

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

Request for Comments

Case Name: Krebs Lot Width Variance

Case Number: VSP2026-00002

January 22, 2026

The Adams County Planning Commission is requesting comments on the following application: **Variance to allow a lot width of 30 feet where the required minimum lot width is 65 feet within the Residential-1-C zone district.** This request is located at 3361 W 55TH AVE. The Assessor's Parcel Number is 0182517203005.

Applicant Information: JAY EARL KREBS
3361 WEST 55TH AVENUE

Please forward any written comments on this application **by February 17th, 2026** to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to SRohren@adamscountyco.gov.

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

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

Thank you for your review of this case.

Stephanie Rohren
Planner II

BOARD OF COUNTY COMMISSIONERS

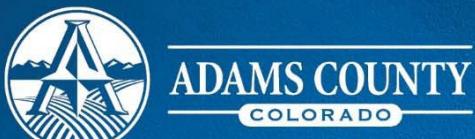
Julie Duran Mullica
DISTRICT 1

Kathy Henson
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



VARIANCE

Community & Economic Development Department
Planning & Development

4430 S. Adams County Pkwy., 1st Floor, Suite W2000B

Brighton, CO 80601-8218

Phone: 720.523.6800

Website: adcogov.org

A variance is a means whereby the literal terms of these standards and regulations need not be applied if there are practical difficulties or unnecessary hardships associated with the subject site. In granting a variance, the spirit of these standards and regulations shall be observed, public safety and welfare secured, and substantial justice done.

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

Development Application Form (pg. 3)

Written Narrative

Site Plan

Proof of Ownership (warranty deed or title policy)

Proof of Water and Sewer Services

Legal Description

Statement of Taxes Paid

Number of Variance Requests:

A variance may only be approved from the dimensional requirements, performance standards, and other special physical requirements contained in the Adams County development standards and regulations.

Type of Variance Request:	# of Requests:
Setback:	
Height:	
Lot Coverage:	
Other:	

Application Fees:	Amount:
Variance	\$500-residential \$700-non-residential *\$100 per each additional request

Guide to Development Application Submittal

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

Written Narrative:

- A written explanation of the project including the existing and proposed zone district and proposed use of the property.

Scaled Site Plan:

- A site plan prepared to-scale showing at minimum: the request, any existing or proposed structures, existing and proposed setbacks of structures, any hardship, location of well, location of septic field, location of easements, surrounding rights-of-way, north arrow.
- Site plan may be hand-drawn.

Proof of Ownership (warranty deed or title policy):

- A deed may be found in the Office of the Clerk and Recorder; or
- A title commitment is prepared by a professional title company

Proof of Water and Sewer:

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

Legal Description:

- Geographical description used to locate and identify a property.

Statement of Taxes

- All taxes on the subject property must be paid in full. Please contact the Adams County Treasurer's Office.
- Or adcotax.com

Community & Economic
Development Department
www.adcogov.org



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

PROJECT NAME:

APPLICANT

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

OWNER

Name(s): Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

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

Name: Phone #:

Address:

City, State, Zip:

2nd Phone #: Email:

DESCRIPTION OF SITE

Address:	<input type="text"/>
City, State, Zip:	<input type="text"/>
Area (acres or square feet):	<input type="text"/>
Tax Assessor Parcel Number	<input type="text"/>
Existing Zoning:	<input type="text"/>
Existing Land Use:	<input type="text"/>
Proposed Land Use:	<input type="text"/>

Have you attended a Conceptual Review? YES NO

If yes, please list PRE#:

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

Name: Date:

Owner's Printed Name

Name:



Owner's Signature

WHAT IS A VARIANCE *and when may it be requested?*

When a property owner cannot use their property in a way that meets the Adams County Development Standards & Regulations, a variance may be requested to allow the property owner to be exempt from one or more land use regulations.

A VARIANCE MAY BE REQUESTED FOR:

- ✓ Dimensional requirements
- ✓ Performance standards
- ✓ Other special physical requirements

A VARIANCE MAY NOT BE REQUESTED FOR:

- ✗ Change in use
- ✗ Change in zoning
- ✗ Amending a Planned Unit Development (PUD)
- ✗ Relief from airport overlays

How long does a VARIANCE LAST?

