



STAFF REPORT

Rezone Application

889 S Elizabeth Street

- Applicant:** Turn 2 Development, LLC
- Location:** Northwest corner of Elizabeth Street and CR 136
-
- Exhibit A:** Applicant's submittal documents and proposed plans
- Exhibit B:** Referral agency compiled comments letters and redlines
- Exhibit C:** Public Notice

Applicant Request

The Applicant, Turn 2 Development, LLC, requests the approval from the Board of Trustees for the annexation and zoning of a 2-acre property to Commercial Mixed Use (CMU) District located at 889 South Elizabeth Street.

Proposal Summary:

The Applicant proposes to zone the 2-acre property at 889 South Elizabeth Street as Commercial Mixed Use (CMU) upon annexation into the Town of Elizabeth. The property is currently zoned R-1 in Elbert County and contains two residences and outbuildings. The proposed CMU zoning aligns with the Town's 2019 Comprehensive Plan, which designates this area for mixed-use development. The CMU zoning was chosen due to its less intense commercial uses, considering its proximity to residential areas.

Background:

The 2-acre property at 889 South Elizabeth Street is currently located in unincorporated Elbert County. Historical records indicate that the property has been used for residential purposes for as long as documentation is available. The site currently contains two residences and two outbuildings.

The current owner, who is also the applicant for this rezoning, is seeking to annex the property into the Town of Elizabeth. As per Town regulations, a rezoning application must accompany any annexation



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request. The annexation is primarily motivated by the desire to access the Town's water and sewer infrastructure for future development.

The property is situated at the northwest corner of Elizabeth Street and County Road 136. Elizabeth Street is classified as an arterial road, while County Road 136 is designated as a minor collector.

Surrounding Land Uses:

North: Multi-Family Residential

South: Single-Family Residential

East: Single-Family Residential (Unincorporated Elbert County)

West: Agricultural/Single-Family Residential



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Approval Criteria:

Section 16-1-240 (f) of the EMC includes criteria for the Board of Trustees to consider in rendering a recommendation or a final decision on the proposal. The criteria are as follows:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use.

Case Analysis:

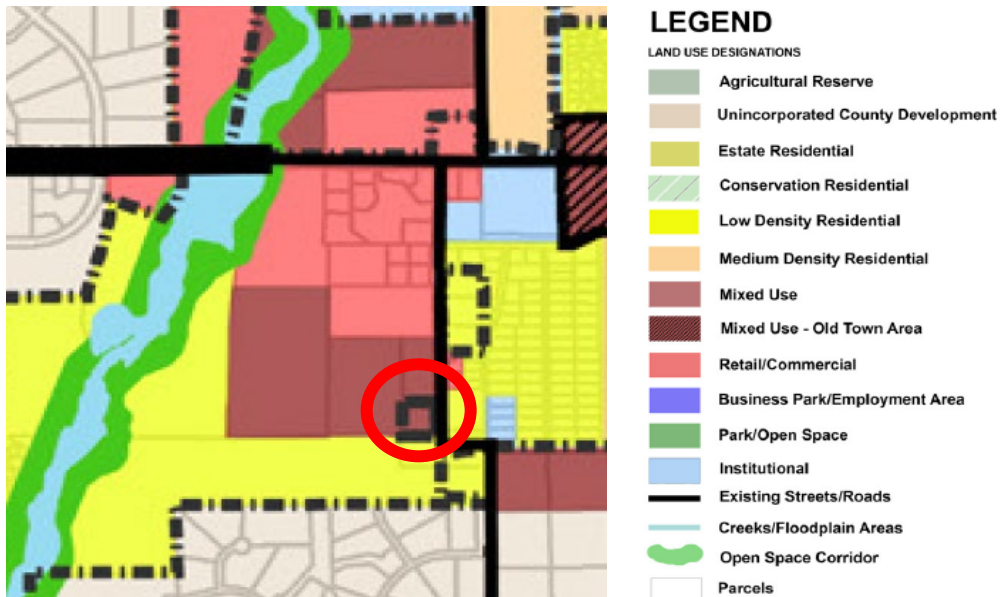
Staff finds that the proposal displays conformance with the applicable provisions of the EMC and the Elizabeth Comprehensive Plan:

Elizabeth Municipal Code (EMC): The rezoning process requires Community Development staff to review and refer the application to various agencies for comments and responses within a 25-day time frame. No objections were raised to the rezoning.



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Comprehensive Plan: The Town's Future Land Use map (included in the Comprehensive Plan) indicates mixed use land uses on the property. The proposed CMU zoning aligns with this vision, allowing for a variety of mixed uses on the site. The proposed rezoning for this location supports the first three goals outlined in the Future Land Use and Development chapter of the Comprehensive Plan.

Goal 1: Maintain a sustainable balance in land uses between residential, commercial, office/business park, industrial, and park/open space land uses.

- The proposed CMU zoning for 889 S Elizabeth Street contributes to this balance by introducing a mixed-use designation that can accommodate both residential and commercial uses.

Goal 2: The development of new projects in Elizabeth should focus on areas closer to the Town's core as a priority, and avoid the "urban sprawl" of Elizabeth into the surrounding countryside.

- This rezoning supports infill development by annexing and rezoning a property that is already surrounded by incorporated Town land, focusing development near the existing Town core.

Goal 3: Future development in Elizabeth incorporates appropriate levels of density and design to support increased housing options, the viability of neighbor commercial, and overall long-term neighborhood sustainability.

- The CMU zoning allows for a mix of uses that can potentially include both residential and commercial components, supporting potential increase housing options and neighborhood-scale commercial development.



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Additionally, the CMU designation would create a suitable transition between existing residential areas and the emerging commercial corridor along Elizabeth Street. The property's location at the intersection of an arterial road (Elizabeth Street) and a minor collector (CR 136) makes it ideal for mixed-use development, as these road classifications can support increased traffic associated with commercial activities.

Neighborhood Meeting:

The 889 S Elizabeth Street Neighborhood Meeting was held on January 25th, 2024 at Town Hall. There was general feedback around Regional Commercial being an undesirable zoning district for this parcel due to the intense nature of the uses and the additional traffic it could bring to Elizabeth Street and CR-136. Commercial Mixed Use zoning was seen as optimal for the site, particularly for a daycare. Daycare was favorable due to the building generally feeling like a residential property in design and scale while also not causing a large increase in traffic.

Findings and Staff Recommendation:

The 889 S Elizabeth Street rezoning application has been reviewed and approved by the development review team and staff in accordance with Chapter 16 of the EMC.

