



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

Request for Comments

Case Name: Hannah's Glenn Subdivision
Case Number: PLT2025-00003

April 1, 2025

The Adams County Planning Commission is requesting comments on the following application: **Minor Subdivision to create three lots in the Residential-2 zone district.** This request is located at 3285 West 64th Avenue. The Assessor's Parcel Number is 0182505322002. The applicant is Max Quintana.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 05/01/2025 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

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

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

Thank you for your review of this case.

Greg Barnes
Principal Planner

BOARD OF COUNTY COMMISSIONERS

Julie Duran Mullica
DISTRICT 1

Kathy Henson
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



FINAL PLAT

(MINOR SUBDIVISION)

A minor subdivision shall only be used to divide parcels of less than twenty (20) acres into four (4) or fewer lots. Minor subdivisions are processed through this application for final plat. Two public hearings are required in the processing of this application. A separate application for Subdivision Engineering Review must be filed in addition to this application for final plat.

Please include this page with your submittal. Submittal instructions and more information about checklist items can be found on pages 2-3.

Required Checklist Items

- ☒ Development Application Form
- ☒ Written Explanation
- ☒ Final Plat
- ☒ Legal Description
- ☒ Conceptual Site Plan
- ☒ Proof of Ownership
- ☒ Proof of Water and Sewer Services
- ☒ Proof of Utilities
- ☒ Certificate of Taxes Paid
- ☒ Receipt of Payment to Colorado Geological Survey

Discretionary Checklist Items

- ☐ School Impact Analysis
- ☐ Subdivision Engineering Review Application. If already filed, please identify the case number here:

Fees Due When Application is Deemed Complete	
Minor Subdivision (final plat)	• \$1,600

Guide to Development Application Submittal

This application shall be submitted electronically to epermitcenter@adcogov.org. If the submittal is too large to email as an attachment, the application may be sent as an unlocked Microsoft OneDrive link. Alternatively, the application may be delivered on a flash drive to the One-Stop Customer Service Center. All documents should be combined in a single PDF, although you may provide multiple PDFs to ensure no file exceeds 100 MB. Once a complete application has been received, fees will be invoiced and payable online at www.permits.adcogov.org.

Required Checklist Items

Written Explanation of the Project:

- A clear and concise description of the proposal. Please include the purpose of the project, and improvements that will be made to the site.
- Identify the number of tracts and number of lots being proposed.
- Please keep written explanation to three pages or less.

Final Plat Prepared by Registered Land Surveyor:

- A map or maps together with supporting documentation of certain described land providing permanent and accurate record of the legal description, dedications, exact size, shape, and location of lots, blocks, streets, easements, and parcels

Legal Description:

- A version of the legal description (from the final plat) that we can copy and paste. You may provide this in PDF or Microsoft Word versions.

Conceptual Site Plan Showing Proposed Development:

- 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

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

Proof of Water and Sewer:

- Public utilities - A written statement from the appropriate water and/or sanitation district indicating that they will provide service to the property
- Private utilities - Well permit(s) information can be obtained from the Colorado State Division of Water Resources at (303) 866-3587. A written statement from Adams County Health Department indicating the viability of obtaining Onsite Wastewater Treatment Systems

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

Certificate of Taxes Paid:

- A Statement of Taxes Paid is not the equivalent of a Certificate of Taxes Paid. Colorado State Statutes require a Certificate of Taxes Paid to be submitted with this application.
- All taxes on the subject property must be paid in full. A certificate of taxes paid can be obtained in-person at the Adams County Treasurer's office. As of July 2023, the cost is \$10.
- You may also request a Certificate of Taxes Paid by e-mailing treasurer@adcogov.org, and credit card payment can be processed by telephone.

Receipt of Payment from Colorado Geological Survey:

- The Colorado Geological Survey requires a fee payment for the review of any subdivision. These payments can be made at: <https://commerce.cashnet.com/MinesCGS>. A receipt of this pre-payment must be provided in this application submittal.

Discretionary Checklist Items**School Impact Analysis:**

- Contact the applicable school district for the analysis. If the school district does not provide this, please include an email from them.
- Should include the increase in elementary, middle, and high school students and the existing school sites and structure of the applicable district in which the subdivision is proposed to be located.

Subdivision Engineering Review Application:

- Contact the cedd-eng@adcogov.org to determine if a subdivision engineering review is required. If it is determined that an application is not required, please include an email from them.
- This is a separate application submittal from the minor subdivision final plat. Please refer to the application checklist located at: <https://epermits.adcogov.org/submittal-checklists>.



PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address:

3285 W. 64th Avenue

City, State, Zip:

Denver, CO 80221

Area (acres or
square feet):

13,339 SF (0.308 Ac.)

Tax Assessor
Parcel Number

0182505322002

Existing
Zoning:

R-2

Existing Land
Use:

SFR

Proposed Land
Use:

Future SFR (1) & Duplex (1)

Have you attended a Conceptual Review? YES ☒

NO ☐

If yes, please list PRE#: 2023-00041

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:

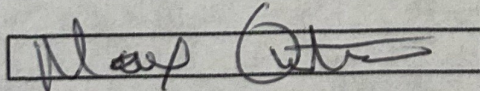
MAX QUINTANA

Date:

NOV 17, 2024

Owner's Printed Name

Name:



Owner's Signature



Minor Subdivision Final Plat Requirements

1. **Subdivision Name, Subtitle:** Name of subdivision at the top of the sheet, followed by a subtitle identifying the section, township and range information along with County and State.
2. **Property Description:** An accurate and clear property (legal) description of the overall boundary of the subdivision with the acreage of the subdivision. All courses in the property (legal) description shall be shown and labeled on the plat drawing, with all bearings having the same direction as called out in the legal description. The only exception being where more than one description is required, going a different direction over the same course. The direction shall then hold for the description having more weight (i.e., the overall boundary) for purposes of the plat. If both record and "as-measured" dimensions are being used, show both and clearly label on the plat drawing. Point of commencement and/or point of beginning shall be clearly labeled on the plat drawing.
3. **Ownership Certificate:**
 - a. Know all men by these presents that (owner name(s)), being the sole owner of the following described tract of land:
 - b. Legal Description
 - c. Have (Has) by these presents laid out, platted and subdivided the same into lots, streets and easements as shown on this plat under the name and style of (subdivision name).
4. **Dedication Statements:** Statements of land to be dedicated to the County for parks or other public uses, grants of easements and dedication of public streets to the Adams County are required.
 - a. All plats with public streets shall have the following sentence in the dedication statement: *All public streets are hereby dedicated to Adams County for public use.*
 - b. All plats with public easements and/or tracts must have the following sentence in the dedication statement: *The undersigned does hereby dedicate, grant and convey to Adams County those Public Easements (and tracts) as shown on the plat; and further restricts the use of all Public Easement to Adams County and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in Adams County.*
 - c. All plats with private streets shall have the following sentence in the dedication statement: *All private streets (insert names) are privately owned and maintained by (list owner name, Owner's Association, etc.).*
 - d. All plats with other tracts being dedicated to the County shall have:



- i. A sentence in the dedication statement similar to "Tract X is hereby dedicated to Adams County for public use".
 - ii. A special numbered plat note defining the purpose and perpetual maintenance responsibility for the tract such as "Tract X is for public drainage, landscaping, trail and open space with maintenance of the surface being vested in the (District Name) Special Maintenance District".
5. **Surveyor's Statement:** Statement by a registered land surveyor, professionally licensed by the State of Colorado, to the effect that the layout represents a survey made by him and that the monuments thereon actually exist as located and that all dimensional and other details are correct.
6. **Access Provisions:**
 - a. **Statement Restricting Access:** A statement restricting access rights across the right-of-way lines of major highways, parkways, streets or freeways, where required as a provision of approval.
7. **Easement Statement:**
 - a. Six-foot (6') wide utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision. In addition, eight-foot (8') wide dry utility easements are hereby dedicated around the perimeter of tracts, parcels and/or open space areas. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of utilities. Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation.
8. **Storm Drainage Facilities Statement:**
 - a. 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.
9. **Layout:**
 - a. **Boundary Lines:** The subdivision boundary will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing



and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. All dimensions to be determined by accurate field survey which must balance and close within limit of one in five thousand (5,000). Show adjacent and/or intersecting plat/deed lines and label appropriately to include recording information (book and page and/or reception number).

- b. **Streets:** All street rights of way defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance, and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. Widths shall be labeled from each right-of-way line normal to the corresponding street center line. All street center lines defined by the plat will be clearly distinguishable from other map lines by use of distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a central angle (delta), radius and arc length. Radial bearings and/or chord bearings will be provided for all nontangent curves. The plat shall show the right-of-way lines, widths, locations and street names of all existing and proposed public or private streets:
 - i. Within the proposed subdivision, and
 - ii. Immediately abutting the proposed subdivision, and
 - iii. Any private street shall include the designation "(Private)" immediately following street name; any other private right of way that is not named shall include the designation "(Private)" in a manner that clearly conveys such a status.
- c. **Easements:** All easements as required by Adams County and other public and quasi-public agencies. Said easements shall be clearly labeled to include width, use and identification as public or private, if necessary. Tie to property lines and annotate with bearings and distances as necessary. Clearly show and label all existing easements, to include width and recording information, that cross, abut or are located within the subdivision boundary.
- d. **Lots and Blocks:** All lines of lots, blocks and other parcels of land defined by the plat will be clearly distinguishable from other map lines by use of a distinct line type and/or thickness. All lines will be labeled with a complete bearing and distance and all curves will be labeled with a radius and arc length. Lots must close to one in five thousand (5,000).
- e. **Readability:** All line annotation and all other text will be easily and clearly readable. No text shall overwrite other text or be overwritten by map lines.
- f. **Leader Lines:** Use leader lines whenever a dimension is not clearly and unmistakably associated with a given line, line segment or arc.



- g. **Multiple Sheets:** Whenever a plat drawing spans multiple sheets, clear and well labeled match lines and a key map shall be included on each sheet. Labels will be of the nature "See Sheet of ". Duplicate street names, widths, lot numbers, tract names, easement labeling or any such labeling when any feature is shown on multiple sheets.
 - h. **Identification System:** All lots and blocks in the subdivision shall be numbered, beginning with the numeral "1" and continuing consecutively throughout the tract, with no omissions or duplications. All tracts shall be likewise labeled beginning with the letter "A". Lots and tracts shall be labeled with the area of the lot or tract.
 - i. **Legend:** Provide a legend which designates all lines and symbols except where called out on plat drawing.
 - j. **Inundation Mark:** The plat shall clearly show the 100-year floodplain line. Reference the appropriate FEMA panel by which the location of this line has been determined.
10. **Easements:** Book and page and/or reception number for all existing and newly created easements.
11. **Adjacent Subdivision:** Names of adjacent platted areas along with the reception and/or plat book and page number shall be shown. If unplatted, so indicate. Existing street rights of way that intersect the subdivision boundary or are adjacent to said boundary lines shall be clearly labeled with the street name, right of way width and appropriate deed or plat recording information wherein the right of way is defined. Show and label all existing lots and blocks that are immediately adjacent to the subdivision boundary.
12. **Basis of Bearings:** A clearly defined basis of bearings shall be provided, both verbally and graphically. All monumentation defining said line shall be shown and labeled on the plat drawing. When said line is not common with the subdivision boundary, it shall be accurately tied to the boundary with bearings and distances.
13. **Monuments:** All monuments used to determine and/or describe a boundary (including basis of bearings, point of beginning and point of commencement) shall be shown and clearly labeled on the plat drawing. Monuments for corners defined by the plat, or otherwise found to be missing in the field, shall be placed and set in accord with the requirements of the State of Colorado.
14. **Not A Part Of Subdivision:** All areas enclosed within the subdivision boundary which do not constitute a part of the subdivision shall be labeled "Not a part of this subdivision". All lines pertaining to such areas shall be dashed.
15. **Square Footage:** The area in square feet of all lot and tracts sought to be platted.
16. **Operation and Maintenance Manual reference:** Refer to the Operation and Maintenance Manual approved with this Subdivision for Additional Drainage Guidelines.