A variance runs with the land. If a variance is granted, a building permit must be obtained within one year.

1
YEAR

VARIANCE APPLICATION

Contact the E-Permit Center at
epermitcenter@adcogov.org or visit their website:

epermits.adcogov.org

For more information, please contact:
cedd-pod@adcogov.org | 720.523.6800

VARIANCE REQUESTS

in Adams County



STAY CONNECTED

4430 S. Adams County Pkwy., Brighton, CO 80601

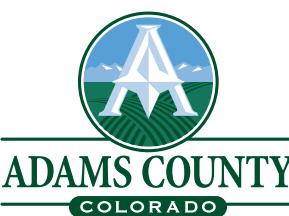
 /AdamsCountyGov

 @AdamsCountyGov

 Public Agencies

 /AdamsCountyCo

Adcogov.org



What are the criteria for APPROVAL?

A variance application is evaluated based upon the following criteria of approval (**Sec. 2-02-23-06**):

- 1 There is a physical hardship specific to the lot.
- 2 The property owner is being deprived of a right that's commonly enjoyed by other lots in the same zone district.
- 3 The variance doesn't give a special privilege to the applicant.
- 4 The property cannot be reasonably developed in conformity of the regulations.
- 5 The circumstances that cause the need for a variance are not self-imposed.
- 6 The proposal is harmonious with the neighborhood and compatible with the purpose of the regulations.
- 7 The public good and safety is not impaired.
- 8 The proposed use is allowed in the zone district and doesn't further a non-conforming use.

What is the variance REVIEW PROCESS?

APPLICATION SUBMITTAL

Application is submitted to the E-Permit Center. You can contact this office at epermitcenter@adcogov.org or visit their website at epermits.adcogov.org.

E-Permit Center

FIRST REVIEW

35 calendar days for staff review and agency referral (school districts, fire districts, Colorado Department of Public Health & Environment etc.). Neighbors are also notified of the application at this time and are given the opportunity to make comments. At the end of this review period, a meeting is scheduled with the applicant to go over the review comments.

35 calendar days for the first review

EACH ADDITIONAL REVIEW

21 days. If a resubmittal is required, the application will undergo an additional round of review. This may happen several times depending on the quality of each submittal.

21 calendar days for each additional review

The variance process can take three months or longer, depending on the number of resubmittals and available Board of Adjustment hearing dates.

3
MONTHS+

BOARD OF ADJUSTMENT (BOA) HEARING

BOA hearings are scheduled on the first and third Thursday of every month at 6 p.m. and are scheduled four weeks in advance. All review comments need to be resolved prior to scheduling the public hearing.

First & Third THURSDAY of every month BOA hearings are scheduled

BOA MAY VOTE TO...



Approve.

The variance is valid upon approval by the BOA.



Approve with conditions.

The BOA may attach special conditions to the variance to make sure no special privileges are being granted to the applicant.



Deny.

If a building permit is not issued within one year of the variance approval or the use associated with the variance has not been established, the variance will expire. Extensions may be requested — see **Sec. 2-02-23-10**.

