes your expectation of privacy for your personal information and energy usage data. While such information is in our possession, we will take all reasonable precautions to protect its privacy and security. We will not disclose this information to third parties except as described in our Privacy Policy, which is available at **xcelenergy.com/Privacy**. This means that we will only disclose your information in limited circumstances, such as when permitted or required by law or applicable regulations; where necessary to provide you with service or operate our business; or with your explicit consent.

We may disclose aggregated or de-identified energy usage data to third parties as permitted or required by law or applicable regulations.

Aggregated data reports will not contain customer identifying information. We do not identify an individual customer's energy usage data or a specific customer or premise address associated with the reported energy usage in these reports.

AUTHORIZING THIRD-PARTY SHARING

You can choose to share certain information with third parties, including your energy usage data, if you authorize the disclosure and submit a specific consent form. Information on how to provide authorization and the required form is available at **xcelenergy.com/Privacy**. With your customer information it may be possible to obtain insight into your activities and the way you use energy.

Declining a third-party request for the release of your information will not affect the provision of any service you receive from Xcel Energy. You may terminate or limit any consent you previously granted for access to, or disclosure of, your data to a third party at any time by contacting us at **datarequest@xcelenergy.com** or **P.O. Box 8, Eau Claire, WI 54702**.

MORE INFORMATION

If you would like more information regarding our privacy practices, have questions or comments about our privacy policy, or would like to update information we have about you or your customer data preferences, please call us at **800.895.4999** or send an email to **inquire@xcelenergy.com**.

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09/02/2020
53-9109242-1

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SU PRIVACIDAD ES IMPORTANTE PARA NOSOTROS PORQUE ES IMPORTANTE PARA USTED.

INFORMACIÓN SOBRE LAS PRÁCTICAS DE PRIVACIDAD DE XCEL ENERGY

Sabemos que la protección de sus datos personales es importante para usted, y por ese motivo es parte importante de nuestro modo de trabajar. Es por eso que desarrollamos políticas de privacidad y protegemos su información personal. En esta notificación se explican nuestras prácticas de privacidad y las opciones que tiene respecto al modo en que se utiliza o comparte su información. Para obtener más información sobre nuestra política de privacidad, puede visitar **xcelenergy.com/Privacy**.

TIPOS DE INFORMACIÓN QUE RECABAMOS

Xcel Energy recaba información de los clientes, que a menudo incluyen lo siguiente:

- Información personal, por ejemplo:
  - Información de contacto
  - Datos demográficos
  - Detalles sobre su hogar y los aparatos que utilizan energía.
  - Nombres de usuario, identificaciones y contraseñas de las cuentas que usted configure en nuestros sitios web
  - Información que usted nos brinda sobre facturación y detalles del pago de la cuenta (por ejemplo, información financiera y números de Seguro Social)
  - Informes de crédito

Puede solicitar la confirmación de la información que mantenemos sobre usted en el desarrollo corriente de la actividad empresarial y solicitarnos que realicemos una actualización o corrección de los errores que aparecen en dicha información, sin cargo, a través del sitio web My Account (Mi cuenta) o si se comunica con nosotros según se especifica en la sección More Information (Más información) a continuación.

- Información sobre el consumo de energía (incluye la información recabada de los medidores de servicio que miden el modo en que usa la energía o a través de su participación en nuestros programas de energía renovable, eficiencia energética o conservación)

El tipo de datos sobre el consumo de energía recabados de los medidores instalados en su domicilio y la frecuencia con la que recabamos y guardamos esa información varían según el tipo de medidor instalado. Para obtener más información sobre la tecnología de nuestros medidores, visite **xcelenergy.com** (en inglés). (Escriba "Meter Information" en el cuadro de búsqueda.)

Los clientes pueden acceder a sus informes de datos estándar y compartirlos en cualquier momento y sin cargo. Puede ver su información de facturación en el sitio web My Account (Mi cuenta) sin costo adicional. También puede ver su información sobre el consumo de energía en el sitio web My Account (Mi cuenta) en la pestaña **My Usage** (Mi consumo). Para registrarse o iniciar una sesión en **My Account**, visite **xcelenergy.com**, en inglés.

El tipo de datos sobre el consumo de energía disponible para usted y la frecuencia con la cual se recaba dependen del tipo de medidor que usted ha instalado. Usted o un tercero (con su consentimiento) puede solicitar un informe de datos de un grupo de clientes estándar o no estándar que, como mínimo, incluirá su número de cliente, número de lugar, dirección para notificaciones, número de medidor, fecha de lectura del medidor y consumo total de energía. Proporcionamos informes de datos de clientes estándar con una frecuencia no mayor a una vez por mes.

