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

Re-submittal Form

Case Name/ Number:
Case Manager:
Re-submitted Items:
Development Plan/ Site Plan
Plat
Parking/ Landscape Plan
Engineering Documents
Subdivision Improvements Agreement (<u>Microsoft Word version</u>)
Other:
All re-submittals must have this cover sheet and a cover letter addressing review comments.
Please note the re-submittal review period is 21 days.
The cover letter must include the following information:
Restate each comment that requires a response
 Provide a response below the comment with a description of the revisions Identify any additional changes made to the original document
For County Use Only:
Date Accepted:
Staff (accepting intake):
Resubmittal Active: Engineering; Planner; Right-of-Way Addressing; Building Safety;
Neighborhood Services; Environmental; Parks; Attorney; Finance; Plan Coordination



Project: Counter Drive Lift Station Improvements Project

To: Adams County

From: Muller Engineering, on behalf of the South Adams County Water and Sanitation

District (SACWSD)

Date: July 2, 2025

Subject: Minor Subdivision Plat – Second Submittal

To whom it may concern,

This second variance submittal includes the following items:

- The Re-submittal Form
- Responses for each review comment
- The Updated Site Plan
- The Updated Plat
- The Title Commitment
- Access Easement

The following includes all review comments (in bold text) and responses (in normal text):

ROW1: A title commitment dated within 30 days of this submittal must be provided. Hyperlinks or an abstract must be included.

The title commitment is included in this submittal.

ROW2: Any storm water drainage facilities, as required by the engineering review, will require the conveyance of a drainage easement. It must be owned and maintained by the owner.

The storm water drainage note has been added to the plat.

ROW3: Provide the legal description as shown on the title commitment (i.e. Parcel A and Parcel B), followed by the metes and bounds as shown on the plat now.

The legal description as requested is included and shown on the plat.

ROW4: Show the location of the Schedule B-2s. If the location cannot be determined or it is blanket in nature, state so.

This is now updated on the plat.

ROW5: Revise the secondary title to reflect as follows: "A PORTION OF LOT 17, 18 AND 19, INCLUSIVE,

....

This has been updated on the plat.

ROW6: Since this plat is not creating a Block, remove this word from the Dedication Statement.

This has been removed from the Dedication Statement.

ROW7: Since this plat is not creating a new street, remove the Street Dedication sentence from the Dedication Statement.

This has been removed from the Dedication Statement.

ROW9: Provide a recorded copy of an access agreement from the Fulton Ditch property.

As discussed in the meeting June 11, 2025, to discuss these review comments, access to both 8315 and 8271 Counter Drive will be off of Counter Drive and not using the Fulton Ditch access road. It was agreed that in this case an access agreement from Fulton Ditch is not required. Instead, 8271 Counter Drive will be granted an access easement from SACWSD (the owner of 8315 Counter Drive) to use the driveway off of Counter Drive. Note that there is an existing access easement (see Note 7 on the Plat, as well as the Title Commitment), but a new access easement will be granted to define the new limits of the access easement. This new access easement is included in the plat and in this submittal.

ROW10: Provide the name of the property owner or entity in the first sentence of the Ownership Statement.

This has been provided in the Ownership Statement.

ROW11: Per Section 6.4.2.3 of the Bylaws and Rules of the State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors, the monuments at the Southwest and Southeast corners of the subdivision must be upgraded, especially if accepted.

Coordination for this item is underway, and ongoing.

ROW12: Show the location of the shared access easement as shown on the site plan.

The new access easement granted to the owner of 8271 Counter Drive from the owner of 8315 Counter Drive is shown on the plat and the site plan. The existing, recorded access easement is not defined by a precise description (see Note 7 on the Plat).

ROW13: Show the lot lines of the former lots.

The lot lines of the former lots are shown on the site plan and the plat.

PLN01: The requested Lot 2 does not conform to the minimum lot size or minimum lot width of the Residential-1-C zone district. Associated variances for these conditions have been filed and are in review. The variances will need to be settled prior to final plat hearings.

The lot width has been changed to meet the minimum width and is now 65ft wide. Variances for the rear setback and minimum lot size are in review.