Findings:

1. A need exists for the proposal; **The rezoning to CMU addresses the current market demand for mixed-use development along the Elizabeth Street corridor, providing a transition between residential and commercial areas.**
2. The particular parcel of ground is indeed the correct site for the proposed development; **The property's location at the intersection of Elizabeth Street (arterial road) and CR 136 (minor collector) makes it well-suited for mixed-use development.**
3. There has been an error in the original zoning; **No evidence suggests an error in the original county zoning. This rezoning is based on the property's annexation into the Town and alignment with the Comprehensive Plan.**
4. There have been significant changes in the area to warrant a zone change; **The ongoing development of the surrounding area, including multi-family residential to the north and recent commercial approvals nearby, supports the proposed change to CMU zoning.**
5. Adequate circulation exists and traffic movement would not be impeded by development; **The property's location on an arterial road and minor collector suggests adequate circulation. Future development applications may require traffic impact studies to ensure continued adequate circulation.**



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6. Additional municipal service costs will not be incurred which the Town is not prepared to meet. **The proposed CMU zoning is not anticipated to incur additional municipal service costs beyond what the Town is prepared to meet through the annexation process.**
7. There are minimal environmental impacts or impacts can be mitigated. **As the site has been previously developed for residential use, no significant new environmental impacts are anticipated. Any potential impacts will be addressed during the site plan review process.**
8. The proposal is consistent with the Town Master Plan maps, goals and policies. **The proposal aligns with the 2019 Comprehensive Plan, which identifies this area for mixed-use development.**
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use. **The annexation process will ensure connection to Town water and sewer services. Other necessary services are available in the area to support the proposed mixed-use development.**

Staff Recommendation:

Based on the analysis above, Staff finds that the proposed rezone application for 889 S Elizabeth Street meets the criteria set forth in Chapter 16 of the Elizabeth Municipal Code. The proposed rezoning to the Commercial Mixed Use (CMU) District is consistent with the Town's Comprehensive Plan and aligns with the development goals for the area. Staff recommends the Board of Trustees approve Ordinance 24-12 pending approval of Resolution 24R35, Ordinance 24-11, and the annexation agreement.

Planning Commission Recommendation:

The Planning Commission reviewed the rezone application at their meeting on August 6th, 2024, and recommended approval of 5-0, for consideration by the Board of Trustees. The Commission did not recommend any conditions of approval.

Attachment(s)

Resolution 24R35

Ordinance 24-11

Ordinance 24-12

Exhibit A

Exhibit B

Exhibit C

RESOLUTION 24R35

A RESOLUTION MAKING CERTAIN FINDINGS OF FACT REGARDING THE PROPOSED ANNEXATION OF PARCELS OF LAND TO THE TOWN OF ELIZABETH, COLORADO, KNOWN AS THE 889 SOUTH ELIZABETH STREET ANNEXATION

WHEREAS, a Petition for Annexation was filed with the Town Clerk (the "Petition") requesting the annexation of certain unincorporated territory located in the County of Elbert, State of Colorado, otherwise known as the 889 South Elizabeth Street Annexation, and described in the attached **Exhibit A**;

WHEREAS, the Petition was forwarded by the Town Clerk to the Board of Trustees;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, by resolution passed on July 9, 2024, found substantial compliance of the Petition with C.R.S. § 31-12-107(1);

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, conducted a public hearing on August 27, 2024, as required by law to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 to establish eligibility for annexation of that property described in Exhibit A;

WHEREAS, public notice of the public hearing was published once a week for four (4) consecutive weeks and notice by registered mail was given to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having territory in the area to be annexed as required by law;

WHEREAS, the public hearing on the Petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to C.R.S. § 31-12-110, the Board of Trustees, sitting as the governing body of the Town of Elizabeth, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility for annexation to the Town of Elizabeth of the property described in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ELIZABETH, COLORADO, AS FOLLOWS:

Section 1. With regard to the annexation of the territory described in **Exhibit A**, attached hereto and incorporated herein, the applicable provisions of C.R.S. § 31-12-104 have been met, in that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the territory proposed to be annexed and the Town; the territory proposed to be annexed is urban or will be urbanized in the near future, and the territory proposed to be annexed is integrated or is capable of being integrated with the Town.

Section 2. The applicable provisions of C.R.S. § 31-12-105 have been met in that no land held in identical ownership has been divided or included without written consent of the owner

thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of area from a school district; that the annexation will not result in the extension of a municipal boundary more than three (3) miles; that the Town has in place a plan for said three-mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

Section 3. An annexation election is not required under C.R.S. § 31-12-107(2) and that no additional terms or conditions are to be imposed upon the area to be annexed other than as contained in the Annexation Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit B**.

Section 4. The Annexation Agreement (Exhibit B) between the Town of Elizabeth and the Property Owner, is hereby approved, and the Mayor and Town Clerk are authorized and directed to execute the same.

Section 5. The property described in the attached Exhibit A is eligible for annexation to the Town of Elizabeth and all requirements of law have been met for such annexation, including the requirements of C.R.S. §§ 31-12-104 and 31-12-105, as amended.

Section 6. An ordinance annexing to the Town of Elizabeth that property described in the attached Exhibit A shall be considered by this Board of Trustees pursuant to C.R.S. § 31-12-111.

Section 7. Effective Date. This resolution shall take effect upon adoption by the Board of Trustees. However, by operation of C.R.S. § 31-12-113(2), the annexation will not become effective until the Town Clerk completes the filings required by statute.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

ORDINANCE 24-11

AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF A PARCEL OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE 889 SOUTH ELIZABETH STREET PROPERTY IN ELBERT COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Board of Trustees of the Town of Elizabeth, Colorado, a written Petition for Annexation to and by the Town of Elizabeth, Colorado, of that property described in the attached **Exhibit A**, being contiguous unincorporated territory, situated, lying and being in the County of Elbert, State of Colorado;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, conducted a public hearing on August 27, 2024, as required by law to determine the eligibility for annexation of that property described in Exhibit A;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in Exhibit A and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the Town of Elizabeth, Colorado;

WHEREAS, the Board of Trustees of the Town of Elizabeth, Colorado, by resolution, determined that the applicable parts of C.R.S. §§ 31-12-104 and 31-12-105 have been met, that an election is not required under C.R.S. § 31-12-107(2), and that no additional terms and conditions are to be imposed;

WHEREAS, it is the opinion of the Board of Trustees that it is desirable and necessary that the property described in Exhibit A be annexed to the Town; and

WHEREAS, it is in the best interest of the Town and its citizens to annex said parcel.

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. The annexation to and by the Town of Elizabeth, State of Colorado, of that property described in the attached **Exhibit A**, situated, lying and being in the County of Elbert, State of Colorado, meets all requirements of law and the annexation policy of the Town of Elizabeth, and therefore, said annexation is hereby approved and made effective.

Section 2. The owner of more than fifty percent (50%) of the area of the property described in Exhibit A, exclusive of public streets and alleys, petitioned for annexation with the Board of Trustees by filing a Petition for Annexation, together with four (4) copies of the annexation map, as required by law.

Section 3. The Board of Trustees, by resolution at a properly-noticed meeting on July 9, 2024, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, as amended, have been met and further

determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Elizabeth.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Elizabeth will serve the best interests of the Town of Elizabeth and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the Town of Elizabeth, Colorado.

Section 6. Upon passage of this Ordinance, the Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) copies of the Annexation Map with the Clerk and Recorder of the County of Elbert, State of Colorado, and shall keep one (1) copy of the annexation map along with the original of this Annexation Ordinance in the Town Clerk's office.

Section 7. The Town Clerk shall request that the Elbert County Clerk and Recorder shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs, in addition to filing one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Colorado Department of Revenue

Section 8. The Annexation Map showing the boundaries of the newly annexed territory as above described shall be kept on file in the office of the Elbert County Clerk and Recorder.

Section 9. Effective Date. By operation of C.R.S. § 31-12-113(2), the annexation and this Ordinance will not become effective until the Town Clerk completes the filings required by statute. For the purpose of general taxation, this Ordinance shall become effective on January 1st of the next succeeding year following its passage. This Ordinance shall otherwise become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this _____ day of _____, 2024.

