



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: Brannan 60th Place Subdivision

Case Number: PLT2025-00031

July 18, 2025

The Adams County Planning Commission is requesting comments on the following application: **Minor Subdivision Final Plat to create three lots on 23.4 acres within the Industrial-3 zone district. The site is within the Flammable Gas and mineral Conservation Overlays.** This request is located at . The Assessor's Parcel Number is 0182510200040, 0182510200047, 0182510200048.

Applicant Information: Brannan Companies
FRED MARVEL
2500 E BRANNAN WAY

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 8/11/2025 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 NEagleson@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.

Nick Eagleson

Nick Eagleson
Senior Strategic 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

BRANNAN 60TH PLACE SUBDIVISION

CASE NO.: PLT2025-000XX

A PART OF THE SOUTH ONE-HALF OF THE NORTHWEST 1/4 SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 2

OWNERSHIP AND DEDICATION CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNER OF PARCELS J AND K AS RECORDED AT RECEPTION NO. 673391, ADAMS COUNTY RECORDS, AND A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2014000031039, BEING A PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10, AND THE EAST LINE OF HURON ST. WHICH POINT IS 20.0 FEET EAST OF THE WEST ONE-QUARTER CORNER OF SAID SECTION 10; THENCE N00°00'59"E ALONG THE EAST LINE OF HURON ST. A DISTANCE OF 347.0 FEET; THENCE N89°31'18"E PARALLEL WITH THE NORTH LINE OF THE N 1/2 SW 1/4 NW 1/4, A DISTANCE OF 477.09 FEET; THENCE N00°02'55"E, A DISTANCE OF 312.88 FEET TO A POINT ON THE NORTH LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4; THENCE N89°31'18"E ALONG THE NORTH LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 153.61 FEET TO THE NORTHEAST CORNER OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4; THENCE N00°02'21"E ALONG THE EAST LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 618.82 FEET; THENCE N89°36'04"E A DISTANCE OF 39.73 FEET; THENCE S00°03'08"E A DISTANCE OF 267.19 FEET; THENCE N82°49'12"E A DISTANCE OF 147.70 FEET; THENCE N57°34'42"E A DISTANCE OF 371.29 FEET; THENCE N00°01'36"W A DISTANCE OF 52.87 FEET; THENCE N89°36'04"E A DISTANCE OF 161.09 FEET; THENCE S00°03'29"W ALONG THE EAST LINE OF SAID S 1/2 S 1/2 SW 1/4 NW 1/4, A DISTANCE OF 407.76; THENCE S43°37'50"W A DISTANCE OF 58.93 FEET; THENCE S53°20'14"W A DISTANCE OF 3.41 FEET; THENCE S61°37'22"W A DISTANCE OF 40.37 FEET; THENCE S43°15'39"W A DISTANCE OF 32.97 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4; THENCE S89°29'52"W ALONG THE SOUTH LINE OF THE NW 1/4 A DISTANCE OF 1189.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 23.451 ACRES ± 1,021,518 SQUARE FEET ±

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, EASEMENTS AND RIGHTS OF WAY IF ANY, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF BRANNAN 60TH PLACE SUBDIVISION.

EXECUTED THIS DAY OF , 20.

BRANNAN SAND AND GRAVEL COMPANY LLC., A COLORADO LIMITED LIABILITY COMPANY

FRED MARVEL PRESIDENT

ACKNOWLEDGEMENT:

STATE OF COLORADO)
)SS
COUNTY OF ADAMS)

THE FOREGOING OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BY ME THIS DAY OF , 20, BY

NOTARY PUBLIC
MY COMMISSION EXPIRES:
MY ADDRESS IS:

EXECUTED THIS DAY OF , 20.