1
YEAR



January 13, 2026

Community & Economic Development
4430 S. Adams County Parkway
Brighton, CO 80601

Krebs Subdivision

To whom it may concern,

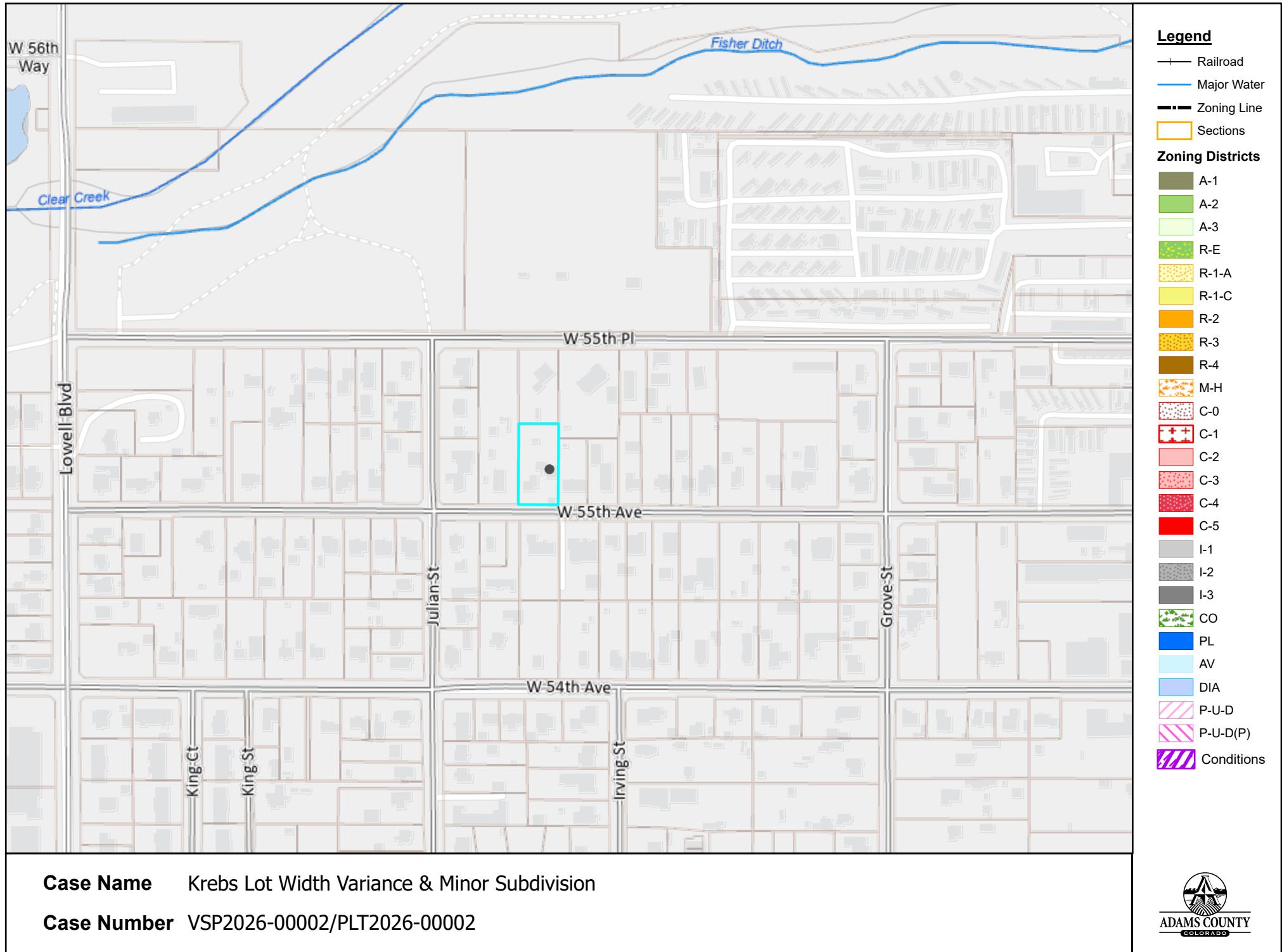
Jay Earl Krebs and Cynthia L. Krebs are the owners of Lot 20, Except the North 195 Feet Thereof, Lincoln Manor, located at 3361 and 3365 W 55th Ave in unincorporated Adams County. The property is zoned R-1-C, which requires a minimum lot width of 65'. The owners wish to subdivide their property with a 'flag lot' configuration to create two new lots with 65' and 30' lot widths. This request is consistent with other 'flag lots' in the area. The owners would grant the new lot at 3365 W 55th Ave to their daughter and son-in-law, who would demolish the existing structures shown on the submitted Conceptual Site Plan. They would then plan to build a new single family structure on that lot.