PLN02: An approval block for the Planning Commission will be required for this plat. Please refer to the application packet for our standard language.

The approval block has been included.

PLN03: Cash in lieu of public land dedication for neighborhood parks, regional parks, and schools are requested for subdivisions. An estimate of these costs have been provided within this comment report. These funds shall be paid after the public hearing dates are scheduled. At this time you do not need to respond to this comment.

The estimate was received.

PLN04: Mineral rights documentation will be required after the public hearing dates are scheduled. At this time you do not need to respond to this comment.

Noted.

ENG1: Access to the parcels from the Fulton Ditch Access Road will not be allowed without an Access Easement.

Access to the parcels will be from Counter Drive.

ENG2: The site plan shows an "Access Easement" from Counter Drive, but the Plat shows no easement in this location. Is this intended to be a recorded easement or simply a driveway (no easement required)?

This easement is now shown on the site plan and the plat and will be a recorded easement from the owner of 8315 Counter Drive (SACWSD) to the owner of 8271 Counter Drive to use the driveway off of Counter Drive to access their home.

Resident question:

Hello, I received a letter about the lift pump station and was reviewing documents on the Adams County page and was wondering why the new lift pump is needed at all. Also, will fees need to be paid for this new project by the residents of Hazeltine Heights for this project.

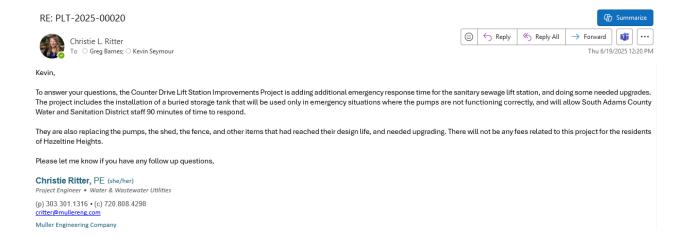
Thanks,

Resident, Kevin Seymour

Here was the response sent to Kevin Seymore on 6-19-2025:

Counter Drive Lift Station Improvements Project Minor Subdivision Plat – Second Submittal

