

# BRANNAN 60TH PLACE SUBDIVISION

CASE NO.: PLT2025-00031

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

SHEET 1 OF 2

## OWNERSHIP AND DEDICATION CERTIFICATE:

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10, AND THE EAST LINE OF HURON ST. WHICH POINT IS 20.0 FEET EAST OF THE WEST ONE-QUARTER CORNER OF SAID SECTION 10; THENCE N00°00'59"E ALONG THE EAST LINE OF HURON STREET, A DISTANCE OF 347.0 FEET; THENCE N89°31'18"E PARALLEL WITH THE NORTH LINE OF THE N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 487.09 FEET; THENCE N00°02'55"E, A DISTANCE OF 312.88 FEET TO A POINT ON THE NORTH LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4; THENCE N89°31'18"E ALONG THE NORTH LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 153.61 FEET TO THE NORTHEAST CORNER OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4; THENCE S00°02'21"W ALONG THE EAST LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 164.90 FEET; THENCE N89°29'38"E, A DISTANCE OF 660.76 FEET TO A POINT ON THE EAST LINE OF THE S 1/2 SW 1/4 NW 1/4; THENCE S00°05'16"W ALONG THE EAST LINE OF SAID S 1/2 SW 1/4 NW 1/4, A DISTANCE OF 407.76 FEET; THENCE S43°37'50"W, A DISTANCE OF 58.93 FEET; THENCE S53°20'14"W, A DISTANCE OF 3.41 FEET; THENCE S61°37'22"W, A DISTANCE OF 40.37 FEET; THENCE S43°15'39"W A DISTANCE OF 32.97 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4; THENCE S89°29'52"W ALONG THE SOUTH LINE OF THE NW 1/4 A DISTANCE OF 1199.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 13.609 ACRES ± 592,815 SQUARE FEET ±

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

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

BRANNAN SAND AND GRAVEL COMPANY, LLC.