CÓMO USAMOS LA INFORMACIÓN QUE RECABAMOS

La información que recabamos sobre usted se utiliza para ofrecer servicios públicos regulados en el desarrollo corriente de la actividad empresarial, para administrar su cuenta y en el proceso de facturación de los productos y servicios de Xcel Energy. También la usamos para comunicarnos con usted, responder a sus preguntas, ofrecerle asistencia al cliente, mejorar nuestra oferta de productos y servicios, protegerlo contra fraudes y cumplir con disposiciones legales.

INFORMACIÓN QUE COMPARTIMOS

Entendemos que los clientes de Xcel Energy esperan que su información personal y los datos sobre el consumo de energía se traten con un nivel adecuado de protección. En tanto tengamos esa información en nuestro poder, tomaremos las medidas razonables para protegerla de manera segura y confidencial. No divulgaremos la información a terceros, salvo en los casos previstos en nuestra Política de privacidad, que se puede consultar en xcelenergy.com/Privacy (en inglés). Esto significa que solamente divulgaremos la información en determinadas circunstancias, por ejemplo, en los casos en que la normativa aplicable, o la ley, lo permita o requiera; cuando sea necesario para prestarle un servicio o para llevar adelante nuestra actividad; o con su consentimiento expreso.

Es posible que divulguemos datos sobre el consumo de energía combinados o no identificados a terceros según lo permitan la ley o la normativa aplicables.

Los datos de los informes combinados no incluirán información relativa a la identificación del cliente. En los informes no identificamos los datos sobre el consumo de energía de un cliente en particular ni asociamos la dirección del lugar donde se realiza el consumo de energía.

AUTORIZACIÓN A TERCEROS PARA COMPARTIR LOS DATOS

Usted puede optar por compartir determinada información con terceros, por ejemplo, información sobre el consumo de energía. Para eso deberá autorizar la divulgación y presentar un formulario de consentimiento específico. Para ver información sobre el modo de realizar la autorización y obtener el formulario correspondiente, visite **xcelenergy.com/Privacy** (en inglés). Con la información del cliente es posible que se analicen sus actividades y el modo en que usa la energía.

Si usted deniega la solicitud de autorización de un tercero para divulgar su información, esa decisión no afectará el suministro de ningún servicio que reciba de Xcel Energy. Podrá revocar o limitar cualquier consentimiento que haya otorgado previamente respecto al acceso a sus datos por parte de terceros o la divulgación de dichos datos a estos en cualquier momento. Para hacerlo, comuníquese con nosotros a **datarequest@xcelenergy.com** o a **P.O. Box 8, Eau Claire, WI 54702**.

MÁS INFORMACIÓN

Si desea obtener más información sobre nuestras prácticas de privacidad, si tiene preguntas o comentarios sobre la política de privacidad o si quiere que actualicemos la información que tenemos sobre usted o sus preferencias sobre datos de clientes, comuníquese con nosotros por teléfono al **800.895.4999** o envíe un correo electrónico a **inquire@xcelenergy.com**.