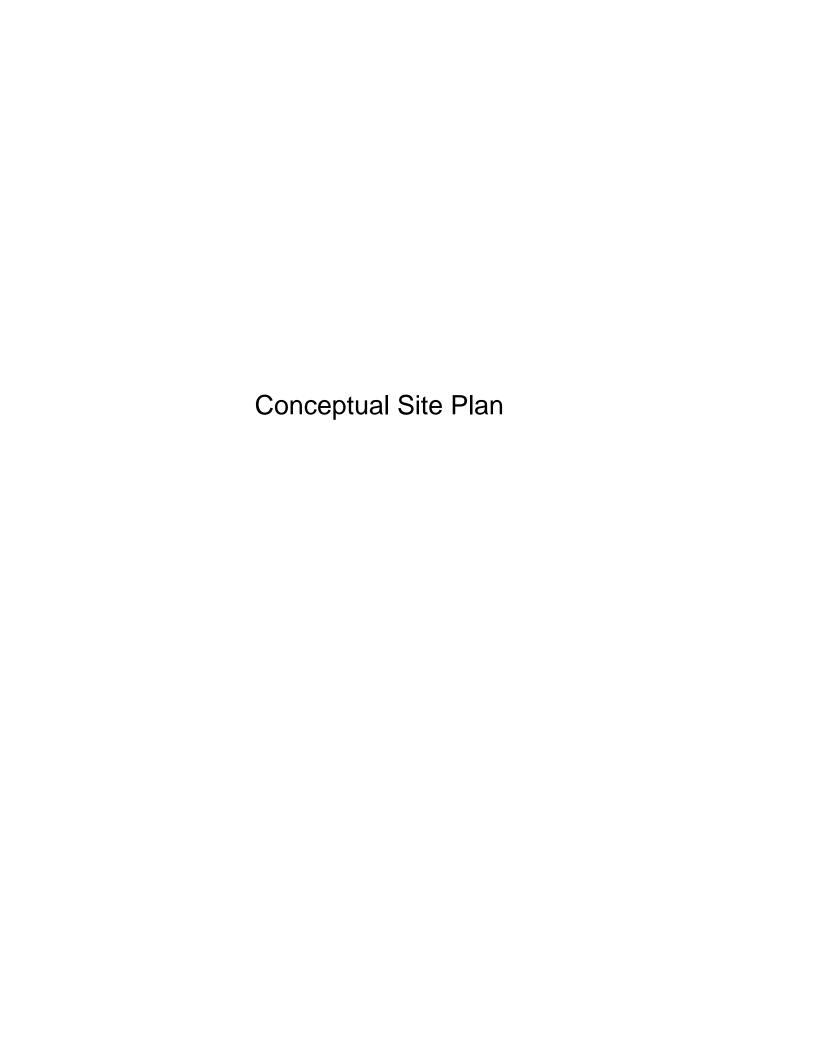
July 2, 2025

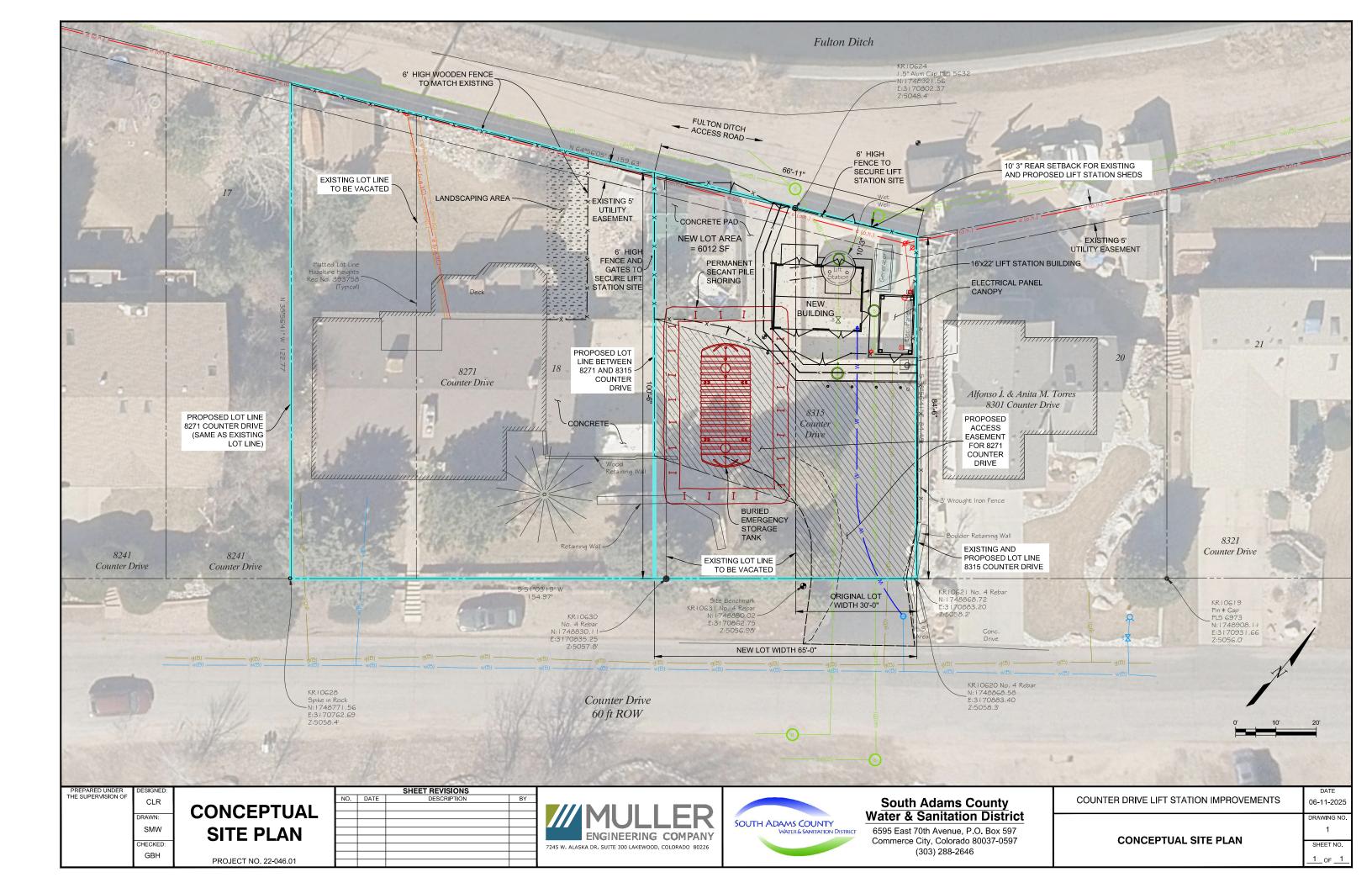


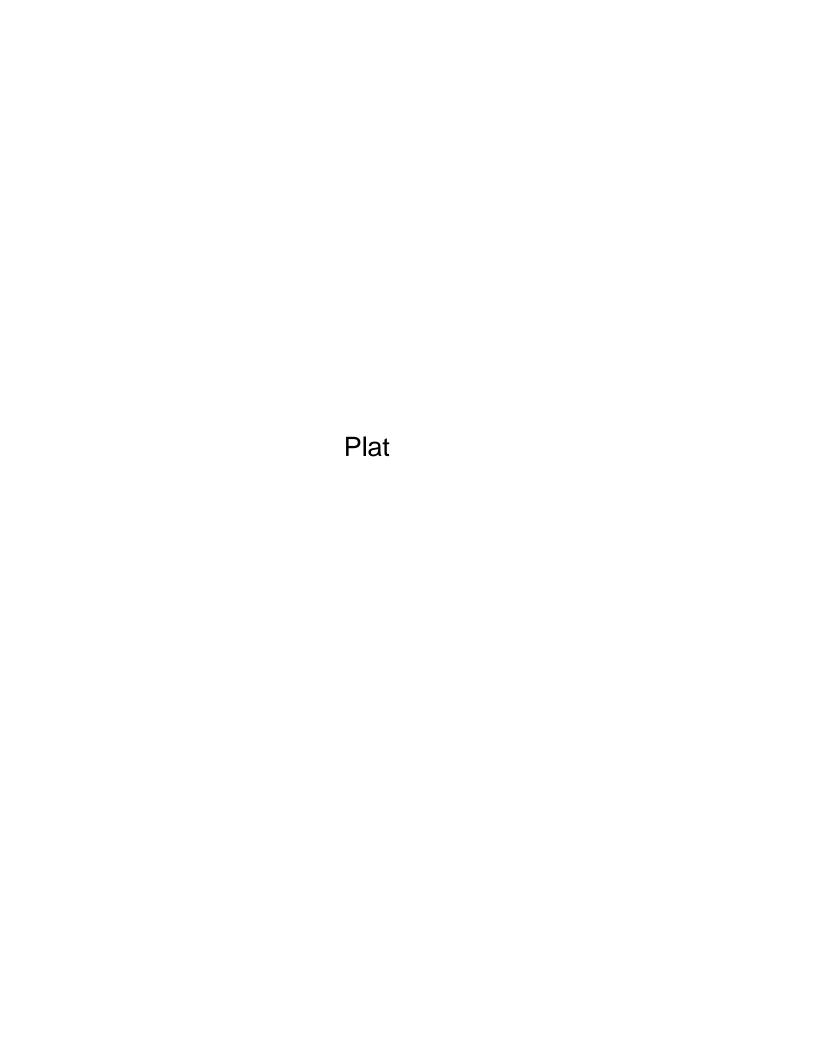
If there are any questions, please contact Christie Ritter, at critter@mullereng.com or 720 808 4298.