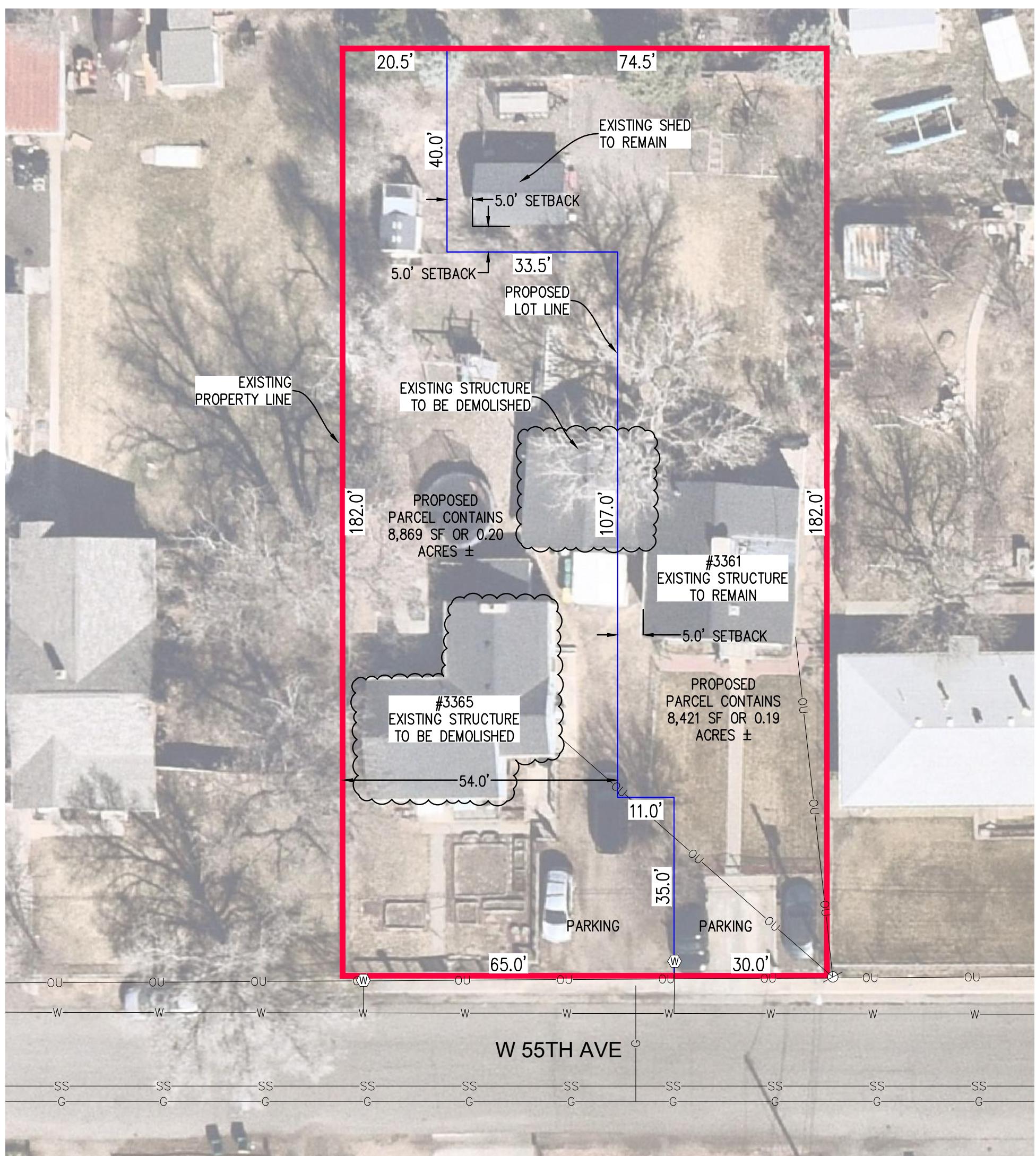
Please contact me if you have any questions or require additional information at amurphy@hkseng.com or 303-623-6300.