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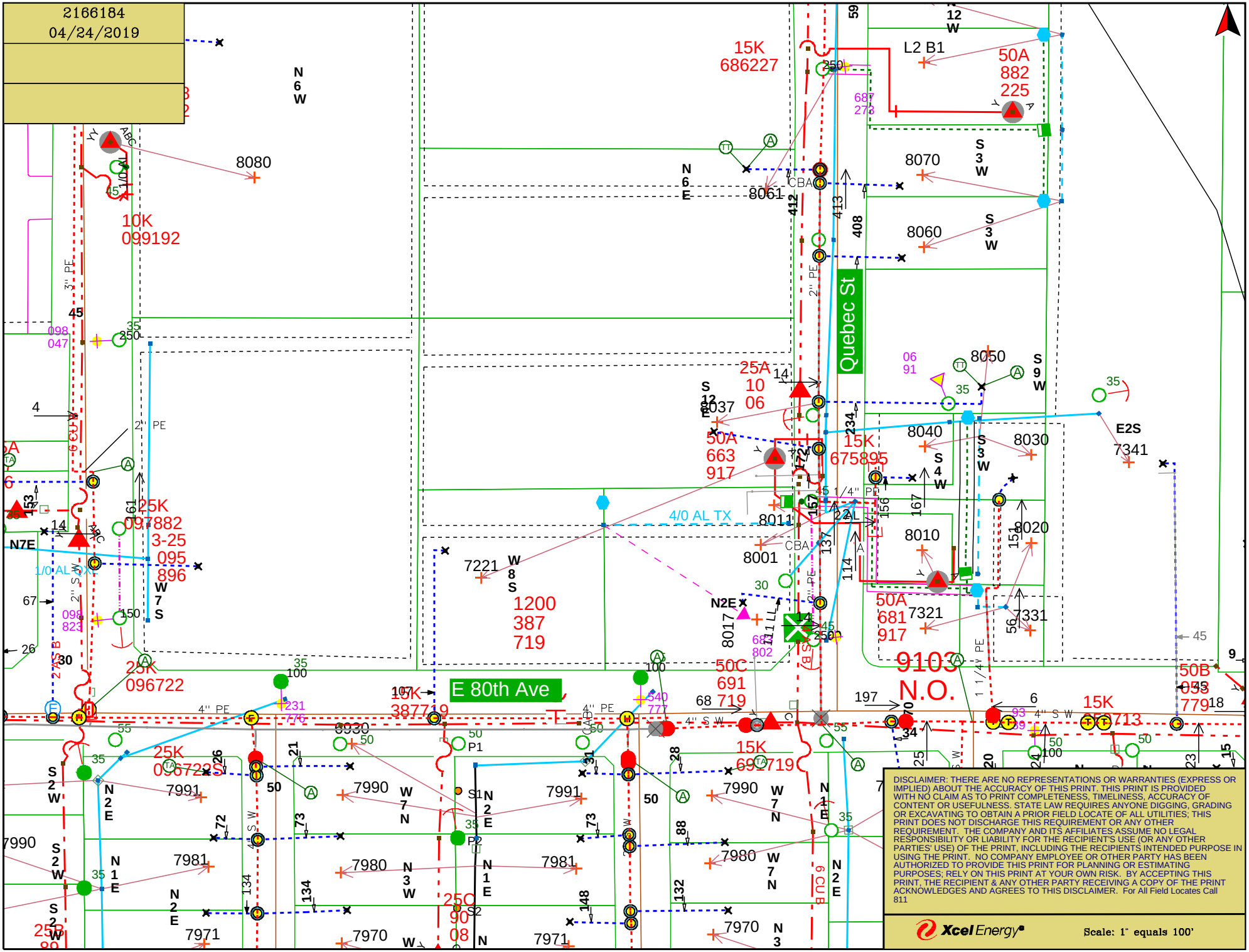

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Xcel Energy

Scale: 1" equals 100'

PARCEL 0172129403008

LEGAL DESCRIPTION

SUB: HENEBRYTON DESC: PLOT 32

TREASURER & PUBLIC TRUSTEE
ADAMS COUNTY, COLORADO
Certificate Of Taxes Due

Account Number R0077586
Parcel 0172129403008
Assessed To
VILLALOBOS PROPERTIES LLC
5472 LINCOLN ST
DENVER, CO 80216-1744

Certificate Number 2020-164735
Order Number
Vendor ID Counter

Legal Description
SUB:HENEBRYTON DESC: PLOT 32

Situs Address
8121 QUEBEC ST #A 000000000

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2019	$4,273.98	$0.00	$0.00	($4,273.98)	$0.00
Total Tax Charge					$0.00
Grand Total Due as of 09/22/2020					**$0.00**

Tax Billed at 2019 Rates for Tax Area 215 - 215

Authority	Mill Levy	Amount
RANGEVIEW LIBRARY DISTRICT	3.6770000	$181.06
FIRE DISTRICT 4	14.7500000	$726.29
ADAMS COUNTY	26.9170000	$1,325.38
SD 14	38.0090000	$1,871.56
SOUTH ADAMS WATER & SANITAT	2.4490000*	$120.59
URBAN DRAINAGE SOUTH PLATTE	0.0970000*	$4.78
URBAN DRAINAGE & FLOOD CONT	0.9000000	$44.32
Taxes Billed 2019	86.7990000	$4,273.98

* Credit Levy

Values	Actual	Assessed
RES LND DUP/TRI	$639,940	$45,760
SINGLE FAMILY RES	$7,402	$530
DUP-TRIPLEX	$41,294	$2,950
Total	$688,636	$49,240

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURY PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK.