Community & Economic
Development Department
www.adcogov.org



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

17. All other information required by State law.



January 22, 2025

Adams County Community & Economic Development Department
4430 S. Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
P: 720.523.6800

Re: 3285 W. 64th Avenue ~ Denver, CO 80221 ~ Final Plat Submittal
Written Explanation ~ Propose Subdivision Project

Dear Adams County Community & Economic Development Staff:

Altitude Land Consultants, Inc. (ALC) is pleased to provide a **Final Plat Submittal** for a **Minor Subdivision** of 3285 W. 64th Avenue in Unincorporated Adams County. The site is located at the NEC of W. 64th Avenue and Irving Street.

The existing parcel is approximately 0.308 Acres and contains one (1) single-family residence.

The proposed project will subdivide the current lot into two (2) lots. The proposed southern lot (Lot 1) will be 8,400 SF. This lot will be developed into a duplex with a total of 5,524 SF of heated space plus 1,110 SF of garage space. Each unit will be two stories high with a basement. The proposed Northern lot (Lot 2) will meet the minimum standards for Adams County at 5,000 SF. This lot is planned to be developed with a single-family home in the future. Access and utility service is proposed off of both W. 64th Avenue and Irving Street.

Enclosed as part of our submittal package are the following:

- ✓ *Development Application*
- ✓ *Written Explanation*
- ✓ *Final Plat (Includes Legal Description)*
- ✓ *Conceptual Site Plan*
- ✓ *Proof of Ownership (Title Commitment)*
- ✓ *Will-Serve Letter from Crestview Water and Sanitation District*
- ✓ *Certificate of Taxes Paid*

Sincerely,

Natalie Fremming
Design Engineer
Altitude Land Consultants, Inc.
Natalie@AltitudeLandCo.com
720-594-9494 – Direct

Denver Office:
3461 Ringsby Court, #125
Denver, Colorado 80216
720.594.9494
AltitudeLandCo.com

HANNAH'S GLENN SUBDIVISION - MINOR SUBDIVISION PLAT

BEING A RESUBDIVISION OF LOT 25, BLOCK 4, HILLSBOROUGH, AS LOCATED IN THE
SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 1 OF 2

OWNERSHIP AND DEDICATION CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT MAX J. QUINTANA, BEING THE SOLE OWNER OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 25, BLOCK 4, HILLSBOROUGH,
COUNTY OF ADAMS, STATE OF COLORADO.

CONTAINING: 0.3076 ACRES OR 13400 SQUARE FEET OF LAND, MORE OR LESS.

NOW BEING DESCRIBED AS:

LOT 1

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PM., COUNTY OF ADAMS, STATE OF COLORADO, BEING PART OF LOT 25, HILLSBOROUGH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-SIXTEENTH CORNER ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE N45°12'42"E, A DISTANCE OF 42.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE N00°34'20"E, A DISTANCE OF 84.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 25, ALSO BEING THE **POINT OF BEGINNING**;

THENCE N00°34'20"E, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 25;
THENCE N89°50'21"E, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 25;
THENCE S00°34'20"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 25;
THENCE S89°50'21"W, A DISTANCE OF 100.00 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING: 0.1148 ACRES OR 5000 SQUARE FEET OF LAND, MORE OR LESS.

AND

LOT 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PM., COUNTY OF ADAMS, STATE OF COLORADO, BEING PART OF LOT 25, HILLSBOROUGH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-SIXTEENTH CORNER ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE N45°12'42"E, A DISTANCE OF 42.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25, ALSO BEING THE **POINT OF BEGINNING**;

THENCE N00°34'20"E, A DISTANCE OF 84.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 25;
THENCE N89°50'21"E, A DISTANCE OF 51.54 FEET;
THENCE S00°34'20"W, A DISTANCE OF 84.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 25;
THENCE S89°50'21"W, A DISTANCE OF 51.54 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING: 0.0994 ACRES OR 4329 SQUARE FEET OF LAND, MORE OR LESS.

AND

LOT 3

A PARCEL OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PM., COUNTY OF ADAMS, STATE OF COLORADO, BEING PART OF LOT 25, HILLSBOROUGH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-SIXTEENTH CORNER ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE N45°12'42"E, A DISTANCE OF 42.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25; THENCE N89°50'21"E, A DISTANCE OF 51.54 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 25, ALSO BEING THE **POINT OF BEGINNING**;

THENCE N00°34'20"E, A DISTANCE OF 84.00 FEET;
THENCE S89°50'21"W, A DISTANCE OF 48.46 FEET TO A POINT ON THE EAST LINE OF SAID LOT 25;
THENCE S00°34'20"W, A DISTANCE OF 84.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 25;
THENCE S89°50'21"W, A DISTANCE OF 48.46 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING: 0.0934 ACRES OR 54071 SQUARE FEET OF LAND, MORE OR LESS.

OWNER:

MAX J. QUINTANA

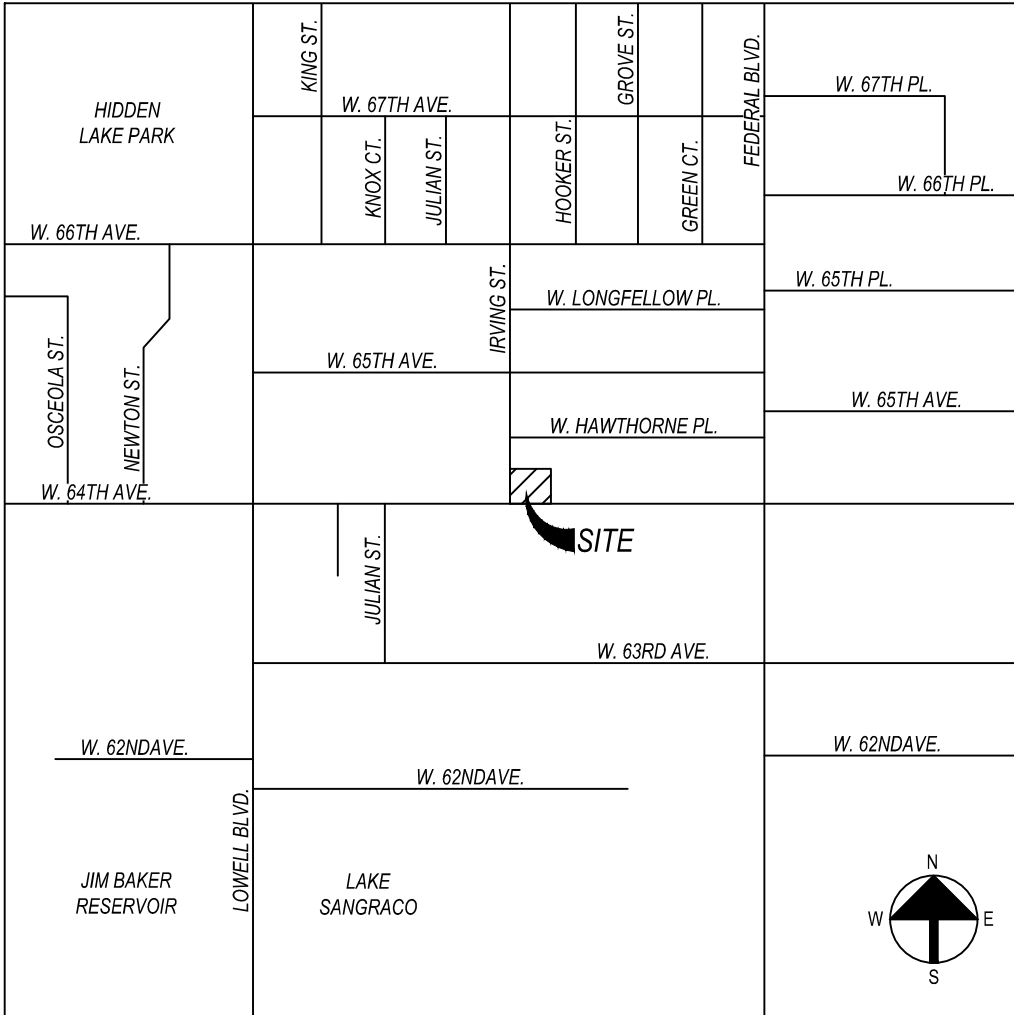
NOTARY CERTIFICATE

STATE OF COLORADO)
) SS.
COUNTY OF ADAMS)

ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2023
BY MAX J. QUINTANA AS OWNER

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____



VICINITY MAP:
SCALE 1" = 1000'

SHEET INDEX
SHEET 1 OF 2 COVER SHEET
SHEET 2 OF 2 PLAN SHEET

GENERAL NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY SUCH 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.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508. COLORADO REVISED STATUTE.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. BETWEEN A FOUND 2" ALUMINUM CAP STAMPED "L.S. 14112" IN RANGE BOX LOCATED AT THE INTERSECTION OF WEST 64TH AVENUE AND IRVING STREET AND A FOUND 3.25" ALUMINUM CAP STAMPED "L.S. 26288" IN RANGE BOX LOCATED AT THE INTERSECTION OF WEST 64TH AVENUE AND FEDERAL BOULEVARD. ASSUMED TO BEAR N89° 50' 21"E AT 1319.71 (1319.93) FEET.
- THE LINEAL UNIT IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT. PURSUANT TO C.R.S. 38-52-103(2) METRIC CONVERSION IS: ONE METER EQUALS 3937 / 1200 FEET.
- THIS PLAT WAS PREPARED IN NOVEMBER 2024.
- UTILITY EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISIONS, PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITH LIMITATION, VEGETATION.
- ACCESS RIGHTS ACROSS RIGHT-OF-WAY LINES TO LOTS IS WEST 64TH AVENUE AND IRVING STREET.
- FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. THE SUBJECT SITE IS LOCATED WITHIN ZONE 'X' (A MINIMAL FLOOD HAZARD), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA MAP NUMBER 08001C0583H, MAP REVISED MARCH 5, 2007, PANEL 583 OF 1150.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY TOM SPAETH OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHT-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. MAX J. QUINTANA HAS RELIED UPON HERITAGE TITLE COMPANY, POLICY NO. CO-FFAH-IMP-81306-1-20-H0620525, DATED NOVEMBER 3, 2020, FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHT-OF-WAY THAT CAN BE PLOTTED ACROSS THE PREMISES. THE PREMISES IS SUBJECT TO THE EXCEPTIONS CONTAINED IN SCHEDULE B SECTION II OF THE TITLE COMMITMENTS.
- THE PURPOSE OF THIS SUBDIVISION PLAT IS TO REPLAT THE EXISTING LOT INTO THREE (3) LOTS.

CERTIFICATION OF SURVEY:

I, KARL W. FRANKLIN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THERE ARE NO EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE ABOVE-DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE SURVEYED THIS PROPERTY AND THIS PLAT ACCURATELY AND PROPERTY SHOWS SAID PROPERTY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON. THIS LAND SURVEY PLAT COMPLIES WITH SECTION 38-51-106, COLORADO REVISED STATUTES.



KARL W. FRANKLIN,
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR, P.L.S. #37969
FOR OR ON BEHALF OF ALTITUDE LAND CONSULTANTS

PLANNING COMMISSION APPROVAL:

RECOMMENDED FOR APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION THIS ____ DAY OF _____, 2024.

CHAIR

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS THIS ____ DAY OF _____, 2024.