60TH PLACE & BROADWAY, LLC., A COLORADO LIMITED LIABILITY COMPANY

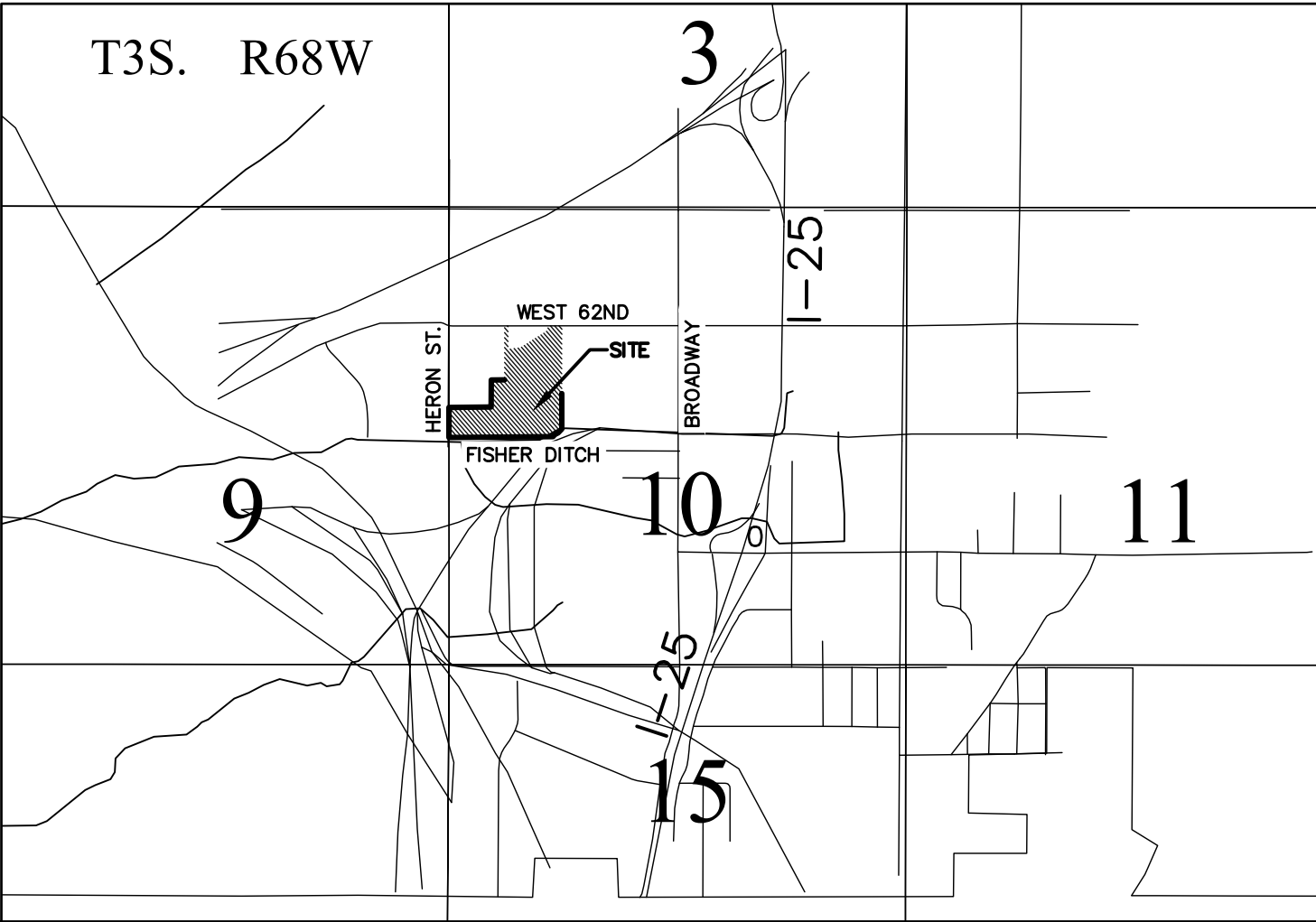
NAME TITLE

ACKNOWLEDGEMENT:

STATE OF COLORADO)
)SS
COUNTY OF ADAMS)

THE FOREGOING OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BY ME THIS DAY OF , 20, BY

NOTARY PUBLIC
MY COMMISSION EXPIRES:
MY ADDRESS IS:



VICINITY MAP
SCALE: 1" = 2000'

PLAT NOTES:

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

2. THE LINEAL UNIT USED AND SHOWN HEREON IS U.S. SURVEY FOOT AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS. THE BEARINGS AND DISTANCES SHOWN HEREON ARE AS MEASURED UNLESS OTHERWISE NOTED.

3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. 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 RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. R.W. BAYER & ASSOCIATES, INC. HAS RELIED UPON FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. N0041864-030-8SB-ES DATED JUNE 18, 2025 FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHT-OF-WAY ACROSS THESE PREMISES.

4. THIS PARCEL OF LAND LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED IN THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 08001C0611H EFFECTIVE MARCH 5, 2007.

5. BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST IS ASSUMED TO BEAR N89°29'52"E. ALL MONUMENTS ARE SHOWN HERON.

6. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS 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 SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

7. A SIX FOOT (6') UTILITY EASEMENT ALONG HURON STREET AND DRAINAGE EASEMENTS AS SHOWN HEREON IS HEREBY DEDICATED ON THIS PLAT FOR DRAINAGE AND UTILITY PURPOSES. NO PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, OR OTHER OBJECTS THAT MAY INTERFERE WITH THE OPERATION OF THIS DRAINAGE AND UTILITY EASEMENT (INTERFERING OBJECTS) WILL BE PERMITTED WITHIN THIS EASEMENT, NOT CURRENTLY INSTALLED, WITH THE EXCEPTION OF THE ACCESS DRIVE FROM THE DEDICATED COUNTY RIGHT-OF-WAY FOR DEVELOPMENT OF THE SUBJECT PROPERTY PURSUANT TO ENGINEERING REVIEW AND APPROVAL.

8. A TEN FOOT (10') STRIP ALONG HURON STREET IS HEREBY DEDICATED TO ADAMS COUNTY FOR USE OF RIGHT-OF-WAY.

9. 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.

SURVEYOR'S CERTIFICATE:

I, RAYMOND W. BAYER, A REGISTERED LAND SURVEYOR, REGISTERED 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 THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON.

RAYMOND W. BAYER,
REG P.L.S. NO. 6973

PLANNING COMMISSION APPROVAL:

APPROVED BY THE ADAMS COUNTY PLANNING COMMISSION APPROVAL THIS DAY OF A,D,, 20.

CHAIRMAN

BOARD AND COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD AND COMMISSIONERS THIS DAY OF A,D,, 20.

CHAIRMAN

CLERK AND RECORDERS CERTIFICATE:

THIS FINAL PLAT WAS FILED FOR RECORDED IN THE OFFICE OF ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT .M. ON THE DAY OF A.D., 20.

COUNTY CLERK AND RECORDER

DEPUTY RECEPTION NO.

ADAMS COUNTY ATTORNEY'S OFFICE:

APPROVED AS TO FORM

CERTIFICATE OF THE CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT .M. ON THE DAY OF A.D., 20.

COUNTY CLERK AND RECORDER

BY: DEPUTY COUNTY CLERK AND RECORDER

RECEPTION NO.