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Lisa L. Culpepper, J.D.

Treasurer, Adams County, Lisa L. Culpepper J.D.

4430 S. Adams County Parkway
Brighton, CO 80601

ZEREN
LAND SERVICES
OIL AND GAS TITLE

P.O. Box 336337
Greeley, CO 80633

Phone (970) 351-0733
Fax (970) 351-0867

LIST OF MINERAL OWNERS AND MINERAL LESSEES for NOTIFICATION
(Villalobos Properties LLC and Hector M. Villalobos and Carmen L. Arevalo Property)

Subject Property:

Township 2 South, Range 67 West, 6th P.M., Adams County, CO
Section 29: Tract 32, Henebryton Subdivsion; and
Lot 1, Sharpe Subdivision Amendment 2; being a part of the SE¼

Zeren Land Services, an oil and gas title research company, states that to the best of its knowledge the following is a true and accurate list of the names and addresses of the mineral owners and mineral leasehold owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq. in the Subject Property based upon the records of the Adams County Assessor and Clerk Recorder as of October 22, 2020 at 7:45 a.m.:

Mineral Owners:

None (entitled to notice)

Mineral Leasehold Owners:

None (entitled to notice)

Dated this 26th day of October, 2020.

ZEREN LAND SERVICES

By: Cynthia A. E. Zeren, CPL
Certified Professional Landman #4044

At the request of **Baseline Engineering, Planning, & Surveying** ("Client"), Zeren Land Services, an independent land consulting firm, has prepared the foregoing list of mineral estate owners entitled to notice under the Surface Development Notification Act, Colorado Revised Statutes §24-65.5-101, et seq.

Zeren Land Services, searched (i) the records of the Weld County Assessor relating to the Subject Property for persons identified therein as mineral estate owners, and (ii) the records of the Weld County Clerk and Recorder relating to the Subject Property for recorded requests for notification in the form specified in the Surface Development Notification Act. The results of these searches are set forth above in this List of Mineral Owners Entitled to Notice. At the date of the search, the records of the Assessor and the Clerk and Recorder were posted through October 22, 2020 at 7:45 A.M.

The Adams County Clerk and Recorder has revised and modified their method of indexing the Requests for Notification of Surface Development which does not conform to the applicable statutory guidelines. Although we make every reasonable effort to locate the applicable Requests, our search is, therefore, further restricted by the current practices of the Office of the Clerk and Recorder.

Zeren Land Services, agreed to prepare this listing for the Client only if the Client agreed that the liability of Zeren Land Services, would be strictly limited to the amount paid by the Client for such services. Zeren Land Services, makes no warranty, express, implied or statutory, in connection with the accuracy, completeness or sufficiency of such listing of mineral estate owners. In the event the listing proves to be inaccurate, incomplete, insufficient or otherwise defective in any way whatsoever or for any reason whatsoever, **the liability of Zeren Land Services, shall never exceed the actual amount paid by Client to Zeren Land Services**, for the listing.

In order to induce Zeren Land Services, to provide such services**, Client further agreed to indemnify and hold Zeren Land Services, its managers, members and employees, harmless from and against all claims by all persons (including, but not limited to Client) of whatever kind or character arising out of the preparation and use of each such listing of mineral estate owners, to the extent that such claims exceed the actual amount paid to Client by Zeren Land Services, for such listing.** Client specifically intends that both the foregoing limitation on liability and foregoing indemnification shall be binding and effective without regard to the cause of the claim, inaccuracy or defect, including, but not limited to, breach of representation, warranty or duty, any theory of tort or of breach of contract, or the fault or negligence of any party (including Zeren Land Services) of any kind or character (regardless of whether the fault or negligence is sole, joint, concurrent, simple or gross). **Client's use of this listing evidences Client's acceptance of, and agreement with, this limitation on liability and the indemnification.**

ZEREN LAND SERVICES

Date: October 26, 2020

By: _____
Cynthia A. E. Zeren, as President

ZEREN
LAND SERVICES
OIL AND GAS TITLE

P.O. Box 336337
Greeley, CO 80633

Phone (970) 351-0733
Fax (970) 351-0867

LIST OF MINERAL OWNERS AND MINERAL LESSEES for NOTIFICATION
(Villalobos Properties LLC and Hector M. Villalobos and Carmen L. Arevalo Property)

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Mineral Owners:

None (entitled to notice)

Mineral Leasehold Owners:

None (entitled to notice)

Dated this 26th day of October, 2020.