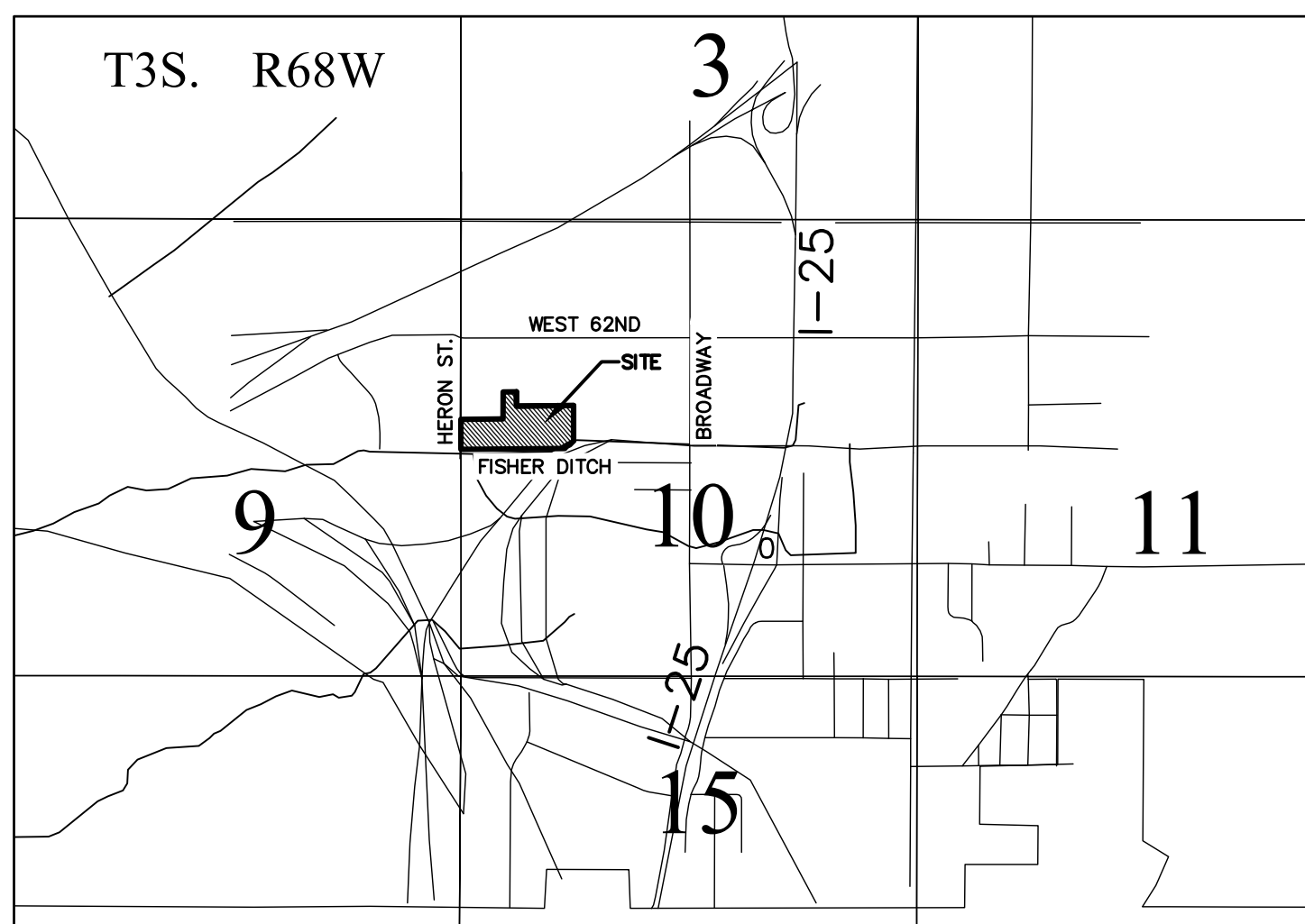
\_\_\_\_\_  
FRED MARVEL, OWNER

ACKNOWLEDGEMENT:

STATE OF COLORADO )  
                                  )SS  
COUNTY OF ADAMS )

THE FOREGOING OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BY ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, BY \_\_\_\_\_ AS \_\_\_\_\_, FOR \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_  
MY ADDRESS IS: \_\_\_\_\_



VICINITY MAP  
SCALE: 1" = 2000'

## PLAT NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. THE LINEAL UNIT USED AND SHOWN HEREON IS U.S. SURVEY FOOT AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS. THE BEARINGS AND DISTANCES SHOWN HEREON ARE AS MEASURED UNLESS OTHERWISE NOTED.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY R.W. BAYER & ASSOCIATES, INC. OF THE PROPERTY SHOWN AND DESCRIBED HEREIN TO DETERMINE OWNERSHIP OF THE TRACT OF LAND, COMPATIBILITY OF THIS DESCRIPTION WITH THOSE OF ADJACENT TRACTS OF LAND OR RIGHTS-OF-WAY, EASEMENTS OR ENCUMBRANCES OF RECORD AFFECTING THIS TRACT OF LAND. R.W. BAYER & ASSOCIATES, INC. HAS RELIED UPON FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. N0041864-030-8SB-ES DATED JUNE 18, 2025 FOR OWNERSHIP AND FOR THE PURPOSE OF SHOWING RECORDED EASEMENTS AND RIGHT-OF-WAY ACROSS THESE PREMISES.
4. THIS PARCEL OF LAND LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED IN THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 08001C0611H EFFECTIVE MARCH 5, 2007.
5. BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST IS ASSUMED TO BEAR N89°29'52"E. ALL MONUMENTS ARE SHOWN HERON.
6. THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
7. A SIX FOOT (6') UTILITY EASEMENT ALONG HURON STREET AND DRAINAGE EASEMENTS AS SHOWN HEREON IS HEREBY DEDICATED ON THIS PLAT FOR DRAINAGE AND UTILITY PURPOSES. NO PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, OR OTHER OBJECTS THAT MAY INTERFERE WITH THE OPERATION OF THIS DRAINAGE AND UTILITY EASEMENT (INTERFERING OBJECTS) WILL BE PERMITTED WITHIN THIS EASEMENT, NOT CURRENTLY INSTALLED, WITH THE EXCEPTION OF THE ACCESS DRIVE FROM THE DEDICATED COUNTY RIGHT-OF-WAY FOR DEVELOPMENT OF THE SUBJECT PROPERTY PURSUANT TO ENGINEERING REVIEW AND APPROVAL.
8. A TEN FOOT (10') STRIP ALONG HURON STREET IS HEREBY DEDICATED TO ADAMS COUNTY FOR USE OF RIGHT-OF-WAY.
9. ANY PERSON WHO KNOWINGLY REMOVES ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