PREPARED BY:

R.W. BAYER & ASSOCIATES, INC.
12170 TEJON STREET, UNIT 700
WESTMINSTER, COLORADO 80234
(303)452-4433 INFO@RWBSURVEYING.COM
CAD FILE: 23076/23076.DWG
SHEET 1 OF 2

DATE PREPARED: APRIL 23, 2025

BRANNAN 60TH PLACE SUBDIVISION

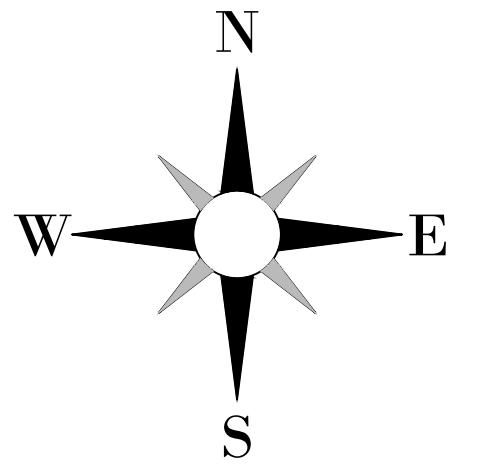
CASE NO.: PLT2025-000XX

A PART OF THE SOUTH ONE-HALF OF THE NORTHWEST 1/4 SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 2

WEST 62ND AVENUE
(R.O.W. VARIES)

N.E. COR. S.W.1/4 N.W.1/4 SEC. 10, T.3S., R.68W.
(FOUND 3-1/4" ALUM. CAP, P.E. & P.L.S. 989)



0 100 200
Feet

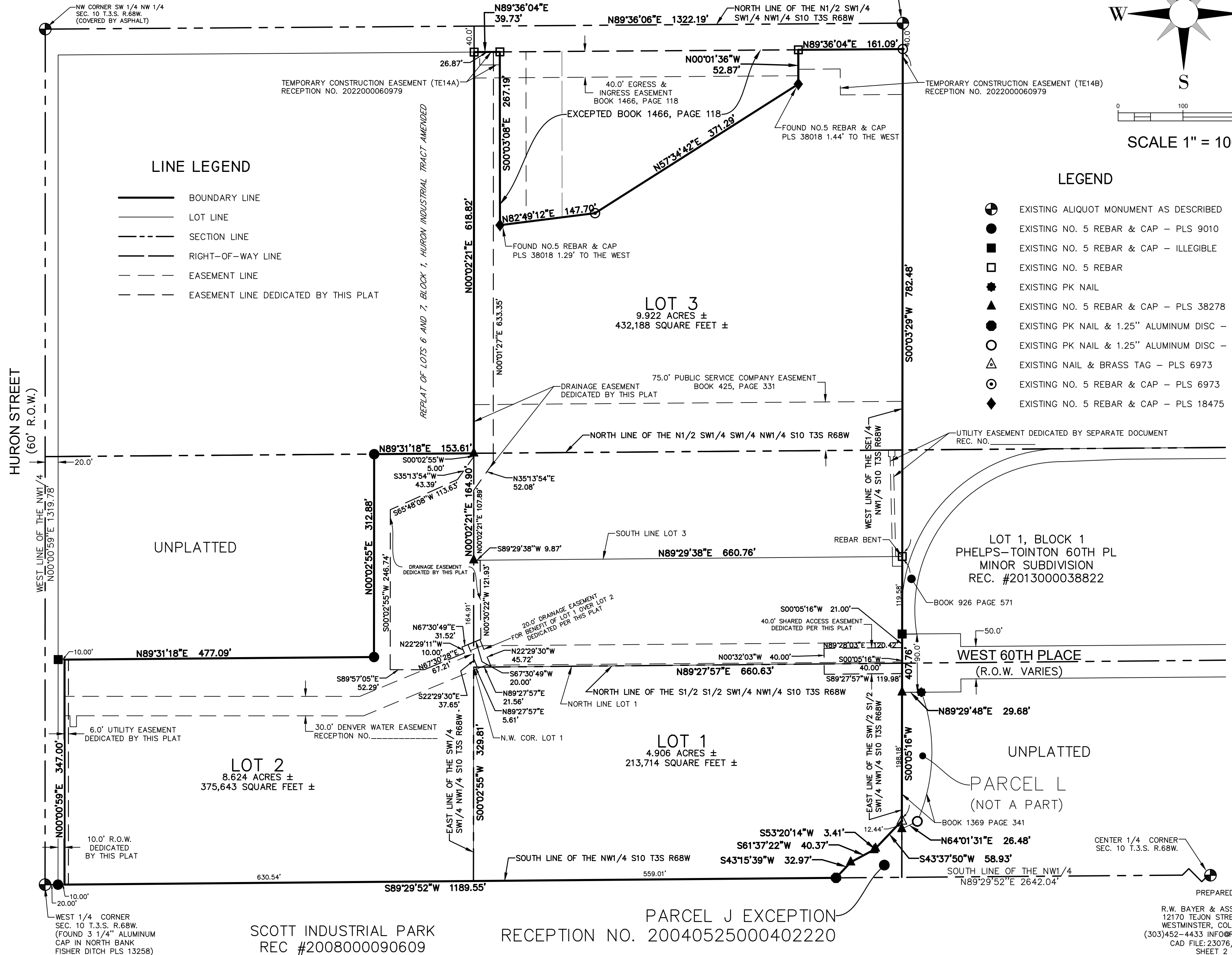
SCALE 1" = 100'

LINE LEGEND

- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- EASEMENT LINE DEDICATED BY THIS PLAT