Passed by a vote of _____ for and _____ against and ordered published.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

ORDINANCE 24-12

AN ORDINANCE ZONING PROPERTY NEWLY ANNEXED TO THE TOWN OF ELIZABETH TO COMMERCIAL MIXED USE (CMU) DISTRICT

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. Findings of Fact.

- A. The Town desires to zone certain property that is being newly annexed to the Town of Elizabeth, Colorado, which property is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), to Commercial Mixed Use (CMU).
- B. Public notice has been given of such rezoning pursuant to Section 16-4-10 of the Town of Elizabeth Municipal Code more than fifteen (15) days in advance of the public hearing.
- C. A need exists for zoning the Property to Commercial Mixed Use (CMU).

Section 2. The Property identified in **Exhibit A** is hereby rezoned to Commercial Mixed Use (CMU).

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change for the Property.

Section 4. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 5. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 6. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this ____ day of _____, 2024.

Passed by a vote of _____ for and _____ against and ordered published.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk

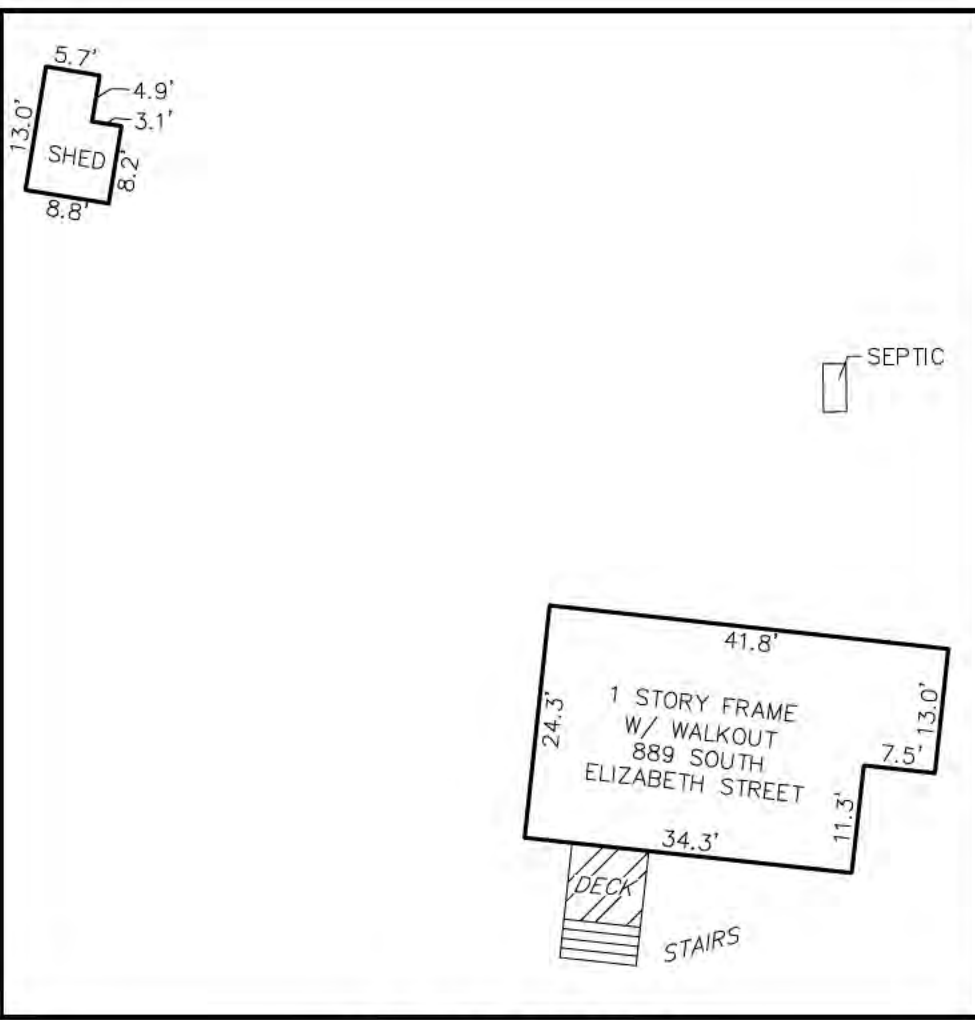


TOWN OF ELIZABETH
COMMUNITY DEVELOPMENT DEPARTMENT

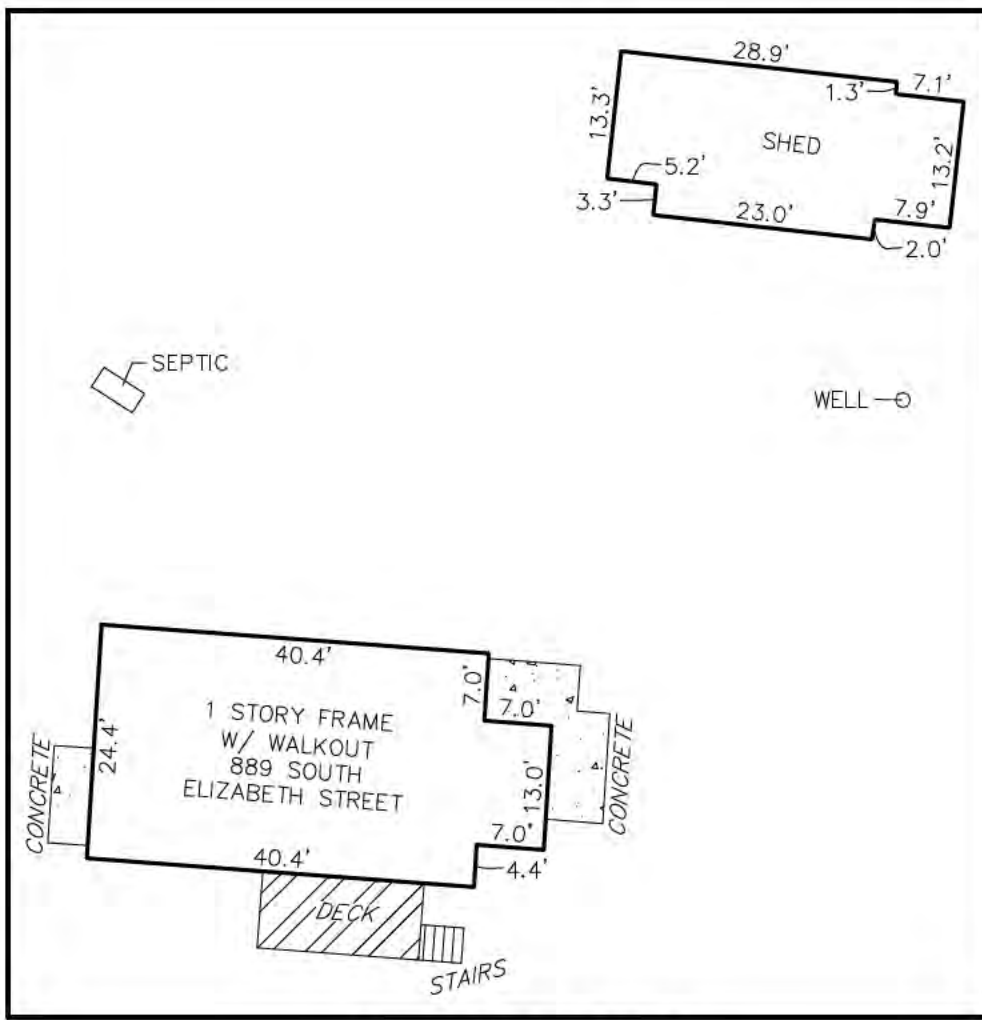
EXHIBIT A

889 SOUTH ELIZABETH REZONE EXHIBIT

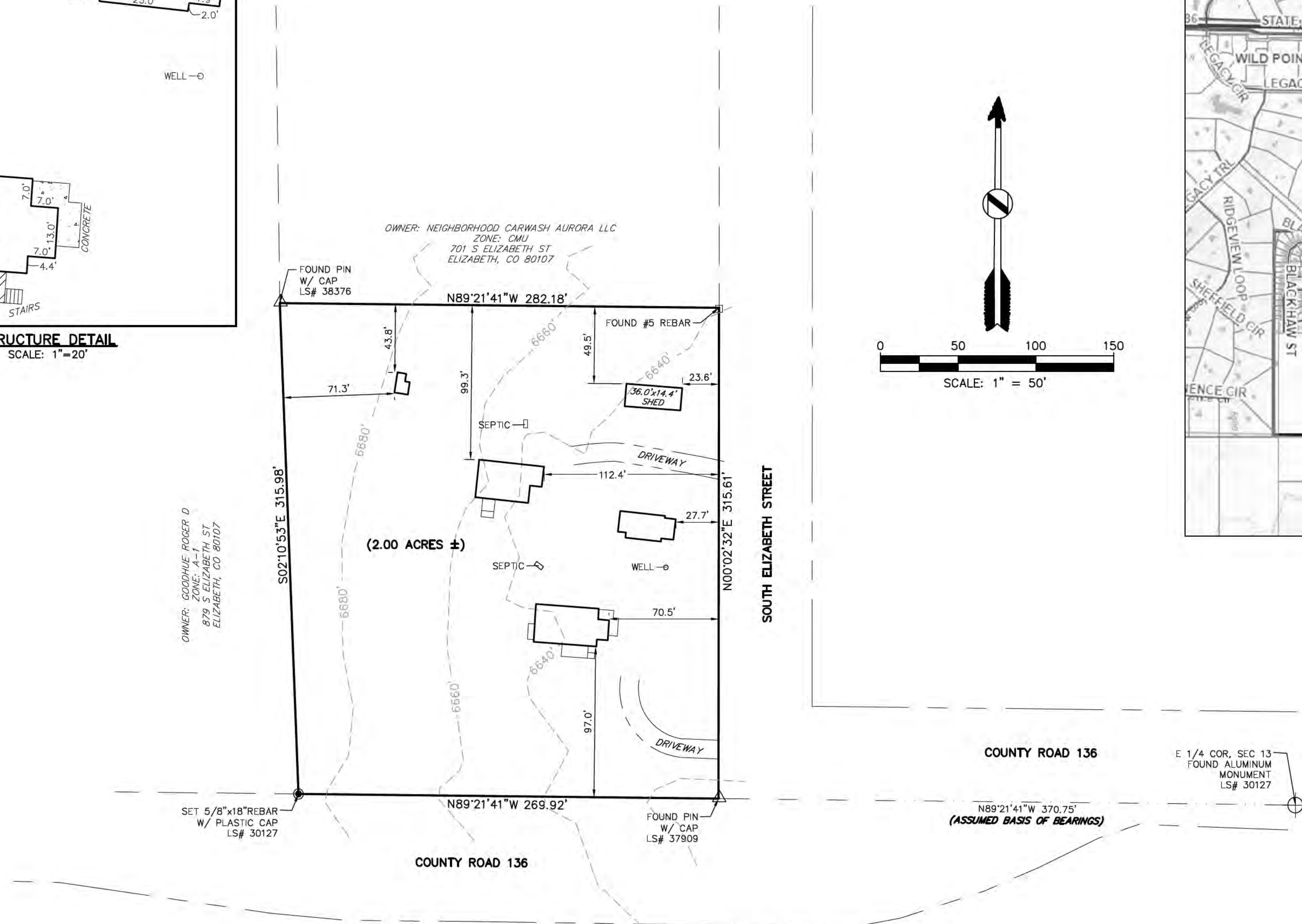
PART OF SECTION 13, T. 8 S, R. 65 W, 6TH P.M.
COUNTY OF ELBERT, STATE OF COLORADO



STRUCTURE DETAIL
SCALE: 1"=20'



STRUCTURE DETAIL
SCALE: 1"=20'



VICINITY MAP
NOT TO SCALE

OWNERS:
TURN 2
DEVELOPMENT LLC
889 S ELIZABETH
ST, ELIZABETH
COLORADO, 80107
303-646-2559

ZONING:
EXISTING: ELBERT COUNTY R-1
PROPOSED: CMU

PROPERTY DESCRIPTION:
A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°21'41"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 370.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELIZABETH STREET AND TO THE TRUE POINT OF BEGINNING;
THENCE N89°21'41"W, ALONG SOUTH LINE, A DISTANCE OF 269.92 FEET; THENCE N02°10'53"E, A DISTANCE OF 315.98 FEET; THENCE S89°21'41"E, A DISTANCE OF 282.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELIZABETH STREET; THENCE S00°02'29"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 315.62 FEET TO THE POINT OF BEGINNING;

- NOTE:**
- 1) ACCORDING TO FEMA FLOOD MAP LOCATED UNDER MAP NUMBER 34039C0024F, THE SUBJECT PROPERTY DOES NOT LAY WITHIN A 100 YEAR FLOOD PLAIN.
 - 2) A 3" STEEL NATURAL GAS LINE DESCRIBED ON RIGHT-OF-WAY AGREEMENT WITH A RECEPTION NO. OF 175427, WAS VAGUE AND CANNOT BE GRAPHICALLY SHOWN HEREON.
 - 3) ALL EXISTING STRUCTURES ARE ANTICIPATED TO REMAIN ON SITE UNTIL TIME OF DEVELOPMENT
 - 4) AVERAGE LOT SIZE IS TO BE DETERMINED
 - 5) THE PROPOSED DENSITY IS TO BE DETERMINED
 - 6) THE UTILITY SERVICES ON SITE ARE AS FOLLOWS: CORE (Electric), Black Hills Energy (Gas), Town of Elizabeth (Water and Sewer)

SURVEYOR'S CERTIFICATE

I, KEITH WESTFALL, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF 889 SOUTH ELIZABETH STREET REZONE EXHIBIT WAS MADE UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

KEITH WESTFALL, COLORADO PLS #30127
FOR AND ON THE BEHALF OF
HIGH PRAIRIE SURVEY COMPANY

STATEMENT:

LINEAL UNITS ARE IN FEET.

DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

BASIS OF BEARINGS:

CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SEC 13 TO HAVE AN ASSUMED BEARING OF N89°21'41"W AND MONUMENTED AS SHOWN HEREON.

"NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon."

DATE:	REVISIONS:
01/03/2024	REVISED PER GRACE
02/22/2024	REVISED PER GRACE
REFERENCE DWG:	

High Prairie Survey Co.