Sincerely,
HARRIS KOCHER SMITH

A handwritten signature in blue ink, appearing to read 'amj'.

Aaron Murphy, PLS
Sr. Vice President



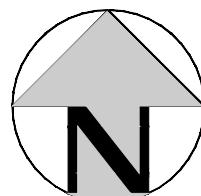


ADDRESS: 3361 & 3365 W 55TH AVE
 PARCEL NUMBER: 0182517203005
 ZONING: RESIDENTIAL-1-C
 OWNER: KREBS JAY E AND KREBS CYNTHIA L

LEGAL DESCRIPTION:
 PLOT 20, EXCEPT THE NORTH 195 FEET THEREOF,
 LINCOLN MANOR,
 COUNTY OF ADAMS,
 STATE OF COLORADO

LEGEND

- OU APPROX. LOCATION OF UTILITY POLE
- W APPROX. LOCATION OF WATER METER
- W APPROX. OVERHEAD UTILITY LINE
- W APPROX. WATER LINE
- SS APPROX. SANITARY SEWER LINE
- G APPROX. GAS LINE



NOTE:
 THIS SKETCH PLAN DOES NOT REPRESENT AN IMPROVEMENT SURVEY.
 IT IS INTENDED ONLY FOR PRELIMINARY PLANNING PURPOSES.

20 0 20 40
 SCALE: 1" = 20'



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **K70888186**

Date: **12/12/2025**

Property Address: **3361 AND 3365 WEST 55TH AVENUE, DENVER, CO 80221**

For Closing Assistance

Buyer/Borrower

A BUYER TO BE DETERMINED

Delivered via: No Commitment Delivery

Seller/Owner

JAY EARL KREBS - INDIVIDUAL

Attention: JAY EARL KREBS AND CYNTHIA L.
KREBS

Delivered via: Electronic Mail

For Title Assistance

Land Title Residential Title Team
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4141 (Work)
(303) 393-4823 (Work Fax)
response@ltgc.com
Company License: CO44565

Seller/Owner

CYNTHIA L. KREBS

Delivered via: No Commitment Delivery



Estimate of Title Fees

Order Number: K70888186

Date: 12/12/2025

Property Address: 3361 AND 3365 WEST 55TH AVENUE, DENVER, CO 80221

Seller(s): JAY E. KREBS AND CYNTHIA L. KREBS

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$436.00
TOTAL	\$436.00

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the documents on your property.

Chain of Title Documents:

- [Adams county recorded 03/04/1991 at book 3755 page 154](#)
- [Adams county recorded 05/02/1989 at book 3559 page 725](#)
- [Adams county recorded 04/19/1971 at book 1686 page 49](#)
- [Adams county recorded 12/02/1969 at book 1562 page 185](#)
- [Adams county recorded 02/01/1949 at book 369 page 122](#)
- [Adams county recorded 05/14/1940 at book 263 page 36](#)

Plat Map(s):

- [Adams county recorded 06/14/1921 at book 1 page 72](#)

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: K70888186

Property Address:

3361 AND 3365 WEST 55TH AVENUE, DENVER, CO 80221

1. Effective Date:

12/08/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment	\$0.00
Proposed Insured:	
A BUYER TO BE DETERMINED	

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

JAY E. KREBS AND CYNTHIA L. KREBS

5. The Land referred to in this Commitment is described as follows:

PLOT 20, EXCEPT THE NORTH 195 FEET THEREOF, LINCOLN MANOR, COUNTY OF ADAMS, STATE OF COLORADO.

Copyright 2006-2025 American Land Title Association. All rights reserved.

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part I
(Requirements)

Order Number: K70888186

All of the following Requirements must be met:

This 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.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

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.

1. RELEASE OF DEED OF TRUST DATED AUGUST 10, 2009 FROM JAY E. KREBS AND CYNTHIA L. KREBS TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION ND TO SECURE THE SUM OF \$20,570.00 RECORDED SEPTEMBER 15, 2009, UNDER RECEPTION NO. **2009000068868**.