## SURVEYOR'S CERTIFICATE:

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

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

## PLANNING COMMISSION APPROVAL:

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

\_\_\_\_\_  
CHAIRMAN

## BOARD OF COUNTY COMMISSIONERS APPROVAL:

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

\_\_\_\_\_  
CHAIR

## ADAMS COUNTY ATTORNEY'S OFFICE:

\_\_\_\_\_  
APPROVED AS TO FORM

\_\_\_\_\_  
CERTIFICATE OF THE CLERK AND RECORDER

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

\_\_\_\_\_  
COUNTY CLERK AND RECORDER

BY: \_\_\_\_\_ DEPUTY \_\_\_\_\_ COUNTY CLERK AND RECORDER

RECEPTION NO. \_\_\_\_\_

## CLERK AND RECORDER'S CERTIFICATE:

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER, IN THE STATE OF COLORADO, AT \_\_\_\_\_ M., ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 202\_\_\_\_.

\_\_\_\_\_  
DEPUTY CLERK AND RECORDER

\_\_\_\_\_  
RECEPTION NUMBER

PREPARED BY:

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

SHEET 1 OF 2  
DATE PREPARED: APRIL 23, 2025  
REV. 9-15-25, 11-5-25 12-5-25

# BRANNAN 60TH PLACE SUBDIVISION

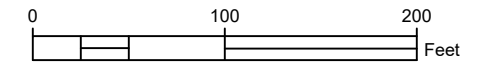
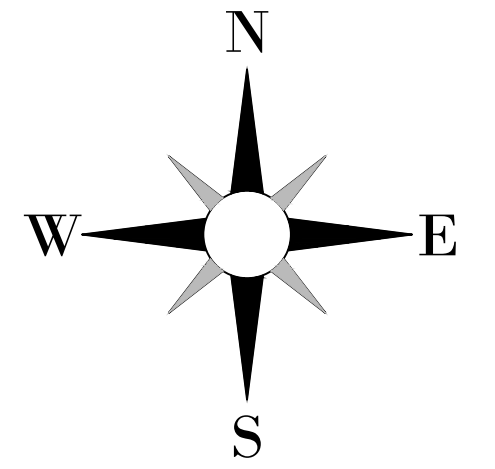
CASE NO.: PLT2025-00031