LAND SURVEYING CONSTRUCTION STAKING

OIL AND GAS SURVEYING

303-621-8672 FAX 303-621-7749

P.O. BOX 384
KIOWA, COLORADO 80117

SCALE
1"=50'

DATE
07/10/2023

DRAWN BY
CRR

TITLE
889 SOUTH ELIZABETH STREET
REZONE EXHIBIT
PART OF SEC. 13, T8S, R65W, 6TH P.M.
ELBERT COUNTY, STATE OF COLORADO

CUSTOMER
TURN 2 DEVELOPMENT

SHEET 1 OF 1

JOB NUMBER
23127-RZ



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 3/4/24

NAME OF PROJECT: 889 SOUTH ELIZABETH STREET

NAME OF APPLICANT: TURN 2 DEVELOPMENT, LLC

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 889 SOUTH ELIZABETH STREET

Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado

Please check the appropriate item(s):

<input checked="" type="checkbox"/> REZONE	<input type="checkbox"/> PLAT	<input type="checkbox"/> USE BY SPECIAL REVIEW
<input type="checkbox"/> PUD (planned unit development)	<input type="checkbox"/> MINOR PLAT/REPLAT	<input checked="" type="checkbox"/> ANNEXATION
<input type="checkbox"/> VARIANCE	<input type="checkbox"/> SUBDIVISION	<input type="checkbox"/> MINOR SUBDIVISION
<input type="checkbox"/> SITE PLAN	<input type="checkbox"/> OTHER	

PRESENT ZONING: ELBERT COUNTY R-1

AREA IN ACRES: 2

PROPOSED ZONING: CMU

PRESENT USE: RESIDENTIAL

PROPOSED # OF LOTS (if applicable): N/A

PROPOSED GROSS FLOOR AREA (if applicable): N/A

*PROPERTY OWNER

NAME: TURN 2 DEVELOPMENT, LLC

ADDRESS: [REDACTED]

TELEPHONE #: [REDACTED]

EMAIL: [REDACTED]

SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: PROVIDENCE CONSULTING, LLC

ADDRESS: [REDACTED]

TELEPHONE #: [REDACTED]

EMAIL: [REDACTED]

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

*(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)

Subscribed and sworn to be before me this 4th day of March, 2024
My commission expires

February 23, 2025

Allison Ritter
Notary

ALLISON RITTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024023685
MY COMMISSION EXPIRES FEBRUARY 23, 2025



Development & Construction

March 1, 2024

Dear Town of Elizabeth:

Please accept this annexation and zoning application for the property located at 889 South Elizabeth Street. The land use application involves the annexation of a 2-acre property located in the middle of the Town of Elizabeth. The application also involves zoning the property to Commercial Mixed Use (CMU) at annexation. We believe this proposal makes a lot of sense and are pleased to be working with you on this initial step in the development process.

The subject property is zoned Elbert County R-1 and consists of two residences as well as outbuildings. The property is located at the intersection of two major collectors, County Road 136 and South Elizabeth Street. The property is surrounded by apartments zoned CMU to the north, vacant land zoned Regional Commercial to the northeast, unincorporated, enclaved, residential property to the east, Planned Unit Development residential lots to the south, and Agricultural property to the west.

The subject property is enclaved, as it is surrounded by the corporate limits of the Town of Elizabeth on all sides. That said, the property has 100% contiguity, exceeding the 1/6 minimum contiguity outlined in Colorado Revised Statutes.

The proposed zoning of CMU is consistent with the Town of Elizabeth Comprehensive Plan which outlines mixed use as the recommended future land use designation. Additionally, the comprehensive plan states that "development of new projects in Elizabeth should focus on areas closer to the Town's core as a priority, and avoid the 'urban sprawl' of Elizabeth into the surrounding countryside". Consistent with what's stated in the comprehensive plan, we believe that incorporating this parcel into the Town limits and zoning the property for mixed use is both compatible with the surrounding land area and more sustainable from a future tax and infrastructure standpoint.

Existing well and septic would be abandoned upon development of the subject property, and the property is anticipated to be served by Town of Elizabeth water and sewer. Water and sewer connections both exist within range of the property due to the property being located within the middle of the Town's corporate limits.

While there is no set development plan or timeline at this time, we anticipate moving forward with platting the lot within the Town of Elizabeth once the property is annexed and zoned. Based on the community feedback received, future development is anticipated to involve a childcare facility or similar, compatible use.

We believe that the application meets all applicable Town of Elizabeth criteria and standards. We received good community feedback at our public meeting when discussing bringing this property in, and we find that it is most logical for this enclaved property to be brought into the Town of Elizabeth which will serve to support its tax base. We appreciate your thoughtful review and consideration of approval of our application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Darren Spradling', with a stylized flourish at the end.

Darren Spradling

SPECIAL WARRANTY DEED

State Doc Fee: \$100.00
Recording Fee: \$18.00

THIS DEED is dated the 24th day of May, 2023, and is made between
(whether one, or more than one),

Kimberly F. Basler

the "Grantor" of the County of Elbert and State of Colorado and

Turn 2 Development LLC, a Colorado limited liability company

In Severalty, (whether one, or more than one), the "Grantee", whose legal address is ~~889 South Elizabeth Street~~, Elizabeth, CO 80107 of the County of Elbert and State of Colorado. *P.O. Box 2586*

WITNESS, that the Grantor, for and in consideration of the sum of **One Million Dollars and No Cents (\$1,000,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Elbert and State of Colorado described as follows:

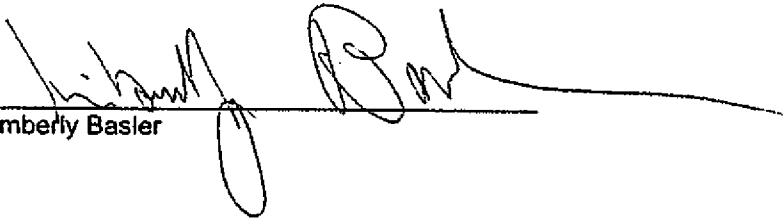
A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows: Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

also known by street address as: 889 South Elizabeth Street, Elizabeth, CO 80107

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree that the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a).

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

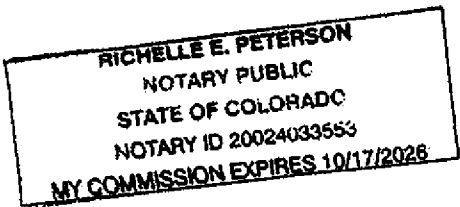

Kimberly Basler

State of Colorado
County of Douglas

The foregoing instrument was acknowledged before me this 24th day of May, 2023 by Kimberly Basler.

Notary Public:

My Commission Expires: *10/17/2026*





Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

Fax:

Date: March 1, 2024

Property Address: 899 South Elizabeth Street, Elizabeth, CO 80107

Buyer/Borrower: Turn 2 Development LLC, a Colorado limited liability company

Please direct all Closing inquiries to:

Rikki Peterson

Phone:

Fax:

Email Address:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY 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.

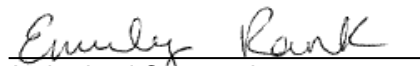
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY,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


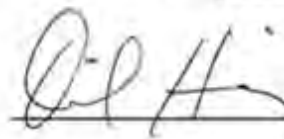
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance and the name of the Proposed Insured.