LEGEND

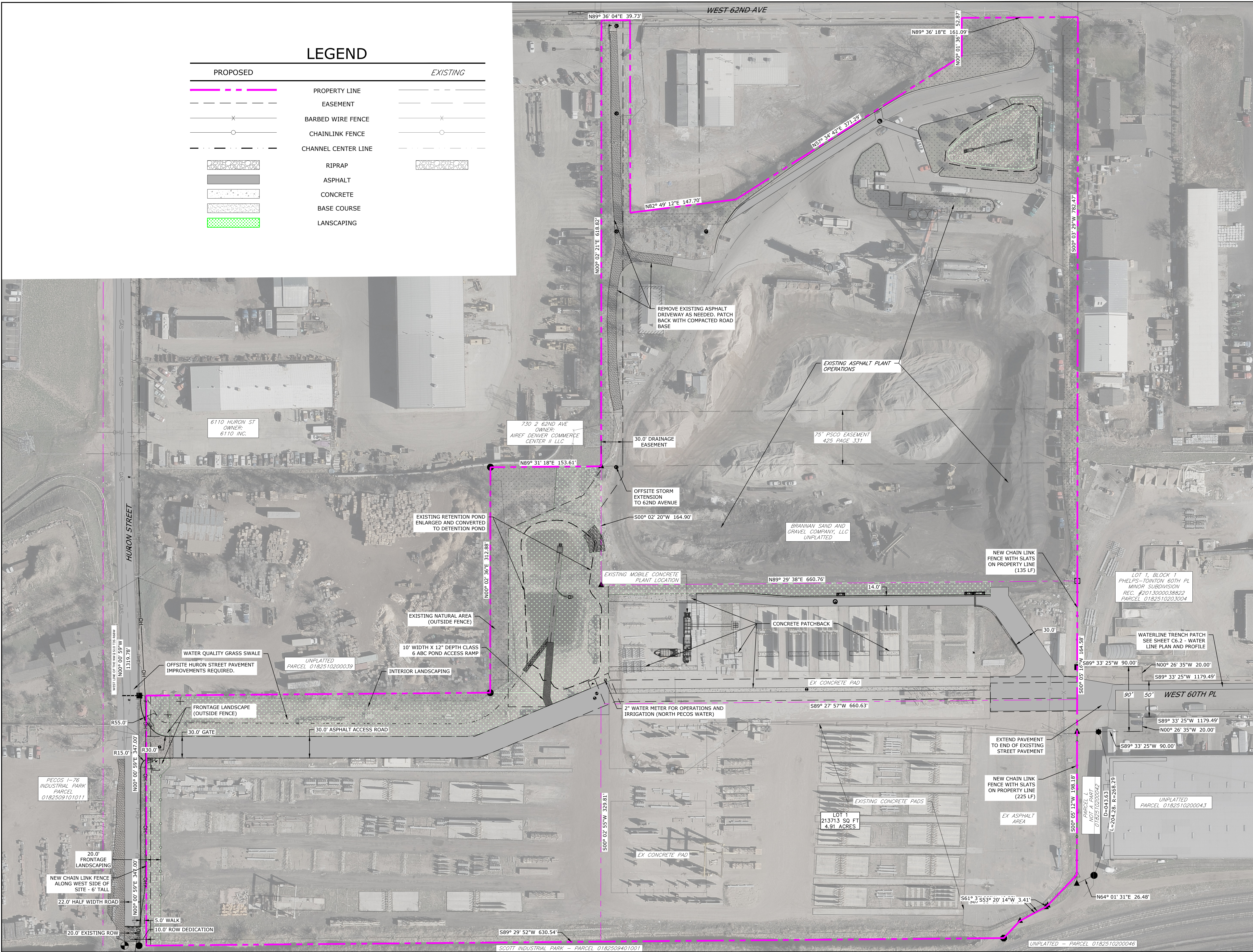
- EXISTING ALIQUOT MONUMENT AS DESCRIBED
- EXISTING NO. 5 REBAR & CAP - PLS 9010
- EXISTING NO. 5 REBAR & CAP - ILLEGIBLE
- EXISTING NO. 5 REBAR
- EXISTING PK NAIL
- EXISTING NO. 5 REBAR & CAP - PLS 38278
- EXISTING PK NAIL & 1.25" ALUMINUM DISC - PLS 38278
- EXISTING PK NAIL & 1.25" ALUMINUM DISC - PLS 6973
- EXISTING NAIL & BRASS TAG - PLS 6973
- EXISTING NO. 5 REBAR & CAP - PLS 6973
- EXISTING NO. 5 REBAR & CAP - PLS 18475



SCOTT INDUSTRIAL PARK
REC #2008000090609

PARCEL J EXCEPTION
RECEPTION NO. 20040525000402220

PREPARED BY:
R.W. BAYER & ASSOCIATES, INC.
12170 TEJON STREET, UNIT 700
WESTMINSTER, COLORADO 80234
(303)452-4433 INFO@RWBSURVEYING.COM
CAD FILE: 23076/23076.DWG
SHEET 2 OF 2
DATE PREPARED: APRIL 23, 2025



LEGEND	
PROPOSED	EXISTING
	PROPERTY LINE
	EASEMENT
	BARBED WIRE FENCE
	CHAINLINK FENCE
	CHANNEL CENTER LINE
	RIPRAP
	ASPHALT
	CONCRETE
	BASE COURSE
	LANDSCAPING



CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM



BRANNAN
Companies

BRANNAN SAND
AND GRAVEL

2500 E BRANNAN WAY
DENVER, CO 80229
(303)534-1231 (P)

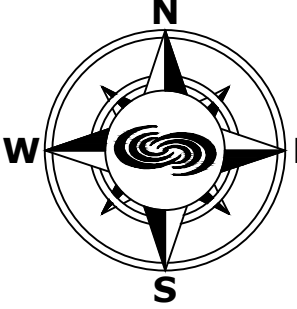
301 WEST 60TH PLACE
CONCRETE PLANT AND MATERIALS
RECLAMATION FACILITY
SW 1/2 OF THE NW 1/4 OF SECTION 10
T3S R68W OF THE 6TH PM, COUNTY OF
ADAMS, STATE OF COLORADO
INFRASTRUCTURE CONSTRUCTION PLANS

REVISIONS		
NO.	DESCRIPTION	DATE


DESIGNED BY: JAB. DATE: 06/17/25
DRAWN BY: CMH
CHECKED BY: JAB.
JOB NO.: 313.001.01
DWG NAME: 30300100SP - NP.dwg

OVERALL SITE
PLAN

SHEET:
C2.1



0 25 50
1" IN FEET
(1"=50')



Know what's below.
Call before you dig.