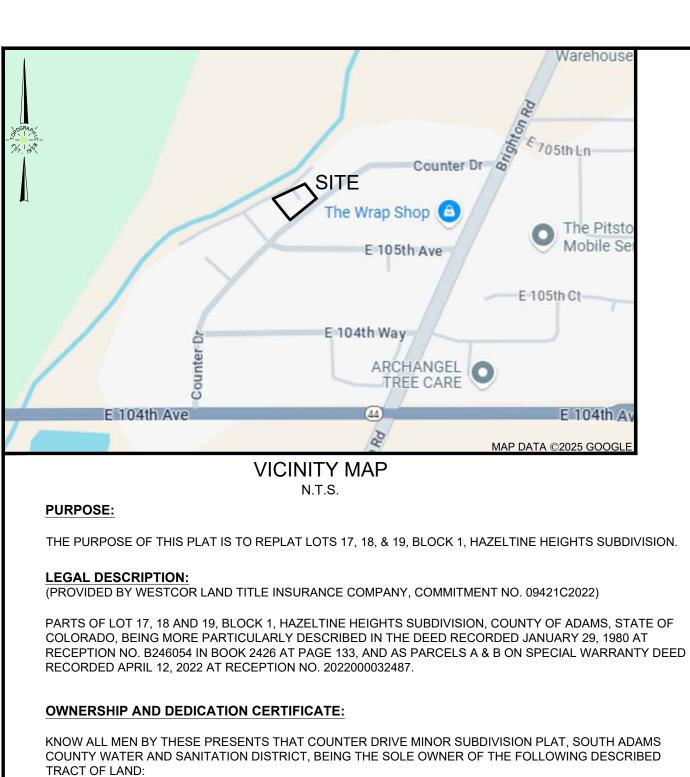
Thank you,

Christie









KNOW ALL MEN BY THESE PRESENTS THAT COUNTER DRIVE MINOR SUBDIVISION PLAT. SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED

A PORTION OF LOT 17, AND LOTS 18 AND 19 INCLUSIVE, BLOCK 1, HAZELTINE HEIGHTS SUBDIVISION AS DESCRIBED IN DEED RECORDED JANUARY 29, 1980 AT RECEPTION NO. B246054 IN BOOK 2426 AT PAGE 133, AND AS DESCRIBED AS PARCELS A & B ON THE SPECIAL WARRANTY DEED RECORDED APRIL 12. 2022 AT RECEPTION NO. 2022000032487, LOCATED IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A LINE BETWEEN A FOUND PIN & CAP, STAMPED "PLS 6973" AT THE SOUTHEAST CORNER OF LOT 20, BLOCK 1 OF SAID SUBDIVISION AND A FOUND NO. 5 REBAR, NO CAP AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 1 OF SAID SUBDIVISION TO BEAR SOUTH 51°03'54" WEST, A DISTANCE OF 372.03 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 20, BLOCK 1 OF SAID HAZELTINE HEIGHTS

THENCE SOUTH 51°03'54" WEST, ALONG THE SOUTHERLY LINES OF LOTS 17, 18, & 19 OF SAID HAZELTINE HEIGHTS SUBDIVISION AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTER DRIVE, A

THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 39°00'20" WEST, A DISTANCE OF 122.82 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 17; THENCE NORTH 64°56'35" EAST, ALONG THE NORTHERLY LINES OF SAID LOTS 17, 18, AND 19, A

DISTANCE OF 159.72 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 19; THENCE SOUTH 39°00'20" EAST, ALONG THE EASTERLY LINE OF SAID LOT 19 AND THE WESTERLY LINE OF SAID LOT 20, A DISTANCE OF 84.51 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 16,069 SQUARE FEET, OR 0.37 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF COUNTER DRIVE MINOR SUBDIVISION AND DO HEREBY GRANT TO THE COUNTY OF ADAMS, STATE OF COLORADO. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENT (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.

XXXXX **ACKNOWLEDGEMENT:** STATE OF COLORADO COUNTY OF ADAMS THE FORGOING OWNERSHIP AND DEDICATION CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF ______ A.D. 20___, BY _____ NOTARY PUBLIC MY COMMISSION EXPIRES: MY ADDRESS IS: WITNESS MY HAND AND OFFICIAL SEAL **NOTARY PUBLIC** NOTICE:

- 1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. (13-80-105 C.R.S. 2012)
- 2. PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORK "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

COUNTER DRIVE MINOR SUBDIVISION PLAT

A PORTION OF LOT 17, 18 & 19 INCLUSIVE, BLOCK 1, HAZELTINE HEIGHTS SUBDIVISION, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,