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



Authorized Countersignature
Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134


Frederick H. Eppinger
President and CEO
David Hisey
Secretary

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File No.: 2260134 -IO

ALTA Commitment for Title Insurance (07-01-2021)

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 countersignature 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 is not liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4



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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment for Title Insurance (07-01-2021)

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment for Title Insurance (07-01-2021)

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UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Company
Issuing Office: 10851 S. Crossroads Dr., Suite B, Parker, CO 80134
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2260134 -IO
Issuing Office File Number: 2260134 -IO
Property Address: 899 South Elizabeth Street, Elizabeth, CO 80107
Revision Number:

1. **Commitment Date:** February 29, 2024 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy

Proposed Insured: Turn 2 Development LLC, a Colorado limited liability company

(b) ALTA® _____

Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

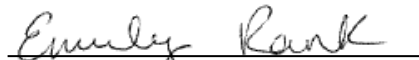
4. **The Title is, at the Commitment Date, vested in:**

Turn 2 Development LLC, a Colorado limited liability company

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Informational Title Commitment

\$750.00

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File No.: 2260134 -IO

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 5



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows: Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

For Informational Purposes Only: 899 South Elizabeth Street, Elizabeth, CO 80107

APN: 8513100118, R109423

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

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.
5. NONE.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

FOR INFORMATIONAL PURPOSES ONLY:

Vesting:

Warranty Deed recorded June 1, 2023, [in Book 835 at Page 820 as Reception No. 627088](#).
Statement of Authority recorded June 1, 2023 [in Book 835 at Page 821 as Reception No. 627089](#).

Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review Prior to closing.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 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.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. The effect, tax, assessment, fee or charge by reason of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
10. Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts ; (2) right of the proprietor of any vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in U.S. Patent [Document No. 15703](#), BLM Serial No. CO0460_.072, issued January 5, 1892 to Friederick Tiedemann, as posted in the Bureau of Land Management, General Land Office Records and recorded November 14, 1874 [in Book 1 at Page 285](#).

This page is only a part of a 2021 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 a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2260134 -IO

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 4 of 5



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

11. Plateau Natural Gas Company Right-of-Way recorded March 6, 1963 [in Book 251 at Page 193 as Reception No. 175427](#) and Conveyance of Easements and Rights-of-Way recorded January 19, 1970 [in Book 271 at Page 451 as Reception No. 187901](#).
12. Existing unrecorded leases, if any.

This page is only a part of a 2021 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 a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2260134 -IO

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 5 of 5



SELLERS:

BUYERS: Turn 2 Development LLC, a Colorado limited liability company

PROPERTY: 899 South Elizabeth Street, Elizabeth, CO 80107

DATE: _____, 2024

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule

Processing/Verification Fee:

Per Escrow File\$30.00

E-Recording Fee:

Per Document.....\$5.00

Government Recording Fees:

Per Document Fees

1st Page \$13.00

Each Additional Page..... \$ 5.00

DISCLOSURES

File No.: 2260134 -IO

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR

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

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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.

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "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 your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS - PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- ▶ Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.



TOWN OF ELIZABETH
COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT B



REFERRAL RESPONSE SUMMARY REPORT

Date: April 18, 2024

To: Grace Erickson, Providence Consulting, LLC

From: Alexandra Cramer, Planner/Project Manager

Subject: A 2-acre parcel located in unincorporated Elbert County, requesting to annex into the Town of Elizabeth and rezone to CMU, Commercial Mixed-Use District

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your Annexation and Rezone submittals. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at [REDACTED] or via email at [REDACTED] if you have any questions.

TOWN REVIEW COMMENTS

Town of Elizabeth Community Development

- The proposed annexation and rezoning to the Commercial Mixed Use (CMU) District represents a logical and compatible progression for the site in question. Surrounded by incorporated Town properties to the north, south, and west, the proposed change will have no significant adverse impact on neighboring areas.
- The CMU district aligns with the existing landscape, considering the commercial properties on the north end of the street, multi-family housing directly north of the site, and the surrounding single-family homes to the south, east, and west. This compatibility underscores the suitability of the CMU designation for fostering balanced growth and development within the community.

Terracina Design (Civil Engineering):

- The requested application for Annexation and Re-zone does not require any form of Grading or Drainage analysis, and as such Engineering has no comments relative to this application.
- For use in future applications, it is noted that additional street right of way may be required along the North, East and South sides of this property, as may be determined by the Town Traffic Engineer.

Elizabeth Public Works:

- Public Works can serve Water and Sanitary Sewer Services to 889 S Elizabeth St.
- Water tie-in point is in S Elizabeth St.
- Sanitary Sewer tie-in point is in S Elizabeth St.(northeast corner of 889 S Elizabeth St
- Visit Town website at townofelizabeth.org, search under Public Works then Documents and Specifications for:
 - Water and Sewer Standards



- Street Standards
- GESC Standards
- Storm Water Standards

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative:

- CORE Electric Cooperative approves the Annexation and Rezone.
- CORE has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:
 - CORE has existing underground/overhead electric facilities on the subject property. CORE will maintain these prescriptive rights and facilities unless otherwise requested by the applicant to modify them under the CORE's current extension policies.

Black Hills Energy

- No comment.

Stolfus & Associates:

- At time of platting: Verify the existing right-of-way (ROW) from centerline west to the subject property line. The desired ROW for Elizabeth St (arterial roadway) is 90-ft. If less than 45-ft of existing ROW exists west of centerline then the applicant shall dedicate ROW along the property frontage to make up the difference.
- The applicant will share an access point with the neighboring property to the north.
- Please provide a traffic memo at site plan. The traffic memo shall include:
 - the results of an existing traffic count,
 - a traffic generation estimate for the proposed use(s)
 - an evaluation of existing and post-development traffic volumes at the proposed access point, and
 - a recommendation regarding the need for auxiliary lanes.

Elizabeth Fire Protection District:

- Access:
 - Will be addressed at site plan review.
- Fire Flow:
 - Fire flow will be required through the Town hydrant system and will be assessed at the site plan and building plans for the property.
- Impact Fees:
 - Impact fees will be collected before issuance of building permit.
- A review fee of \$142.00 is due upon receipt.

SAFEbuilt:



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

- Project will be reviewed per the 2018 IBC family of codes as adopted by the Town of Elizabeth.

Elizabeth School District

- No comment.

Elizabeth Police Department

- The Police Department has no issue with the annexation. There is no impact in providing police services.

Elbert County Community Development

- Elbert County Planning Department has no concerns on the parcel annexation and rezone.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT C

AFFIDAVIT

I, Gabe Erickson, hereby certify that on July 11, 2024, I began researching the notices with the Elbert County Office of the County Assessor by submitting a Radius Report Application, see Exhibit 1, *Radius Report Application*, attached hereto. The attached list was received from the Elbert County Office of the County Assessor on July 15, 2024, see Exhibit 2, *Owner and Addressses*, and contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the County within the area described and for a distance of five-hundred feet (500') from the exterior boundaries of property legally described as:

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P M., County of Elbert, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

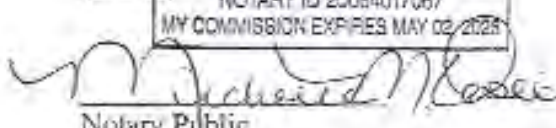

Signature

STATE OF COLORADO)
COUNTY OF Elbert) ss

Subscribed and sworn to before me this 16 day of July, 2024, by
Michelle M. Oeser

My commission expires: May 2, 2026

(SEAL) MICHELLE M OESER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084017067
MY COMMISSION EXPIRES MAY 02, 2026


Notary Public



Radius Report Application

This report generates a list of owners and there addresses within a certain distance (radius) of a given property boundary. The distance from the boundary is either 500' or a 1320' (1/4 mile).