**NORTH PECOS
WATER & SANITATION
DISTRICT**

6900 Pecos Street
Denver, Colorado 80221
(303) 429-5770
Fax (303) 650-8863

October 4, 2023

Adams County
Planning & Development
4430 South Adams County Parkway
First Floor, Suite W2000A
Brighton, CO 80601

Re: Water and Sanitary Sewer Service Availability

To: Adams County Planning Commission

Please be advised that North Pecos Water and Sanitation District is willing to provide treated water and sanitary sewer service to a possible development on parcel numbers:

0182510200048 (full) and 0182510200040 (partial)

with the nearest address of:

301 West 60th Place, Denver, Colorado 80221

in Adams County, Colorado that is wholly within the North Pecos Water and Sanitation District boundaries.

North Pecos Water & Sanitation District has the ability to provide water and sanitary sewer service to the parcels listed above, as they are currently platted (as is shown in the attached exhibit), with:

☒ Water ☒ Sanitary Sewer

Prior to creating a layout and filing a plat for the development, the landowner/developer should have a pre-design meeting with North Pecos Water and Sanitation District, as the developer must allow for and preform the installation of adequate water mains in strict accordance with Denver Water Engineering Standards and North Pecos Rules and Regulations and engineering requirements. Sanitary sewer mains must also be designed in accordance with North Pecos Rules and Regulations and engineering requirements.

The landowner/developer will be required to evaluate water and sanitary sewer capacities, provide utility studies, flow monitoring, easements, and install and/or upsize any water and sanitary sewer mains that may be required due to this

project, in accordance with district standards, district review comments, and any approved plans. Also, if necessary, all easements must be conveyed to the District and recorded before construction can begin.

The landowner/developer is responsible for all engineering, development, plan review and construction observation costs. The district will provide a funding agreement. The landowner/developer is responsible for all costs related to the installation of required water and sewer mains. All water and sewer mains and appurtenances shall be installed at the landowner/developer's expense and deeded free and clear to the District prior to the issuance of any water or sewer taps.

Should any taps, upgrades to existing or new, be required, the property owner is responsible for all charges and fees applicable for such development. All fees and charges must be paid before review and/or construction can begin.

Current connection fees can be provided by contacting our office. Any water and/or sewer services must be approved by North Pecos Water and Sanitation District and connected to the appropriate main lines and installed into its permanent structure's foundation prior to completion of the construction of said structure.

Note: future subdivisions may require additional review and individual will serve letter(s).

North Pecos Water and Sanitation District requires a signature of acceptance of this Service Availability Letter by the landowner/developer prior to scheduling a pre-design meeting with North Pecos. Please provide a copy of this signed Water and Sanitary Sewer Service Availability when scheduling a pre-design meeting.

 / BRANNAN COMPANIES
Signature of owner/developer

10/5/23
Date

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

Sincerely,



Courtney Salazar
North Pecos Water & Sanitation District

Cc: Customer file; James Landry, District Manager;

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 Published by Blackwell Publishing, 9600 Garsington Road, Oxford OX4 2DQ, UK and 350 Main Street, Malden, MA 02148, USA



PREFABRICATED

LEASABLE COLUMNARY
EX EASEMENT TUNE
EX ASPHALT PAVEMENT
EX CONCRETE
EX WOODEN FENCE
EX BUILDING MATERIALS
EX OTHER MATERIALS

[Redacted Box]

4. SURVEYING OF DATED MATERIAL AND/OR OF SITE SITE RECONSTRUCTION, AND THE PLANNING, LAND TITLE SURVEY PROVIDED BY NYS, JOB # 122518-020002, AT DATED MATERIAL, AT-10, NO SURVEY WAS PROVIDED. DETERMINATIONS AND LOCATIONS APPROXIMATE.
5. AND MANY GRADINGS/LOCATIONS TO BE RECONSTRUCTED, INCLUDING CONCRETE TO BE RECONSTRUCTED, INCLUDING CONCRETE PLANT TO BE PLACED ON EXISTING CONCRETE SLAB.