CHAIR

ADAMS COUNTY ATTORNEY'S OFFICE:

APPROVED AS TO FORM



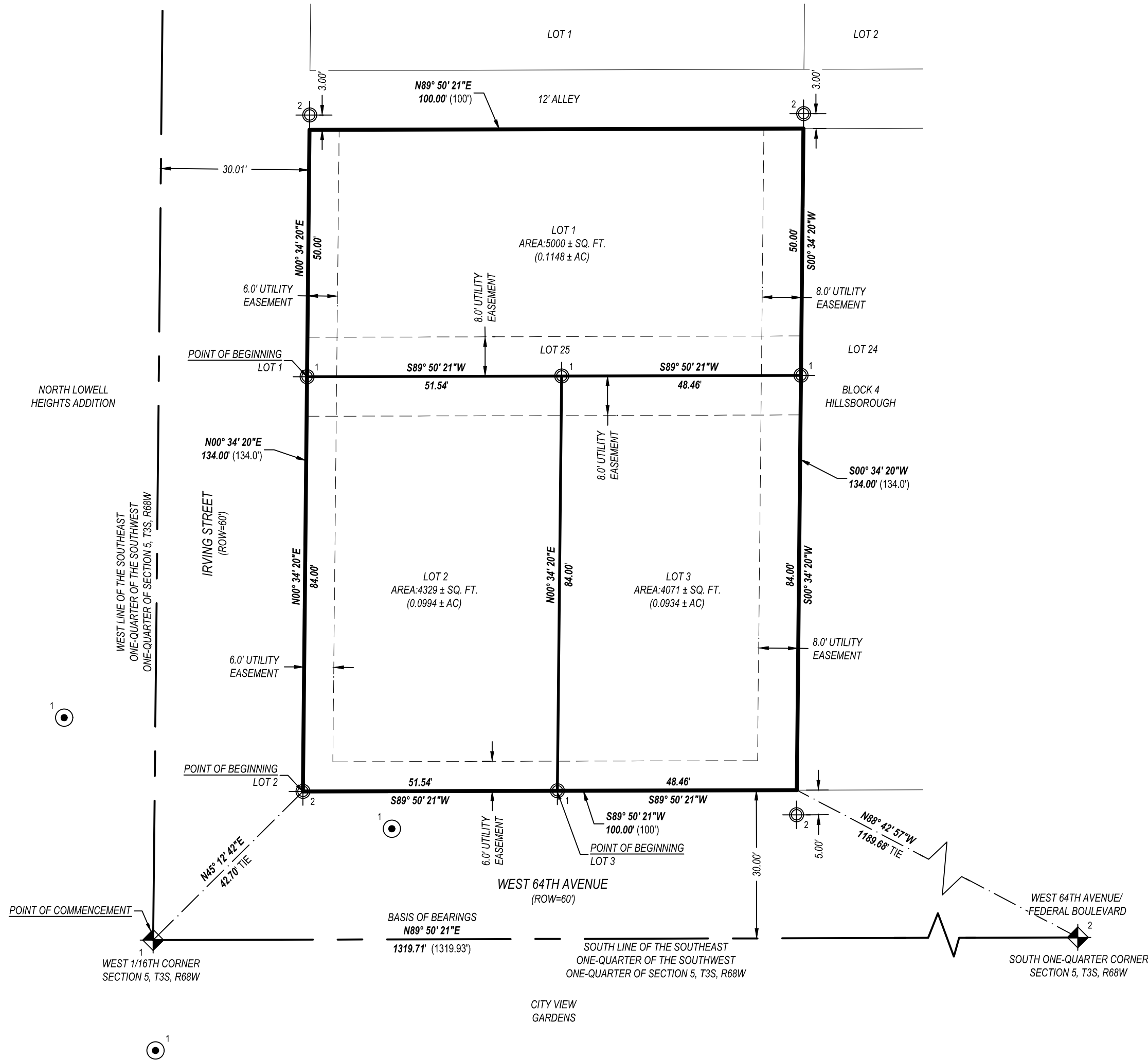
DATE: 12/13/2024
JOB NO: 24-130

DRAWN BY: BCW
CHECKED BY: KWF

HANNAH'S GLENN SUBDIVISION - MINOR SUBDIVISION PLAT

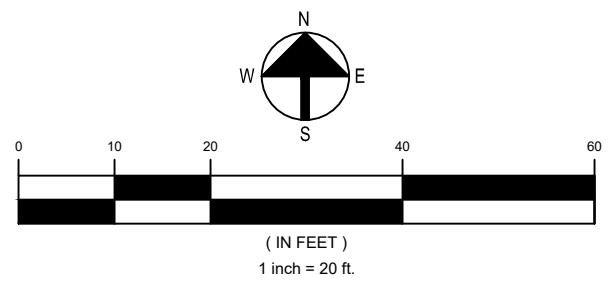
BEING A RESUBDIVISION OF LOT 25, BLOCK 4, HILLSBOROUGH, AS LOCATED IN THE
SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
COUNTY OF ADAMS, STATE OF COLORADO.
SHEET 2 OF 2

LAND USE TABLE			
LOT #	AREA (SQ. FT.)	AREA (ACRE)	LAND USE
LOT 1	5000	0.1148	RESIDENTIAL
LOT 2	4329	0.0994	RESIDENTIAL
LOT 3	4071	0.0934	RESIDENTIAL
TOTAL	13400	0.3076	



LEGEND:

- | | | | |
|--|---|--|---|
| | SET #5 REBAR WITH 1/2" ORANGE PLASTIC CAP STAMPED "ALS PLS 37969" | | FOUND NAIL AND TAG STAMPED "L.S. 38158" |
| | SET MAG NAIL AND 1" BRASS TAG STAMPED "PLS 37969" | | SECTION LINE |
| | FOUND 2" ALUMINUM CAP STAMPED "L.S. 14112" IN RANGE BOX | | PROPERTY LINE |
| | FOUND 3.25" ALUMINUM CAP STAMPED "L.S. 26288" IN RANGE BOX | | ADJACENT PROPERTY LINE |
| | | | EASEMENT |



DATE: 12/13/2024
JOB NO: 24-130

DRAWN BY: BCW
CHECKED BY: KWF

ALTITUDE
LAND CONSULTANTS
CIVIL | SURVEY | PLANNING | LANDSCAPE
3461 Ringsby Ct, Suite 125
Denver, CO 80216
info@altitudelandco.com
AltitudeLandCo.com

3285 WEST 64TH AVENUE SITE PLAN

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
LOTS 25, BLOCK 4, HILLSBOROUGH SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

GENERAL NOTES:

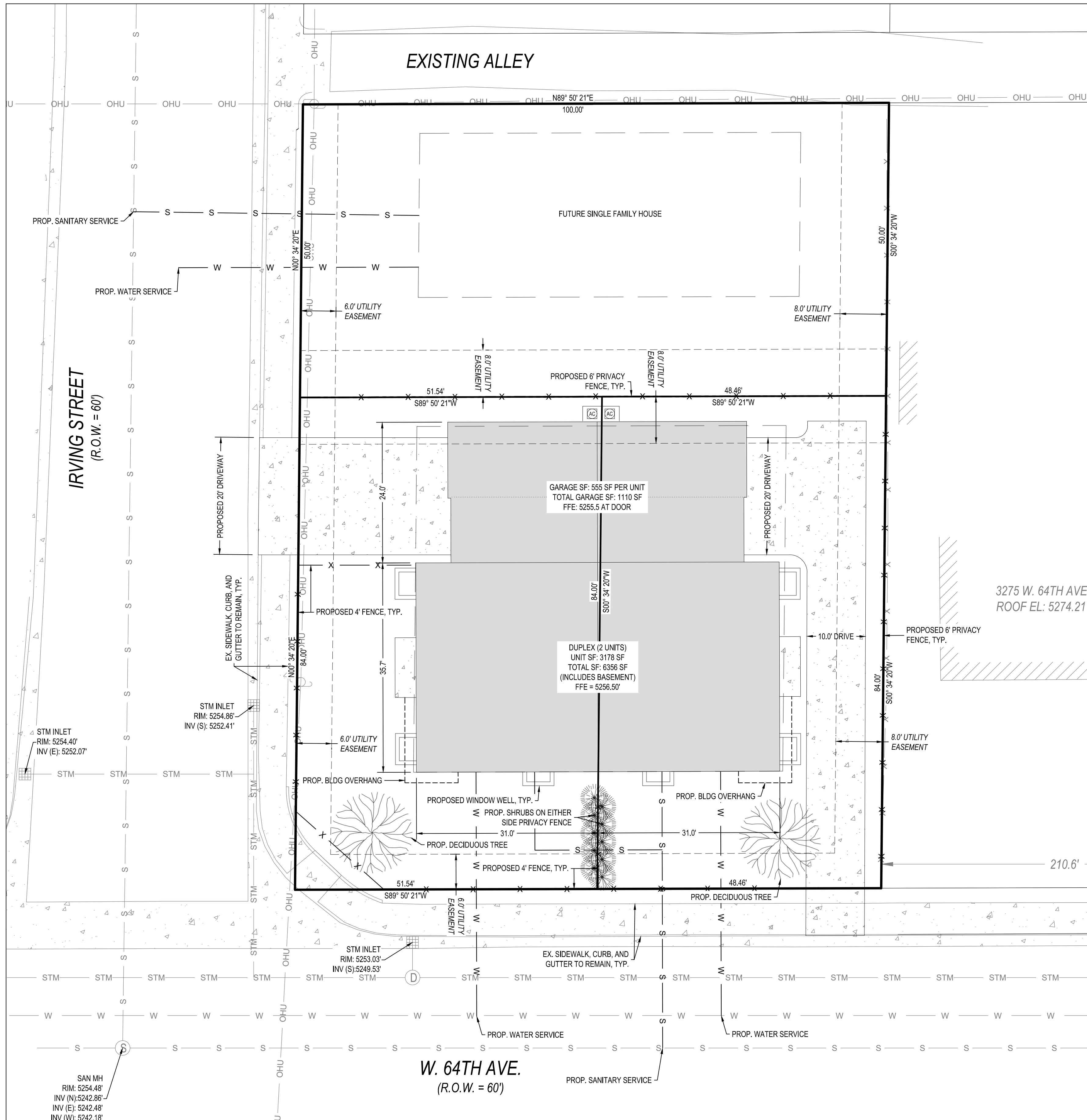
1. FIELD WORK PERFORMED IN NOVEMBER 2021 BY ALTITUDE LAND CONSULTANTS, INC.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY ALTITUDE LAND CONSULTANTS OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO DETERMINE RIGHT-OF-WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.
3. **BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. BETWEEN A FOUND 2" ALUMINUM CAP (L.S. 14112) IN RANGE BOX AT THE INTERSECTION OF IRVING STREET AND WEST 64TH AVENUE AND A FOUND 3.25" ALUMINUM CAP (L.S. 26288) IN RANGE BOX AT THE INTERSECTION OF FEDERAL BOULEVARD AND WEST 64TH AVENUE ASSUMED TO BEAR N89°50'21"E AT 1319.71 FEET.
4. ALL PROPERTY CORNERS WERE FOUND OR SET AS SHOWN ON THIS SURVEY.
5. ALL MEASUREMENTS IN PARENTHESES ARE PER PLAT. ALL MEASUREMENTS IN BOLD ITALICS ARE AS MEASURED IN THE FIELD.
6. ALL LINEAR MEASUREMENTS WERE TAKEN USING THE U.S. SURVEY FOOT.
7. SITE ADDRESS IS: 3285 WEST 64TH AVENUE, DENVER, CO 80221.
8. **BENCHMARK:** ELEVATIONS ARE BASED ON CCD BENCHMARK 150B, BEING A CCD BRASS CAP LOCATED AT THE INTERSECTION OF FEDERAL BOULEVARD AND 50TH AVENUE (SE CORNER, TOP OF CURB @ INLET). ELEVATION = 5378.63' (NAVD83).
9. SEE THE BLOCK SENSITIVE SETBACK DIAGRAM FOR ALL EXISTING BUILDING SETBACK INFORMATION (SAME SHEET).

LEGAL NOTICE:

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

STATISTICAL INFORMATION

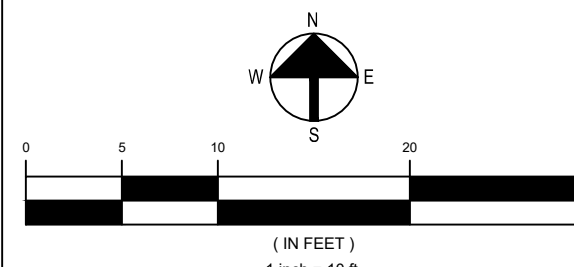
ZONE DISTRICT	R-2	
GENERAL ZONE LOT INFORMATION	SQUARE FEET	ACRES
ZONE LOT SIZE (GROSS PROJECT AREA)	13,400	0.308
USE INFORMATION		
EXISTING STRUCTURES TO REMAIN	0	
PROPOSED STRUCTURES	2	
PROPOSED BUILDING FORMS USED	DUPLEX (1), SFR (1)	
PROPOSED NUMBER OF UNITS	3	
PROPOSED IMPERVIOUSNESS (APPROXIMATE)	7,180 SF = 53.6%	