Date	07/11/2024
Owner Name	Turn 2 Development, LLC
Owner Phone	[REDACTED]
Is applicant the owner?	No
Applicant	Providence Consulting, LLC
Applicant Phone	[REDACTED]
Email Address	[REDACTED]
Is the report for a single parcel, multiple parcels, or driven from a GIS shape/GDB file?	
Report Type	Single Parcel
Property Identification	Situs Addr
Street Address	889 South Elizabeth Street, Elizabeth CO 80107
Radius	500'
<p>There is a \$25 charge for this report. This covers the cost to develop the report. The results will be sent via the email address listed above. If you wish to use the online payment center, please click on the link below and select Radius Report:</p> <p>Online payment Center</p>	
Paid	No

If payment is not received at the time of the application submittal, an invoice will be sent. The report will not be sent until payment has been received.

Signature 

Phone: (303) 621-3101

Address: 221 Comanche Street

P.O. Box 26

Kiowa, CO 80117

Email: assessor@elbertcounty-co.gov

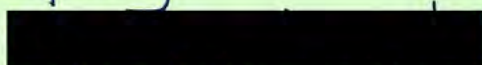
Website: <https://www.elbertcounty-co.gov/264/Assessor>

Exhibit 2

	A	B	C	D	E	F
1	Account Nu	Owner	Address 2	City	State	ZipCode
2	R108869	ELIZABETH TOWN BOARD		ELIZABETH	CO	80107-0159
3	R121908	JOHNSON JUSTIN MATTHEW		ELIZABETH	CO	80107
4	R121908	JOHNSON TAWAN		ELIZABETH	CO	80107
5	R122267	CONNER GRADY		ELIZABETH	CO	80107
6	R122267	CONNER SONOMA		ELIZABETH	CO	80107
7	R122292	KNAPP ZANE ROBERT POWELL		ELIZABETH	CO	80107
8	R122292	KNAPP LAURA MARIE		ELIZABETH	CO	80107
9	R118753	NEIGHBORHOOD CARWASH AURORA LLC		CENTENNIAL	CO	80112
10	R108924	JUERGENS JEFFERY TAYLOR		ELIZABETH	CO	80107
11	R109453	DIESS MICHAEL A		ELIZABETH	CO	80107
12	R109453	TRUJILLO BERTHA E		ELIZABETH	CO	80107
13	R122315	ANDERSON ANGELA DAWN		ELIZABETH	CO	80107
14	R122315	ANDERSON MICHAEL SHANE		ELIZABETH	CO	80107
15	R122309	COMEAX JONAH JOEL		ELIZABETH	CO	80107
16	R122309	PAULSON EMILY REBEKAH		ELIZABETH	CO	80107
17	R121905	SWEETBRIAR HOMES INC		ELIZABETH	CO	80107
18	R122307	RABIDEAU TYLER SCOT		ELIZABETH	CO	80107
19	R122307	RABIDEAU HANNAH JEAN		ELIZABETH	CO	80107
20	R122311	SILZ HALEIGH ELIZABETH		ELIZABETH	CO	80107
21	R122311	CLAWSON BRIAN DANIEL		ELIZABETH	CO	80107
22	R122310	LOPEZ AUSTIN BLAKE HALL		ELIZABETH	CO	80107
23	R122310	COFFIN KENDRA JUNE		ELIZABETH	CO	80107
24	R122218	GOLD CREEK VALLEY HOMEOWNERS ASSOCIATION INC		CASTLE ROCK	CO	80109-1540
25	R122265	ARMSTRONG JOURNEY CORINNE		ELIZABETH	CO	80107
26	R122265	ARMSTRONG BRIAN CHRISTOPHER		ELIZABETH	CO	80107
27	R118754	GOODHUE ROGER D		FRANKTOWN	CO	80116
28	R122304	HACKETT SARAH KAY		ELIZABETH	CO	80107
29	R122304	HACKETT WADE ALLEN		ELIZABETH	CO	80107
30	R108865	PAULSON ROBERT D		ELIZABETH	CO	80107
31	R122302	SCIFO NICHOLAS G		ELIZABETH	CO	80107
32	R122302	SCIFO JULIE M		ELIZABETH	CO	80107

	A	B	C	D	E	F
33	R122266	HARPER SHAWN DOUGLAS		ELIZABETH	CO	80107
34	R121909	SPRADLING CORY		ELIZABETH	CO	80107
35	R121909	KRUEGER LINDA A		ELIZABETH	CO	80107
36	R121907	SWEETBRIAR HOMES INC		ELIZABETH	CO	80107
37	R109452	WILLIAMS STACY L		ELIZABETH	CO	80107
38	R122300	LAMB JOSHUA WILLIAM		ELIZABETH	CO	80107
39	R122300	LAMB NICOLE ALEXANDRA		ELIZABETH	CO	80107
40	R109423	TURN 2 DEVELOPMENT LLC		ELIZABETH	CO	80107
41	R122293	ALEXANDER SAMUEL LEE		ELIZABETH	CO	80107
42	R122293	ALEXANDER WHITNEY MAE		ELIZABETH	CO	80107
43	R122268	PROKOP PAMELA MEADOWS		ELIZABETH	CO	80107
44	R122305	SPERRY CORI CUSACK		ELIZABETH	CO	80107
45	R122305	SPERRY SHANE WILLIAM		ELIZABETH	CO	80107
46	R122319	SETYAN NORAYR NICK		ELIZABETH	CO	80107
47	R122319	SETYAN TAMARA		ELIZABETH	CO	80107
48	R122319	SETYAN ASHOT		ELIZABETH	CO	80107
49	R108866	HERNANDEZ RANDY		ELIZABETH	CO	80107
50	R121910	EDWARDS JEREMIAH DANIEL		ELIZABETH	CO	80107
51	R121910	EDWARDS KRISTIN		ELIZABETH	CO	80107
52	R122317	SCOTT ALICIA MARIE		ELIZABETH	CO	80107
53	R108873	TOWN OF ELIZABETH		ELIZABETH	CO	80107-0159
54	R108873	(ELIZABETH WATER ACTIVITY ENTERPRISE)		ELIZABETH	CO	80107-0159
55	R122316	LIEMMERTZ MELISSA		ELIZABETH	CO	80107
56	R122303	DOUGHERTY BRUCE RAY		ELIZABETH	CO	80107
57	R122318	COYLE DANIEL RICHARD		ELIZABETH	CO	80107
58	R122318	COYLE MEGAN RENEE		ELIZABETH	CO	80107
59	R122301	SANDOVAL JAMES BEN III		CASTLE ROCK	CO	80109
60	R122301	SAMS RACHEL NICOLE		CASTLE ROCK	CO	80109
61	R122314	NIGGEMANN NORTON JENNIFER		ELIZABETH	CO	80107
62	R122314	NIGGEMANN KARL DEWAYNE		ELIZABETH	CO	80107
63	R108872	TOWN OF ELIZABETH		ELIZABETH	CO	80107-0159
64	R108872	(ELIZABETH WATER ACTIVITY ENTERPRISE)		ELIZABETH	CO	80107-0159