**BRENNAN SAID
AND GRAVEL**
1111 E. PUEBLO AVE.
DENVER, CO 80202
(303) 440-7111



CIVIL RESOURCES

8330 COLORADO BLVD
SUITE 200
PREESTONE, CO 80530
303.613.2418
WWW.CIVILRESOURCES.COM

CONTEXT PLAN

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

DEVELOPMENT APPLICATION FORM

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:	390 W 62nd Avenue and 301 W. 60th Place
City, State, Zip:	Denver, CO 80216
Area (acres or square feet):	23.5
Tax Assessor Parcel Number	0182510200040, 0182510200048, 0182510200042
Existing Zoning:	I-3
Existing Land Use:	Industrial : Concrete plant, asphalt plant, equipment rental and storage
Proposed Land Use:	same as existing

Have you attended a Conceptual Review? YES ☐ NO ☒

If Yes, please list PRE#:

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

Name:	<input type="text" value="Fred J. Marvel"/>	Date:	<input type="text" value="7/1/25"/>
	Owner's Printed Name		
Name:	<input type="text" value="Fred J. Marvel"/>		
	Owner's Signature		



DEVELOPMENT APPLICATION FORM

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:	390 W 62nd Avenue and 301 W. 60th Place
City, State, Zip:	Denver, CO 80216
Area (acres or square feet):	23.5
Tax Assessor Parcel Number	0182510200040, 0182510200048, 0182510200042
Existing Zoning:	I-3
Existing Land Use:	Industrial : Concrete plant, asphalt plant, equipment rental and storage
Proposed Land Use:	same as existing

Have you attended a Conceptual Review? YES ☐ NO ☒

If Yes, please list PRE#:

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

Name: Authorized Person

Date:

Owner's Printed Name

Name:

Owner's Signature

Fidelity National Title



NATIONAL COMMERCIAL SERVICES

1401 17th St, #480
Denver, CO 80202
Phone: (303) 942-2200

DATE: June 25, 2025

FILE NUMBER: 100-N0041864-030-8SB, Amendment No. 4

PROPERTY ADDRESS: 301 West 60th Place, Denver, CO 80216-1011

BUYER/BORROWER: Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company

OWNER(S): 60th Place & Broadway, LLC, a Colorado limited liability company

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R0103486 R0103491 R0122428

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Sonya Bailey PHONE: (303) 889-8081 FAX: (303) 628-1671 E-MAIL: sonya.bailey@fnf.com
Escrow Assistant	ATTN: Anna Young PHONE: (303) 942-2207 E-MAIL: anna.young1@fnf.com
Title Officer	ATTN: Eric Stearns PHONE: (303) 692-6778 E-MAIL: estearns@fnf.com
Sales Executive	ATTN: Erin Kelley E-MAIL: Erin.Kelley@fnf.com

TO: Pinnacle Real Estate Advisors One Broadway Suite 300A Denver, CO 80203	ATTN: Paul Schneider PHONE: (303) 962-9546 FAX: (000) 000-0000 E-MAIL: pschneider@pinnaclearea.com
--	---

TO: National Commercial Services Downtown 1401 17th St #480 Denver, CO 80202	ATTN: Sonya Bailey PHONE: (303) 942-2200 FAX: (303) 628-1671 E-MAIL: sonya.bailey@fnf.com
--	--

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National 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 EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


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

COMMITMENT TO ISSUE POLICY


Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
 Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
 Loan ID Number:
 Issuing Office File Number: 100-N0041864-030-8SB, Amendment No. 4
 Property Address: 301 West 60th Place, Denver, CO 80216-1011
 Revision Number: Amendment No. 4, Amendment Date: June 24, 2025

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **June 18, 2025**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: **Brannan Sand and GravelCompany L.L.C., a Colorado limited liability company**
 Proposed Policy Amount: **\$14,200,000.00**
 - (b) None
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
 - (c) None
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Interest
4. The Title is, at the Commitment Date, vested in:
 60th Place & Broadway, LLC, a Colorado limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Owners Policy	11,288.00
Deletions of 1-4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	95.00
Tax Certificate (3 @ \$18 each)	54.00
ALTA 9.8-06 - Covenants, Conditions and Restrictions - Land Under Development	2,000.00
ALTA 17-06 (CLTA 103.11) - Access and Entry	1,000.00
ALTA 18.1-06 - Multiple Tax Parcel	<u>250.00</u>
ALTA 19-06 (Form 116.4.1-06) - Contiguity - Multiple Parcels	2,000.00
ALTA 25-06 - Same as Survey	1,000.00
ALTA 39-06 - Policy Authentication	0.00
Form 100.31 - Surface Damage - Minerals	2,000.00

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL J:

A parcel of land located in the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado, being more particularly described as follows:

Beginning at the point of intersection of the South line of the Northwest $\frac{1}{4}$ of said Section 10, and the East line of Huron St. which point is 20.0 feet East of the West One-Quarter corner of said Section 10;
 Thence North, along the East line of Huron St. a distance of 347.0 feet;
 Thence East, parallel with the North line of the N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 487.09 feet;
 Thence North, parallel with the East line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 313.0 feet to a point on the North line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Thence East, along the North line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 154.06 feet to the Northeast corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Thence South, along the East line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 330.0 feet to the Southeast corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Thence East, along the North line of said S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 10, a distance of 660.3 feet to the Northeast corner of said S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Thence South, along the East line of said S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 255.62 feet to a point on the Northwesterly right-of-way line of the Denver & Rio Grande Western Railroad Company;
 Thence South 58°58' West along said Northwesterly right-of-way line, a distance of 144.17 feet to a point on the South line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 10;
 Thence West, along the South line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 10, a distance of 1199.55 feet, more or less, to the Point of Beginning.

EXCEPT that part described in Deed recorded May 25, 2004 at [Reception No. 20040525000402220](#) and re-recorded August 11, 2004 at [Reception No. 20040811000750310](#).

For Informational Purposes:

Tax ID No.: R0103486

PARCEL K:

The South One-half (S $\frac{1}{2}$) of the North One-half (N $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of the Southwest One-Quarter (SW $\frac{1}{4}$) of the Northwest One-Quarter (NW $\frac{1}{4}$) of Section 10, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: R0103491

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EXHIBIT A
(Continued)

PARCEL L:

A tract or parcel of land within the Southeast $\frac{1}{4}$ of the Northwest One-Quarter of Section 10, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado, more particularly described as follows:

Beginning at a point in the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ located 74.33 feet North from the SW corner thereof;
Thence North along said West line 209.92 feet;
Thence East 30 feet, more or less to a point 10 feet Easterly at right angles from the centerline of the Denver and Rio Grande Western Railroad Company's I.C.C. Tract No. 31C;
Thence Southerly parallel with said Tract 200 feet, more or less, to a point in said Railroad Company's Northerly right-of-way line;
Thence Southwesterly along said right-of-way line 23 feet, more or less, to the Point of Beginning.