LEGEND:

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	INTERIOR PROPERTY LINE
	EASEMENT
	ASPHALT
	ACCESSIBLE MARKING
	BOLLARD
	EXISTING BOLLARD
	DOWNSPOUT
	EXISTING DOWNSPOUT
	CONCRETE
	EXISTING CONCRETE
	FENCE
	EXISTING FENCE
	FIRE HYDRANT
	EXISTING FIRE HYDRANT
	GAS METER
	EXISTING GAS METER
	GRAVEL
	LIGHT POLE
	EXISTING LIGHT POLE
	MANHOLE
	RIPRAP
	SANITARY CLEANOUT
	EXISTING SANITARY CLEANOUT
	SANITARY MANHOLE
	EXISTING SANITARY MANHOLE
	SIGN
	EXISTING SIGN
	STORM MANHOLE
	EXISTING STORM MANHOLE
	TREE
	EXISTING TREE
	UTILITY POLE
	EXISTING UTILITY POLE
	AIR CONDITIONING UNIT
	WATER METER
	EXISTING WATER METER

ALL PLANIMETRIC LINEWORK THAT IS FADED BACK SHOWN HEREIN INDICATES AN EXISTING FEATURE (IMPROVEMENT, TOPOGRAPHY, UTILITY, ETC.). ALL PLANIMETRIC TEXT THAT IS FADED BACK AND ITALICIZED SHOWN HEREIN INDICATES A CALLOUT TO AN EXISTING FEATURE.



CIVIL | SURVEY | PLANNING | LANDSCAPE
3461 RINGSBY CT., SUITE #125
DENVER, CO 80216

720.594.9494
INFO@ALTITUDELANDCO.COM
WWW.ALTITUDELANDCO.COM

3285 WEST 64TH AVENUE
SITE PLAN
3285 WEST 64TH AVENUE, DENVER, CO 80221
COUNTY OF ADAMS, STATE OF COLORADO

24-130

NOT FOR CONSTRUCTION

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REVISION: NO. DATE BY

DATE: 12.16.2024
DRAWN BY: NCF
CHECKED BY: SCC

CONCEPTUAL
SITE PLAN

1.0

SHEET 1 OF 1

Adams County

Residential Property Profile

Parcel Number: 0182505322002

Owners Name and Address:	Property Address:
QUINTANA MAX J AND MARTINEZ RAY 3285 W 64TH AVE DENVER CO 80221-2161	3285 W 64TH AVE

Account Summary

Legal Description

SUB:HILLSBOROUGH BLK:4 LOT:25 DESC: EXC RD
--

Subdivision Plat

HILLSBOROUGH

Account Summary

Account Numbers	Date Added	Tax District	Mill Levy
R0100577	On or Before 01/01/1996	495	117.203

Permits

Permit Cases

[BDP23-1250](#)
[PLT2025-00003](#)
[PRE2023-00041](#)
[RWC2010-00232](#)
[VIO1996-2797](#)
[VIO1997-4887](#)
[VIO1997-7522](#)
[VIO1998-13143](#)
[VIO1999-16355](#)
[VIO2000-20179](#)
[VIO2003-34717](#)
[VIO2004-38069](#)
[VIO2004-38075](#)
[VIO2004-39731](#)
[VIO2006-51389](#)
[VIO2008-57929](#)
[VIO2009-61157](#)
[VIO2011-00698](#)
[VIO2020-00951](#)
[VIO2021-00054](#)
[VIO2024-01381](#)

Sales Summary

Sale Date	Sale Price	Deed Type	Reception Number	Book	Page	Grantor	Grantee	Doc. Fee	Doc. Date
09/19/2018	\$0	QC	2018000076253			MOLINE CHARLES E JR, C/O CHUCK MOLINE III	MOLINE CHARLES III	\$0	09/19/2018
10/30/2020	\$215,000.00	WD	2020000112771			MOLINE CHARLES III	QUINTANA MAX J AND, MARTINEZ RAY	\$21.5	11/03/2020

Click [here](#) to go to Clerk / Recorder search page

Valuation Summary

Land Valuation Summary

Account Number	Land Type	Unit of Measure	Number of Units	Fire District	School District	Vacant/Improved	Actual Value	Assessed Value
R0100577	Residential	Acres	0.3046	ADAMS COUNTY FIRE PROTECTION DISTRICT	School District 50-Westminster Public Schools	I	\$105,000.00	\$7,040.00
Land Subtotal:							\$105,000.00	\$7,040.00

Improvements Valuation Summary

Account Number	Actual Value	Assessed Value
R0100577	\$167,000.00	\$11,190.00
Improvements Subtotal:	\$167,000.00	\$11,190.00

Total Property Value	\$272,000.00	\$18,230.00
-----------------------------	---------------------	--------------------

	Adjusted Actual Value	Adjusted Assessed Value
*Total Adjusted Value	\$217,000.00	\$14,540.00

*Per SB24-233 the value may be reduced by \$55,000.00 for residential and \$30,000 for commercial. For more information, go to the [Assessor's website](#).