NOTE: NO INDEMNITY IS AVAILABLE. THE ABOVE DEED OF TRUST APPEARS TO BE A LINE OF CREDIT. IF THE LOAN HAS BEEN PAID IN FULL AND A RELEASE CANNOT BE OBTAINED BEFORE CLOSING, THE COMPANY WILL ACCEPT A ZERO BALANCE PAYOFF LETTER FROM THE LENDER. THE LETTER MUST STATE THAT THE LOAN HAS BEEN PAID IN FULL AND THE ACCOUNT IS CLOSED. IT MUST ALSO CONTAIN AN ACCOUNT NUMBER THAT MATCHES THE ACCOUNT NUMBER ON THE RECORDED DEED OF TRUST, OR THE RECEPTION NUMBER OF THAT DEED OF TRUST.

2. RELEASE OF DEED OF TRUST DATED JANUARY 31, 2012 FROM JAY E. KREBS AND CYNTHIA L. KREBS TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION ND TO SECURE THE SUM OF \$46,239.00 RECORDED FEBRUARY 16, 2012, UNDER RECEPTION NO. **2012000011757**.

NOTE: THE ABOVE DEED OF TRUST SECURES A LINE OF CREDIT.

3. WARRANTY DEED FROM JAY E. KREBS AND CYNTHIA L. KREBS TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN A FINAL AFFIDAVIT AND AGREEMENT AT CLOSING.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule B, Part II
(Exceptions)

Order Number: K70888186

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any 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.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF LINCOLN MANOR RECORDED JUNE 14, 1921 IN PLAT BOOK 1 AT PAGE 72.
9. TERMS, CONDITIONS AND PROVISIONS OF TEMPORARY CONSTRUCTION EASEMENT AND RIGHT-OF-ENTRY RECORDED JANUARY 04, 2024 UNDER RECEPTION NO. 2024000000612.



Commitment For Title Insurance Issued by Land Title Insurance Corporation

NOTICE

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

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

THE 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, Land Title Insurance Corporation, A Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or not easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

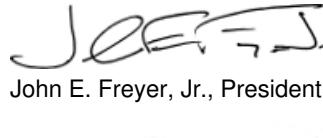
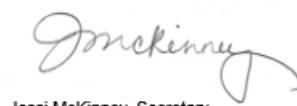
Issued by:

Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
(303)321-1880



Craig B. Rants, Senior Vice President

Land Title Insurance Corporation
P.O.Box 5645
Denver, Colorado 80217
(303)331-6296


John E. Freyer, Jr., President
Jessi McKinney, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. 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 counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Land Title Guarantee Company Disclosure Statements

Note: Pursuant to CRS 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 will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The 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: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 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 Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 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 material-men 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 un-filed mechanic's and material-men'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 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.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (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 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: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy

policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Affiliated Business Arrangement Disclosure Statement

PROPERTY ADDRESS: 3361 AND 3365 WEST 55TH AVENUE, DENVER, CO 80221

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

This is to give you notice that Land Title Guarantee Company has a business relationship with Land Title Insurance Corporation due to the common ownership of Land Title Guarantee Company and Land Title Insurance Corporation. Because of this arrangement, the referral may provide Land Title Guarantee Company a financial or other benefit.

Set forth below are the estimated charges or range of charges for each of the services You are NOT required to use the listed provider as a condition for your settlement of the purchase and sale of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT 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 THOSE SERVICES

Provider	Type of settlement service provided	Range of charges
Land Title Insurance Corporation	Owner's policy of title insurance	Rates are based on the amount of insurance coverage and other factors. Rates range from \$522 to \$2,964. Credits may be available.
Land Title Insurance Corporation	Loan policy of title insurance	Rates are based on the amount of insurance coverage and range from \$350 to \$575.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that I/we Land Title Guarantee Company is referring me/us to the above described services. There may be a financial benefit as a result of this referral.