For Informational Purposes:
Tax ID No.: R0122428

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. Furnish for recordation a partial release of deed of trust:

Amount: \$13,000,000.00
 Trustor/Grantor: 60th Place & Broadway, LLC, a Colorado limited liability company
 Trustee: Public Trustee of Adams County
 Beneficiary: Citywide Banks
 Recording Date: January 4, 2022
 Recording No: [Reception No. 2022000000511](#)

Description of land to be partially released: See legal description attached to Schedule A Item No. 5 of this Commitment.

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

Assignment of Leases and Rents:
 Recording Date: January 4, 2022
 Recording No.: [Reception No. 2022000000512](#)

- e. Furnish for recordation a partial release of deed of trust:

Amount: \$19,600,000.00
 Trustor/Grantor: 60th Place & Broadway, LLC, a Colorado limited liability company
 Trustee: Public Trustee of Adams County
 Beneficiary: Citywide Banks
 Recording Date: April 5, 2022
 Recording No: [Reception No. 2022000029727](#)

Subordination, Consent, Non-disturbance and Attornment Agreement as recorded June 18, 2024 at [Reception No. 2024000032766](#)

Description of land to be partially released: See legal description attached to Schedule A Item No. 5 of this Commitment.

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow

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SCHEDULE B
PART I – Requirements
(Continued)

Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

Assignment of Rents:

Recording Date: April 5, 2022

Recording No.: [Reception No. 2022000029728](#)

- f. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: 60th Place & Broadway, LLC, a Colorado limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- g. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company:

Brannan Sand and Gravel Company L.L.C., a Colorado limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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SCHEDULE B
PART I – Requirements
(Continued)

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- h. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- i. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): 60th Place & Broadway, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- j. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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SCHEDULE B
PART I – Requirements
(Continued)

- k. In consideration of the issuance of ALTA Endorsement 9.8-06, and 100.31 the Company must receive a copy of the signed and approved “Plans”, means those site and elevation plans made by the architect or engineer please provide all sheets/ pages as are approved from the appropriate governing authority providing the following information with respect to the Land:
- 1) Zoning designation
 - 2) Allowed uses
 - 3) Parking requirements
 - 4) Acknowledgment that the Land is in compliance with current zoning and/or referencing any known zoning violations. And, if there are any violations, addressing the variances which may have been granted in connection therewith.
 - 5) Location and placement of contemplated buildings or structures
 - 6) Any restrictions of said development, such as set backs, height restrictions, composition and structural requirements, access, parking or other required development standards.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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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:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.

NOTE: Items No. 1-5 of Standard Exceptions shall be deleted on the Final 2006 ALTA Owners Policy upon satisfaction of all the requirements set forth in Schedule B-1 herein.

Item No. 7 will be amended to read as follows upon proof of payment of all taxes and assessments;

“Taxes and assessments for the year 2023 and subsequent years, a lien, but not yet due or payable.”

Item No. 8 will be deleted upon receipt of a final affidavit and indemnity stating and affirming there are no lease or tenancies associated with the property recorded or unrecorded.

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SCHEDULE B
PART II – Exceptions
(Continued)

9. ~~Notice of underground facilities information filing pursuant to Section 9-1.5-103 Colorado Revised Statutes, 1973 as amended, by the North Pecos Water and Sanitation District as operator of underground water and sanitation facilities, in instrument set forth below:~~

~~Recording Date: March 15, 1993~~

~~Recording No.: [Book 4038 at Page 101](#)~~

~~Termination and Release of Easement Agreement in connection thereto:~~

~~Recording Date: October 22, 2020~~

~~Recording No.: [Reception No. 2020000108553](#)~~

10. Terms, provisions and conditions of reservation of all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including without limiting the generality of the foregoing, oil, and gas and rights thereto, as reserved in Deed set forth below:

Recording Date: May 17, 2001

Recording No.: [Reception No. C0801890](#)

(Affects Parcel L)

11. ~~Any boundary discrepancy due to the lack of an exact legal description for that part of the Union Pacific Railroad Company's (formerly the Denver and Rio Grande Western Railroad Company) Track, and right, title or interest which may be claimed by said Railroad if it is determined there is a discrepancy, as described in Deed set forth below:~~

~~Recording Date: May 17, 2001~~

~~Recording No.: [Reception No. C0801890](#)~~

~~(Affects Parcel L)~~

12. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Deed as set forth below:

Recording Date: May 25, 2004

Recording No.: [Reception No. 20040525000402230](#)

(Affects Parcel L)

13. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: December 9, 2021
Recording No.: [Reception No. 2021000143886](#)

(Affects Parcel J)

14. Restriction on use for a period of 20 years as is more specifically set forth in the Special Warranty Deed as set forth below:

Recording Date: March 14, 2019
Recording No.: [Reception No. 2019000018494.](#)

15. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: July 24, 2023
Lessor: 60th Place & Broadway, LLC, a Colorado limited liability company
Lessee: Brannan Sand and Gravel Company, L.L.C.
Recording Date: July 31, 2023
Recording No.: [Reception No. 2023000043516.](#)

16. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2024-449 by Adams County as set forth below:

Recording Date: August 27, 2024
Recording No.: [Reception No. 2024000046992.](#)

17. The following items as set forth on the ALTA/NSPS survey as prepared by R.W. Bayer & Associates, Inc. Dated July 21, 2023 as Project No 2023-076
- a. location of fence lines and any boundary discrepancy due to the location of fence lines and the effect of any right, title or interest that may be claimed due to any said discrepancy.
 - b. Encroachment of 2 AC Units from adjacent Property
 - c. Encroachment of building by .5 Feet, from adjacent property
 - d. Encroachment of storage containers from adjacent property
 - e. Electric Meter and Electric Panel not lying in an easement and no apparent easement
 - f. Apparent road way traversing through Parcel L

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SCHEDULE B
PART II – Exceptions
(Continued)

END OF EXCEPTIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - 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 Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC.

PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquies@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

From: [Jim Brzostowicz](#)
To: [Krista Wroblewski](#); [Jessica Alizadeh](#)
Subject: Brannan 60th CGS receipt
Date: Monday, July 22, 2024 11:55:10 AM

From: CGS_LUR@mines.edu <CGS_LUR@mines.edu>
Sent: Monday, July 22, 2024 11:54 AM
To: Jim Brzostowicz <jim@civilresources.com>
Subject: Thank you for your payment

Receipt Number: 848175
Colorado Geological Survey
Date: 07/22/2024

Description	Amount
Pre-Pay the Colorado Geological Survey Land Use Review Fee Must select project size to calculate a price: Small Subdivision - Project Name: Brannan 60th Place Subdivision County of Project: Adams Applicant's Name: Brannan Sand and Gravel Applicant's Address (line 1): 2300 E Brannan Way Applicant's City: Denver Applicant's State: CO Applicant's Zip Code: 80229 Applicant's Phone: 80229 Applicant's Email: jim@civilresources.com Section: S 1/2 NW 1/4 Section 10 Township: 3S Range: 68 Latitude: 39.806187° Longitude: -104.994558° Pre-Pay the Colorado Geological Survey Land Use Review Fee	\$950.00
Total	\$950.00

Payments Received	Amount
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CC	\$950.00
Visa XXXXXXXXXXXXX5565	
Authorization # 02633G	
Total	\$950.00

Thank you for the payment.



WILL SERVE LETTER

October 11, 2023

Brannan Companies
2500 East Brannan Way
Denver, CO 80229

Re: 301 W 60th Pl, Denver, CO

Dear Brannan Companies,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electric service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at . The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

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

- ***Application submitted to Xcel Energy's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one - line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received*** (Residential Service Laterals if applicable)
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction*** - the site ready information can be found on our website at may be viewed at [Construction and Inspection | Xcel Energy](https://www.xcelenergy.com/ConstructionAndInspection).

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at [xcelenergy.com/InstallAndConnect](https://www.xcelenergy.com/InstallAndConnect).

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

Sincerely,

Jason Bersano
Xcel Energy Builder and Developer Representative

Mailing address: Public Service Company of Colorado
1123 W 3rd Ave
Denver, CO 80231

June 30, 2025

Adams County
Community & Economic Development
4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204

Re: Brannan 60th Place Subdivision
Denver, CO
Application Narrative

To Whom it May Concern,

On behalf of the Applicant, Brannan Companies, Civil Resources, LLC is pleased to submit this Application for the Brannan 60th Place Subdivision.

The application includes three properties (parcels 0182510200040, 0182510200048, 0182510200047) located at 390 W 62nd Avenue and 301 W. 60th Place, Denver. The subject parcels are currently owned by Brannan Sand and Gravel (parcel 0047) and 60th Place and Broadway, LLC (parcels 0040 and 0048). The project proponent (applicant) is Brannan Companies, and representatives from both ownerships have signed the application forms.

The Brannan property is currently used as a permitted asphalt batch plant. A portion of the 60th Place property is used by Brannan as a concrete batch plant under a Temporary Use Permit. The balance of the 60th Place property is used as a yard for a mobile crane operation.

The purpose of the subdivision is to rectify historic improper land divisions and combine the area into one subdivision that is served by common stormwater management facilities and may be utilized in total for expanded Brannan operations, subject to a future PUD.

The subdivision creates three new Lots. Lot 1 (4.9 acres) is situated at the southeast corner of the subdivision and generally includes the existing crane operations area. Lot 2 (8.6 acres) is located west and north of Lot 1 and includes Brannan's temporary concrete plant and other areas. Lot 3 (9.9 acres) includes Brannan's existing asphalt operations). The subdivision includes a 0.08-acre ROW dedication along Huron Street to allow for expansion of the road to the County's standard template. Various drainage easements are included to incorporate a new stormwater detention pond serving Lots 1 and 2, and an outfall from the pond across Lot 3. A 30-foot-wide North Pecos Water/Denver Water easement across Lots 1 and 2 is depicted on the plat but will be dedicated by separate document. A 40-foot-wide shared access easement is shown on Lots 1 and 2 at the west end of the West 60th Place Right of Way. This easement is intended to provide access to each lot via an existing shared driveway and gate extending off 60th Place.

A separate application for engineering review accompanies this Subdivision application. The engineering review includes construction documents for on-site and required off-site improvements, a Drainage Report, drainage Operations and Maintenance Manual, and Traffic Study.

Sincerely,

CIVIL RESOURCES, LLC



Jim Brzostowicz, P.E.

Principal

J:\Brannan\303.001.10 60th Avenue\Submittals\2025-06-XX - Major Subdivision\MAJOR SUBDIVISION SUBMITTAL\Brannan 60th Subdivision Narrative.doc