Building Summary

Building Number: 1.00

Individual Built As Detail

Built As:	Ranch 1 Story
Year Built:	1947
Building Type:	Residential
Construction Type:	Frame Siding
Built As SQ Ft:	1456
Number of Rooms:	6
Number of Baths:	1.00
Number of Bedrooms:	3
Attached Garage SQ Ft:	
Detached Garage Square Ft:	120
Basement SQ Ft:	208
Finished Basement SQ Ft:	

Tax Summary

Click [here](#) to go to Treasurer's search page

Enterprise Zone Summary

Property within Enterprise Zone

True

Precincts and Legislative Representatives Summary

Precinct

006

Commissioner Representative

Commissioner District	Link to Representative
4	Click Here

State House Representative

House District	Link to Representative
35	Click Here

State Senate Representative

Senate District	Link to Representative
21	Click Here

US Congress Representative

Congressional District	Link to Representative
8	Click Here

Zoning Summary

Zoning Summary

Zoning Authority	Zoning
Adams County	R-2

Note: Data is updated daily. Above data was updated as of: 02/28/25

Legal Disclaimer: Although every reasonable effort has been made to ensure the accuracy of the public information data and graphic representations, Adams County cannot be responsible for consequences resulting from any omissions or errors contained herein. Adams County assumes no liability whatsoever associated with the use or misuse of this data



CRESTVIEW WATER & SANITATION DISTRICT

DJ Zehnacker, PE
Altitude Land Consultants, Inc.
3461 Ringsby Court, #125
Denver, CO 80216

May 23, 2023

RE: Water and Sanitary Sewer Service, 3285 W. 64th avenue, Denver, CO 80221 Parcel
#0182505322002

Will Serve Letter

Mr. DJ Zehnacker,

Please be advised that Crestview Water and Sanitation District (Crestview) currently provides both water and sanitary sewer service to the address of 3285 W. 64th avenue and is willing to provide treated water and sanitary sewer service to 3285 W. 64th avenue and a possible future development on Adams County parcel nos. 0182505322002, in Adams County, Colorado that is wholly within the Crestview Water and Sanitation District boundaries.

Prior to creating a layout and filing a plat for any future development of this parcel, the petitioning owner/developer (developer) should have a pre-design meeting with Crestview, as the developer MUST allow for the installation of adequate water mains in strict accordance with Denver Water Engineering Standards and Crestview Rules and Regulations and engineering requirements. Crestview provides drinking water to its customers by means of a wholesale water purchasing contract with Denver Water. As part of the Contract, Denver Water requires Crestview to adhere to Denver Water's Engineering Standards.

Sanitary sewer mains must also be designed in accordance with Crestview Rules and Regulations and engineering requirements. For any future development of these parcels, the developer will be responsible for all costs related to the installation of required water and sewer mains and is responsible for all utility modeling, engineering studies and plan development/review costs. All water and sewer mains and appurtenances for the new development shall be installed at the developer's expense and deeded free and clear to Crestview prior to the issuance of any water or sewer taps.

Any required off-site improvements to Crestview's water distribution system and/or sanitary sewer collection system created by additional system demands from your proposed development will be the responsibility of the owner/developer both financially and physically.


Crestview requires a signature of acceptance of this Will Serve letter by the developer prior to scheduling a pre-design meeting with Crestview. Please provide a copy of this signed Will Serve letter when scheduling a pre-design meeting to Crestview's engineer, Clarice O'Hanlon, at cohanlon@crestviewwater.net.

Signature of developer representative

Date

If you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Mitchell T. Terry".

Mitchell T. Terry
District Manager
Crestview Water & Sanitation District



TITLE DEPARTMENT – DELIVERY TRANSMITTAL
8055 E Tufts Ave, Suite 300
Denver, CO 80237
(720) 324-5865 Fax:

Max J. Quintana and Ray Martinez
3285 West 64Th Avenue
Denver, CO 80221-2161

File Number: 598-H0620525-048-CPC
Property Address: 3285 West 64Th Avenue, Denver, CO 80221-2161
Policy Number: CO-FFAH-IMP-81306-1-20-H0620525

Dear New Property Owner:

Congratulations on your real estate purchase. Enclosed is your Policy of Title Insurance. This policy contains important information about your real estate transaction, and it insures you against certain risks to your ownership. Please read it and retain it with your other valuable papers.

A permanent record of your recorded title documents is accessible through our office. These records will enable prompt processing of future title orders and save valuable time should you wish to sell or obtain a loan on your property. Visit or call our office and simply give us your personal policy file number when you need assistance.

In the event you sell your property or borrow money from a mortgage lender you may be entitled to a discount rate if you order your title insurance through this company.

We appreciate the opportunity of serving you and will be happy to assist you in any way in regard to your future title service needs.

Sincerely,

Heritage Title Company, Inc.



OWNER'S POLICY OF TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;

- (c) the subdivision of land; or
- (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

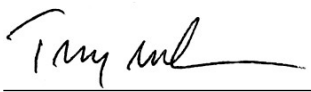
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Commonwealth Land Title Insurance Company

Countersigned:

By: 
Authorized Officer or Agent



By: 
Randy Quirk, President

Attest: 
Michael Gravelle, Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written

instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "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 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 insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium

maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred

by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be

ALTA Owner's Policy (6/17/06)

subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy

provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Commonwealth Land Title Insurance Company, Attn: Claims Department, Post Office Box 45023, Jacksonville, Florida 32232-5023.

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

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.

C. R. S. A. § 10-1-128 (6)(a).

Commonwealth Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: **Heritage Title Company, Inc.
627 E. Bridge Street,
Brighton, CO 80601**

Policy No.: **CO-FFAH-IMP-81306-1-20-H0620525**

Order No.: **H0620525-048-CPC**

Address Reference: **3285 West 64Th Avenue, Denver, CO 80221-2161**

Amount of Insurance: **\$215,000.00**

Date of Policy: **November 3, 2020 at 08:28 AM**

1. Name of Insured:
Max J. Quintana and Ray Martinez
2. The estate or interest in the Land that is insured by this policy is:
FEE SIMPLE
3. Title is vested in:
[Max J. Quintana and Ray Martinez](#)
4. The Land referred to in this policy is described as follows:
[See Exhibit A attached hereto and made a part hereof.](#)

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

**Lot 25, Block 4, Hillsborough,
County of Adams, State of Colorado.**

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Water rights, claims of title to water, whether or not shown by the Public Records.
2. All taxes and assessments for the year 2020 and subsequent years, a lien but not yet due or payable.
3. Covenants, conditions and restrictions, which do not contain a forfeiture or reverter of title, recorded October 25, 1947 in [Book 346 at Page 502](#).
4. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document, and any and all amendments and supplements thereto.

Recording Date: October 25, 1947
Recording No: [Book 346 at Page 502](#)

5. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: March 21, 1928
Recording No: [Plat Book 3 Page 78](#)

6. Resolution from Adams Board County Commissioners to the Public Trustee of Adams recorded on April 29, 2015 at Reception No. [2015000031190](#).