Seller(s)

Buyer(s)

JAY E. KREBS

A BUYER TO BE DETERMINED

CYNTHIA L. KREBS



BILLING DATE

12/9/2025

ACCOUNT NUMBER

1655810000

CUSTOMER ID

4691910000

DUE DATE

Dec 30, 2025

AMOUNT DUE

\$36.26

Account Summary

Previous Balance	40.56
Payment Received - 12/1/25	Thank You
Current Charges	36.26

Automatic Payment Amount**\$36.26**

Payments must be received and posted to the account by 1/5/26 to avoid a delinquency charge. A 5% delinquency charge (maximum \$250.00) will apply to any unpaid balance on the next billing cycle after the charge is incurred.

3361 W 55TH AVE**Water Charges**

RATE: Residential Water (Total Service)

AVERAGE WINTER CONSUMPTION (calculated using Jan-Mar bills): 4,000 Gallons

BILLING PERIOD: 11/11/2025 - 12/9/2025 DAYS: 29

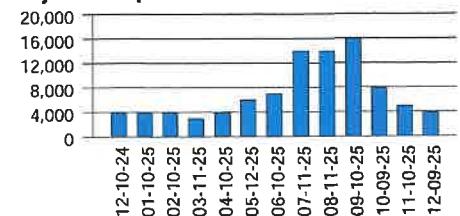
METER NO.	CURRENT READ -	PREVIOUS READ	x	MULTIPLIER =	CONSUMPTION
313178	2,100	2,096	x	1000	4,000 Gal

Consumption Charge (4,000 Gallons)

	Tier 1	Tier 2	Tier 3	
1,000 Gals	0-5*	6-20	Over 20	
1,000 Gals used		4		
Price per 1,000	x \$4.30	\$7.74	\$10.32	
Charge	\$17.20			= 17.20

*Tier 1 minimum allowance is 5,000 gallons.

Fixed Monthly Charge, 3/4" meter	19.06
Water Charges	\$36.26

denverwater.org**Monthly Consumption**

Dec 2024 Dec 2025

Total gallons used	4,000	4,000
Days in billing period	28	29
Average daily use (gallons)	143	138

This graph shows your consumption water use for each month. Use only what you need and save water and money.

**Questions About Your Bill?**
¿Preguntas Sobre Su Cuenta?

303-893-2444
Monday - Friday
7:30 a.m. - 5:30 p.m.



Visit Us Online
www.denverwater.org/contact



Denver Water, Correspondence
1600 W. 12th Ave.
Denver, CO 80204-3412

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.



Beginning with your April bill,
we will no longer provide
return envelopes.

SERVICE ADDRESS

3361 W 55TH AVE

ACCOUNT NUMBER

1655810000

DUe DATE

Automatic Pay

AMOUNT DUE

\$36.26

Your payment of \$36.26 will be paid
by "Automatic Payment" on or after
12/30/2025

4921 1 AV 0.584
*****AUTO**SCH 5-DIGIT 80221 173827 4944 26



004921

JAY KREBS
CINDI KREBS
3361 W 55TH AVE
DENVER CO 80221-6593

To pay your bill online go to
myaccount.denverwater.org or mail payment to:

DENVER WATER
PO BOX 173343
DENVER, CO 80217-3343

900 1655810000 00000000000036260

BERKELEY WATER AND SANITATION DISTRICT
4455 WEST 58th AVENUE, UNIT A
ARVADA, COLORADO 80002
303-477-1914
Email: berkeleywater@gmail.com

10/16/2025

Jay Krebs
3361 W 55th Ave
Denver, CO 80221

Re: 3365 W 55th Ave., Denver, CO 80221
Availability of sanitary sewer services

This conditional will serve letter confirms that Berkeley Water and Sanitation District ("District") has the capacity to provide sewer services to above described property (the "Property"), under the following terms and conditions:

1. If any of these conditions are not met, this "will serve" letter will be rescinded and the appropriate parties will be notified that the District can no longer provide sewer service to this property.
2. The District owns an 8" sewer main in W. 55th Ave. The property owner may be required to install sewer main extensions, feeding into this present system, to facilitate development, depending upon design.
3. Each unit served must have its own sewer service lines, on its own land or easement. The engineering design and/or plans must be submitted and approved by the District prior to installation of any sewer service lines or tapping into any District sewer mains.
4. If a property is removing existing structures, the existing sewer service line(s) must be capped or plugged at the sewer main prior to demolition. The District must be called to observe and inspect this action before further construction begins.
5. The property owner will be required to pay tap fees, review fees and costs, and all other applicable fees and charges prior to receiving sewer service from the District. The District may require a review deposit for District costs, including engineering and legal reviews, contract development, construction, observation and inspections. If the Developer makes a review deposit with the District, over payments will be refunded and shortages will be billed to the property owner.

6. If the extension of sewer mains is required, the District's engineering firm must review and approve the designs. The District's review and approval of the construction contract for the extension is also required before the work can commence. A contract must be developed, appropriate Certificates of Insurance presented, and Warranty and Performance Bonds must be posted. In addition, the property owner will be required to dedicate easements for any public improvements.

7. The design specifications for the Project must comply with the District's Rules and Regulations, Adams County Fire Protection District regulations, and Adams County regulations. All sewer service will be subject to the District's Rules and Regulations.

8. Sewer tap fees will be payable to the District, which also collects Metro Wastewater's "connection fees." Fees to all agencies will be at prevailing rates at the time of application.

9. No representations are made regarding the availability of water service to the Property.

To reiterate, all costs incurred by the District and fees charged by the District, including without limitation tap fees, review costs, contract development, construction, observation and inspections, are the responsibility of the property owner as a condition of receipt of sewer service. If expenses are incurred and no payment is made, no taps will be issued and a lien will be placed against the property until paid per the District's Rules and Regulations and current Fee Schedule.

This conditional will serve letter is valid through October 16, 2026. If tap fees are not paid by that date, this agreement to service must be renewed through the District.

We look forward to providing services to the Property.

Sincerely,

Debrah Wach

BERKELEY WATER AND SANITATION DISTRICT

KREBS MINOR SUBDIVISION
LEGAL DESCRIPTION

LOT 20, EXCEPT THE NORTH 195 FEET THEREOF,
LINCOLN MANOR,
COUNTY OF ADAMS,
STATE OF COLORADO.



ADAMS COUNTY COLORADO

TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0104869	0182517203005	Feb 26, 2025	2025-02-26-NetVantage-11010

KREBS JAY E AND
3361 W 55TH AVE
DENVER, CO 80221-6593

Situs Address	Payor				
3365 W 55TH AVE					
Legal Description					
SUB:LINCOLN MANOR DESC: PLOT 20 EXC N 195 FT					
Property Code	Actual	Assessed	Year	Area	Mill Levy
RES IMPRV LAND - 1112	118,000	7,230	2024	480	116.645
SINGLE FAMILY RES - 1212	524,000	32,100	2024	480	116.645
Payments Received					
Check					\$2,293.83
Check Number 00060042					
Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	\$4,587.66	\$0.00	\$2,293.83	\$2,293.83
				\$2,293.83	\$2,293.83
Balance Due as of Feb 26, 2025					\$2,293.83

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com



ADAMS COUNTY COLORADO

TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Effective Date	Receipt Number
R0104869	0182517203005	Jun 23, 2025	Jun 16, 2025	2025-06-23-NetVantage-31550

KREBS JAY E AND
3361 W 55TH AVE
DENVER, CO 80221-6593

Situs Address	Payor				
3365 W 55TH AVE					
Legal Description					
SUB:LINCOLN MANOR DESC: PLOT 20 EXC N 195 FT					
Property Code	Actual	Assessed	Year	Area	Mill Levy
RES IMPRV LAND - 1112	118,000	7,230	2024	480	116.645
SINGLE FAMILY RES - 1212	524,000	32,100	2024	480	116.645
Payments Received					
Check				\$2,293.83	
Check Number 00040024					
Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	\$4,587.66	\$2,293.83	\$2,293.83	\$0.00
				\$2,293.83	\$0.00
Balance Due as of Jun 16, 2025					\$0.00

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com