AREA = 16,069 SQ. FT. OR 0.369 ACRES, MORE OR LESS

SHEET 1 OF 1

ADAMS COUNTY, COLORADO

FOUND NO. 5

REBAR, NO CAP

1. BASIS OF BEARINGS: THE NORTHERLY RIGHT OF WAY LINE OF COUNTER DRIVE. MONUMENTED WITH A FOUND PIN AND CAP, STAMPED "PLS 6973" AT THE SOUTHEAST CORNER OF LOT 20, BLOCK 1, HAZELTINE HEIGHTS SUBDIVISION AND A FOUND NO. 5 REBAR WITH NO CAP AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 1, HAZELTINE HEIGHTS SUBDIVISION WITH A BEARING OF SOUTH 51°03'54" WEST, A DISTANCE OF 372.03' FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN

2. THE LINEAL DIMENSIONS AS CONTAINED ARE BASED UPON THE "U.S. SURVEY FOOT".

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

4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

- 5. ALL DIRECTIONS, DISTANCES, COORDINATES, AND DIMENSIONS ARE BASED ON MODIFIED (GROUND) COORDINATES FROM THE COLORADO COORDINATE SYSTEM FROM COLORADO STATE PLANE 1983 (2011) NORTH ZONE (C.R.S. 38-52-102), CSF=1.000264879, 1/CSF=0.999735191, ORIGIN N
- 6. THE SURVEYED PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08001C0319J,
- 7. EXCEPTION 9 OF THE PROVIDED TITLE REPORT, A NON-EXCLUSIVE ACCESS EASEMENT RECORDED AT RECEPTION NO. 2008000067162, AFFECTS THIS PROPERTY BUT IS NOT DEFINED BY A PRECISE DESCRIPTION. IT HAS NOT BEEN SHOWN BUT AFFECTS AND INDETERMINATE AREA OF LOT 19. HAZELTINE HEIGHTS.
- 8. WESTCOR LAND TITLE INSURANCE COMPANY COMMITMENT NO. 09421A2022, DATED APRIL 24, 2024 AT 4:00 P.M. WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS MAP.

TITLE EXCEPTIONS:

TOPOGRAPHIC LAND SURVEYORS RELIED ON WESTCOR LAND TITLE INSURANCE COMPANY, ORDER NUMBER 09445B2022, EFFECTIVE DATE NOVEMBER 14, 2024AT 4:00 P.M. FOR THE PREPARATION OF THIS SURVEY. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR OF THE PROPERTY SHOWN AND DESCRIBED HEREON TO

- A.) OWNERSHIP OF THE TRACT OF LAND.
- B.) COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND.
- C.) RIGHTS OF WAY, EASEMENTS AND ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND.

THESE PREMISES ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS AS

OF RECORD MAY APPEAR. THE FOLLOWING ARE THE LISTED EXCEPTIONS 8-11 SAID COMMITMENT: • EX. 1-7. STANDARD EXCEPTIONS.

• EX. 8 OIL & GAS MINING LEASE FEB. 19, 1949 BLANKET IN NATURE EASEMENT AGREEMENT REC. NO. 2008000067162 AUG. 20, 2008 AFFECTS & NOT PLOTTABLE

REC. NO. 410316 OCT. 30, 1953 NOT SURVEY RELATED PROTECTIVE COVENANTS

• EX. 11 HAZELTINE HEIGHTS REC. NO. 393758 DEC. 1, 1952 BLANKET IN NATURE

STORM DRAINAGE FACILITIES STATEMENT:

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

ADAMS COUNTY ATTORNEY'S OFFICE:

APPROVED	DATE			
BOARD OF COUNTY COMMISSION	N APPROVAL:			
APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS A.D., 20		DAY OF		
CHAIR				
PLANNING AND DEVELOPMENT DEPARTMENT APPROVAL:				

APPROVED BY THE DIRECTOR OF ADAMS COUNTY PLANNING AND DEVELOPMENT DEPARTMENT THIS _____ DAY OF ______ A.D., 2025.