	A	B	C	D	E	F
65	R122299	WARNER RALPH STEVEN	S [REDACTED] Y CT	ELIZABETH	CO	80107
66	R122299	WARNER KAREN JOY	[REDACTED] Y CT	ELIZABETH	CO	80107
67	R122306	ALBERS DESIREE MARIE	[REDACTED] Y CT	ELIZABETH	CO	80107
68	R122306	ALBERS TIMOTHY LARRY	[REDACTED] Y CT	ELIZABETH	CO	80107
69	R109424	ELLIOTT STEVEN R	[REDACTED]	CENTENNIAL	CO	80122
70	R109424	ELLIOTT LINDA K	[REDACTED]	CENTENNIAL	CO	80122
71	R122312	ROBERTS ALLIE	[REDACTED]	ELIZABETH	CO	80107-8650
72	R122312	ROBERTS DANIEL	6 [REDACTED]	ELIZABETH	CO	80107-8650

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X </p> <p>B. Received by (Printed Name) C. Date of Delivery</p>	
1. Article Addressed to: Sperry  Elizabeth, CO 80107  9590 9402 8395 3156 2367 42		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 	
2. Article Number (Transfer from service label) 7022 3330 0000 6847 0074		3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X </p> <p>B. Received by (Printed Name) C. Date of Delivery</p>	
1. Article Addressed to: Setyan  Elizabeth, CO. 80107  9590 9402 8395 3156 2366 81		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 	
2. Article Number (Transfer from service label) 7022 3330 0000 6847 0012		3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X </p> <p>B. Received by (Printed Name) C. Date of Delivery</p>	
1. Article Addressed to: Knapp  Elizabeth, CO. 80107  9590 9402 8395 3156 2369 19		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 	
2. Article Number (Transfer from service label) 7022 3330 0000 6847 0234		3. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Emily Paulson
[REDACTED]
Elizabeth, Co. 80107



9590 9402 8395 3156 2368 10

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0166

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JUL 29 2024

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jonah Comeaux
[REDACTED]
Elizabeth, Co. 80107



9590 9402 8395 3156 2370 84

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0395

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JUL 29 2024

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Roger Goodhue
[REDACTED]
Elizabeth, Co. 80107



9590 9402 8395 3156 2369 64

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0302

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

7-27-24

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brian Armstrong
[REDACTED]
Elizabeth CO 80107



9590 9402 8395 3156 2371 14

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0449

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Brian C Armstrong

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hackett
[REDACTED]
Elizabeth, CO. 80107



9590 9402 8395 3156 2369 88

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0289

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

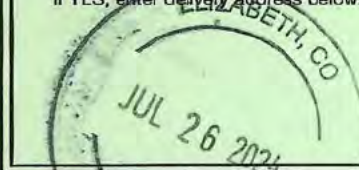
- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Sarah Hackett

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Paulson
[REDACTED]
Elizabeth, CO. 80107



9590 9402 8395 3156 2368 34

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0159

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

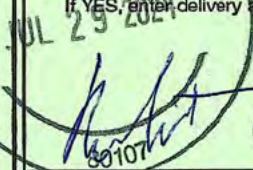
- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Robert Paulson

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No



3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Warner
[Redacted]
Elizabeth CO 80107



9590 9402 8395 3156 2367 04

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0036

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

R. Steven Warner

☐ Agent☐ Addressee

B. Received by (Printed Name)

R STEVEN WARNER

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael Dress

[Redacted]

Elizabeth, CO 80107



9590 9402 8395 3156 2370 46

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0364

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Mike Dress

☐ Agent☒ Addressee

B. Received by (Printed Name)

MIKE DRESS

C. Date of Delivery

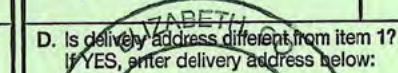
7-19-24

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Johnson

[Redacted]

Elizabeth, CO 80107



9590 9402 8395 3156 2369 33

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0258

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Justin Johnson

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Steven Elliott

Centennial, Co. 80122



9590 9402 8395 3156 2369 95

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0319

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x [Signature]

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Linda Elliott

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JUL 20 2024

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Williams

Elizabeth, Co
80107

9590 9402 8395 3156 2366 98

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0029

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x [Signature]

- ☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

7-19-24

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Linda Krueger

Elizabeth, Co. 80107



9590 9402 8395 3156 2369 02

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0227

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x [Signature]

- ☐ Agent
☒ Addressee

B. Received by (Printed Name)

Linda Krueger

C. Date of Delivery

7/19/2024

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Town of Elisabeth
 [Redacted]
 Eliz Water ent.

Elisabeth Co 80107



9590 9402 8395 3156 2371 38

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0401

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature] ☐ Agent
☒ Addressee

B. Received by (Printed Name)

Harmony Malakowski 7/19/24

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Berkna Trujillo
 [Redacted]
 Elisabeth, Co. 80107



9590 9402 8395 3156 2367 11

2. Article Number (Transfer from service label)

7022 3330 0000 6847 004300

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature] ☐ Agent
☒ Addressee

B. Received by (Printed Name)

MIKE DIES 7-19-24

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lamb
 [Redacted]
 Elisabeth, Co. 80107



9590 9402 8395 3156 2368 96

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0210

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature] ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input checked="" type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Randy Hernandez

Elizabeth, Co. 80107



9590 9402 8395 3156 2371 52

2. Article Number (Transfer from service label)

9589 0710 5270 0180 3025 02

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ELIZABETH, CO

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Insured Mail
Insured Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

pamela Prokop

Elizabeth, Co 80107



9590 9402 8395 3156 2368 27

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0142

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JUL 24 2024

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Shawn Harper

Elizabeth, Co. 80107



9590 9402 8395 3156 2369 57

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0272

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SIGN POSTING AFFIDAVIT



Elizabeth Street



CR 136

The above sign was posted on July 22, 2024, pursuant to the Town of Elizabeth Land Development Code, by Turn 2 Development, LLC (Applicant).

[Signature]
Signature

STATE OF COLORADO)
COUNTY OF Denver) ss.

Subscribed and sworn to before me this 23rd day of July, 2024, by Ragan Pace

My commission expires: January 11th, 2027

(SEAL)



[Signature]
Notary Public

WA COMMISSION EXPIRES JAN 11 2022
NOTARY ID 30134018383
NOTARY PUBLIC - STATE OF COLORADO
KATHY DACE

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

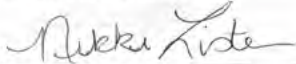
I, Nikki Lister, do solemnly affirm that I am the Publisher of RANCHLAND NEWS; that the same is a weekly newspaper published at Simla, County of Elbert, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Elbert for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for ONE successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

July 4, 2024

and the last publication of said notice was in the issue of said newspaper dated;

July 4, 2024

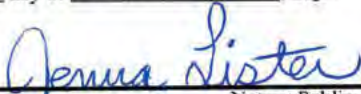
and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.



Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

4 day of July, 2024, 2024


Notary Public

February 20, 2028

(My Notary Public Commission Expiration Date)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning an initial zoning request to the Commercial Mixed Use (CMU) District for the property described in Exhibit A and located at 889 S Elizabeth Street, pursuant to the Town of Elizabeth Land Development Ordinance.

A public hearing is to be held before the Planning Commission on August 6, 2024 at 6:30 p.m. and a public hearing before the Board of Trustees on August 27, 2024 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event these hearings are adjourned. Further information is available through the Town Community Development Department at (303) 646-4166.

ALL INTERESTED PERSONS MAY ATTEND. EXHIBIT A (legal description) A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows: Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

Published July 4, 2024
In Ranchland News
Legal No. 199

JENNIFER LISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244007249
MY COMMISSION EXPIRES FEBRUARY 20, 2028