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By: Cynthia A. E. Zeren, CPL
Certified Professional Landman #4044

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The Adams County Clerk and Recorder has revised and modified their method of indexing the Requests for Notification of Surface Development which does not conform to the applicable statutory guidelines. Although we make every reasonable effort to locate the applicable Requests, our search is, therefore, further restricted by the current practices of the Office of the Clerk and Recorder.

Zeren Land Services, agreed to prepare this listing for the Client only if the Client agreed that the liability of Zeren Land Services, would be strictly limited to the amount paid by the Client for such services. Zeren Land Services, makes no warranty, express, implied or statutory, in connection with the accuracy, completeness or sufficiency of such listing of mineral estate owners. In the event the listing proves to be inaccurate, incomplete, insufficient or otherwise defective in any way whatsoever or for any reason whatsoever, **the liability of Zeren Land Services, shall never exceed the actual amount paid by Client to Zeren Land Services**, for the listing.

In order to induce Zeren Land Services, to provide such services**, Client further agreed to indemnify and hold Zeren Land Services, its managers, members and employees, harmless from and against all claims by all persons (including, but not limited to Client) of whatever kind or character arising out of the preparation and use of each such listing of mineral estate owners, to the extent that such claims exceed the actual amount paid to Client by Zeren Land Services, for such listing.** Client specifically intends that both the foregoing limitation on liability and foregoing indemnification shall be binding and effective without regard to the cause of the claim, inaccuracy or defect, including, but not limited to, breach of representation, warranty or duty, any theory of tort or of breach of contract, or the fault or negligence of any party (including Zeren Land Services) of any kind or character (regardless of whether the fault or negligence is sole, joint, concurrent, simple or gross). **Client's use of this listing evidences Client's acceptance of, and agreement with, this limitation on liability and the indemnification.**

ZEREN LAND SERVICES

Date: October 26, 2020

By: _____
Cynthia A. E. Zeren, as President

TRAFFIC MEMO

To:
CC: Baseline Project File – co3471
From: Jessie Stonberg and Noah Nemmers, PE
Date: September 10, 2020
Re: **Traffic Generation Memo – 8121 Quebec St. Rezone**

OVERVIEW
This traffic generation memo is prepared to accompany the review application for the subdivision proposed at 8121 Quebec St., Commerce City, CO 80022. This memo provides an overview of the anticipated traffic generation associated with this site.

BACKGROUND
The site is located west of Quebec St. and south of the E. 81st Pl. alignment. The existing property consists of three lots and an existing concrete manufacturing facility with several buildings. The proposed subdivision will result in a consolidation of these into one approximately 5.87-acre property. No change of use is currently proposed.

Existing access to the site is currently off of Quebec St. No change in access is proposed with this subdivision.

TRIP GENERATION
Operational Traffic
The Institute of Transportation Engineers (ITE) manual on Trip Generation, 9th Edition) was referenced to approximate the anticipated trip generation related to the proposed use. The ITE manual provides guidance on trip generation based on a common parameter. Because the three properties will be consolidated, the entire square footage for the site was calculated using the "Light Industrial" ITE Description. For the proposed use, the average generation in the AM Peak Hour is 29 trips and the PM Peak Hour is 28 trips. The daily trip generation will be a maximum of 202 trips per day for this subdivision. Approximate trips were rounded up to the nearest whole number. The ITE manual also predicts the percent of trips that are entering vs. exiting. The following tables depict the anticipated trip generation for the operation based on the above referenced average trip generation description:

Table 1. Traffic Trip Generation Summary Table			
Average Weekday Operation – Totals			
Total Acreage	Total Daily Trips	AM Hour Trips	PM Hour Trips
3.9 acres	202	29	28
Rates are based on General Light Industrial (110).			

Table 2. Traffic Trip Generation Summary Table			
Average Weekday Operation – **Peak Hours**			
AM Enter	AM Exit	PM Enter	PM Exit
83% of AM Trips	17% of AM Trips	22% of PM Trips	78% of PM Trips
24	5	6	22
Rates are based on General Light Industrial (110).			

CONCLUSION

The proposed Planned Development does not change the size of the existing structures or the traffic impacts of allowed uses. The proposed trip generation of this site shouldn't create any hazards or conflicts to the existing road conditions in this area.

Sincerely,
Baseline Engineering Corporation

Noah J Nemmers, PE
Engineering Manager