ABEL MONTOYA, ACTING DIRECTOR

SURVEYORS CERTIFICATE:

I, KYLE R. WALKER, A REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE ARE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN

KYLE R. WALKER PLS 38664 FOR AND ON BEHALF OF TOPOGRAPHIC CO.

LEGEND

SET NO. 6 REBAR WITH 1"

RED PLASTIC CAP, STAMPED "TOPOGRAPHIC LS 38850"

FOUND PIN & CAP, STAMPED "PLS 6973" 6,007 SQ. FT. 0.13 AC. 5' UTILITY EASEMENT POINT O 8315 COUNTER DRIVE FOUND NO. 4 REBAR. (REC. NO. 393758) BEGINNING - NO CAP, 0.24' FROM **PREVIOUS** LINE, NOT ACCEPTED LOT LINE FOUND NO. 4 10,062 SQ. FT. ~ REBAR, NO CAP ACCEPTED FOUND NO. 4 8271 COUNTER DRIVE REBAR, NO CAF PREVIOUS LOT LINE PROPOSED ACCESS EASEMENT. TO BE **GRANTED BY** SEPARATE DOCUMENT A PORTION OF LOT 17, BLOCK 1 HAZELTINE HEIGHTS SUBDIVISION (NOT A PART OF THIS SUBDIVISION) LOT 16, BLOCK 1 HAZELTINE HEIGHTS SUBDIVISION (NOT A PART OF THIS SUBDIVISION) - BETWEEN STONES ACCEPTED LOT 15, BLOCK 1 HAZELTINE HEIGHTS SUBDIVISION (NOT A PART OF THIS SUBDIVISION) ADAMS COUNTY CLERK AND RECORDER'S CERIFICATE: THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT ______M. ON THE ___ ____ A.D., 20___. COUNTY CLERK AND RECORDER

FOUND 1.5" ALUM. CAP,

STAMPED "PLS 5632"

— – – — ADJOINER LINE RIGHT OF WAY LINE PREVIOUS LOT LINE EASEMENT LINE

DESCRIPTION **COUNTER DRIVE MINOR** REVISIONS PER CITY COMMENTS 7/3/25 SUBDIVISION PLAT

REVISION

North

A PORTION OF LOT 17, AND LOTS 18 & 19 INCLUSIVE, BLOCK 1, HAZELTINE HEIGHTS SUBDIVISION, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO

LOT 20, BLOCK 1

HAZELTINE HEIGHTS

SUBDIVISION

(NOT A PART OF THIS

SUBDIVISION)



SHEET FILE: COUNTER DRIVE MINOR PLAT CHECK: KRW DRAFT: EMD SHEET: 1 OF 1 DATE: 2/7/2025





ALTA Commitment For Title Insurance (Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:
CO1032
H.C. Peck & Associates, Inc.
3401 Quebec Street, Suite 8100
Denver, CO 80207

WESTCOR LAND TITLE INSURANCE COMPANY



Attest

XX

Secretary

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



COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) signed by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

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

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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

Transaction Identification Data for reference only:

Issuing Agent: H.C. Peck & Associates, Inc.

Issuing Offices ALTA® Registry ID: N/A Commitment Number: 09421C2022

Property Addresses: 8271 & 8315 Counter Drive

Adams County Assessor Parcel Nos.: 0172109401041, 0172109401031

SCHEDULE A

- 1. Commitment Date: June 24, 2025 at 4:00 PM
- 2. Policy to be issued:
 - a. X 2006 ALTA Owner's Policy

Proposed Insured: TBD

Proposed Policy Amount: TBD

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date vested in:

South Adams County Water and Sanitation District acting by and through its South Adams County Water and Sanitation District Activity Enterprise

5. The Land is described as follows:

Parts of Lots 17, 18 and 19, Block 1, Hazeltine Heights Subdivision, County of Adams, State of Colorado, being more particularly described in the Deed recorded January 29, 1980 at Reception No. B246054 in Book 2426 at Page 133, and as Parcels A & B on the Special Warranty Deed recorded April 12, 2022 at Reception No. 2022000032487.

*Note: Current Vesting instrument(s) of record are as follows:

Deed recorded January 29, 1980 at Reception No. B246054 in Book 2426 at Page 133.

Special Warranty Deed recorded April 12, 2022 at Reception No. 2022000032487.

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Issued By: H.C. Peck & Associates, Inc. 3900 E. Mexico Ave., Suite 530 Denver, CO 80210 (303) 623-6112

By: Authorized Signatory

* For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This Commitment is being issued for informational purposes only.

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SCHEDULE B – PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records: to be determined

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SCHEDULE B – PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
- 2. Rights or Claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- 5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
- 6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
- 7. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
- 8. All oil, gas, and other mineral interests, any leases thereof, and the right to use the surface estate for ingress and egress and any other right or privilege incident to the ownership of said interests, including, but not limited to the following:
 - Oil and Gas Mining Lease recorded February 19, 1949 at Reception No. 340810 in Book 370 at Page 18.
- Terms, conditions, provisions, agreements and obligations as specified in the Easement Agreement by and between the South Adams County Water and Sanitation District and James M. Flora dated April 9, 2008 and recorded August 20, 2008 at Reception No. 2008000067162.

Continued.

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- 10. Terms, conditions, provisions, agreements and obligations as specified in the Declaration and Agreement Establishing Restrictions and Protective Covenants in Hazeltine Heights by Earl A. Richardson dated July 31, 1953 and recorded October 30, 1953 at Reception No. 410316 in Book 479 at Page 238.
- 11. All matters set forth on the plat of Hazeltine Heights recorded December 1, 1952 at Reception No. 393758 in File No. 9 at Map No. 123.

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WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE

(Adopted 08-01-2016; Technical Corrections 04-02-18)



and



Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

AMERICAN

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1-3.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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WESTCOR LAND TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE

(Adopted 08-01-2016; Technical Corrections 04-02-18)



and



Notice of Privacy Policy

of

Westcor Land Title Insurance Company and H.C. Peck and Associates, Inc.

Westcor Land Title Insurance Company and H.C. Peck & Associates, Inc. (collectively "WLTIC") value our customers and we are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

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SHEET 1 OF 2

A PARCEL OF LAND LOCATED IN A PORTION OF LOTS 18 & 19 HAZELTINE HEIGHTS SUBDIVISION, AS RECORDED AT RECEPTION NO. 393758, DATED DECEMBER 1, 1952 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, COLORADO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTHERLY LINE OF SAID LOT 19, TO BEAR SOUTH 51°03'54" WEST, A DISTANCE OF 62.00 FEET. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 19:

THENCE SOUTH 51°03'54" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 19, A DISTANCE OF 29.98 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 39°00'02" WEST, A DISTANCE OF 18.67 FEET;

THENCE SOUTH 69°38'15" WEST, A DISTANCE OF 36.90 FEET;

THENCE NORTH 38°56'03" WEST, A DISTANCE OF 33.93 FEET;

THENCE NORTH 66°25'09" EAST, A DISTANCE OF 29.72 FEET;

THENCE SOUTH 79°47'26" EAST, A DISTANCE OF 9.75 FEET;

THENCE NORTH 52°04'08" EAST, A DISTANCE OF 29.89 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT

THENCE SOUTH 39°00'20" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 48.59 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AS SHOWN ON EXHIBIT A, SHEET 2 OF 2, ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL CONTAINS AN AREA OF 2,671 SQ. FT. OR 0.06 ACRES, MORE OR LESS

ACCESS EASEMENT

A PORTION OF LOTS 18 & 19, HAZELTINE HEIGHTS SUBDIVISION, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M. COUNTY OF ADAMS, COLORADO

DATE: DRAWN BY: EVB 7/3/2025 FILE: COUNTER_DRIVE_ACCESS_ESMT SHEET: 1 OF 2

NOTES:

ALL DISTANCES ARE U.S. SURVEY FEET

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT". SEE ATTACHED EXHIBIT "A" SHEET 2 OF 2 FOR PARCEL INFORMATION.



520 STACY COURT, UNIT B . LAFAYETTE, CO 80026 TELEPHONE: (303) 666-0379 • FAX (303) 665-6320 WWW.TOPOGRAPHIC.COM