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

SHEET 2 OF 2

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

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



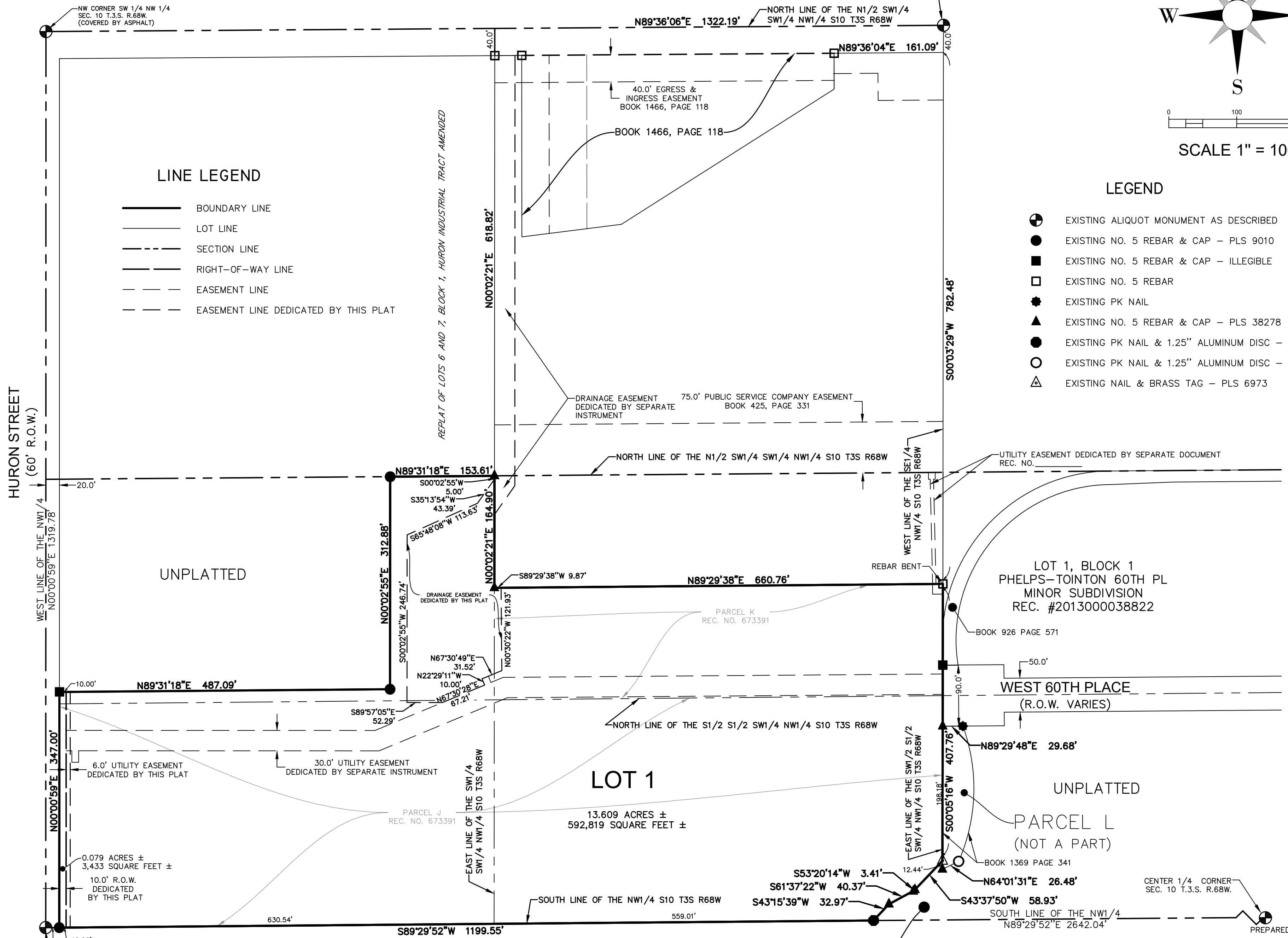
SCALE 1" = 100'

## LINE LEGEND

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

## LEGEND

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



HURON STREET  
(60' R.O.W.)

UNPLATTED

LOT 1

WEST 60TH PLACE  
(R.O.W. VARIES)

UNPLATTED

PARCEL L  
(NOT A PART)

SCOTT INDUSTRIAL PARK  
REC #2008000090609

PARCEL J EXCEPTION  
RECEPTION NO. 20040525000402220

PREPARED BY:  
R.W. BAYER & ASSOCIATES, INC.  
12170 TEJON STREET, UNIT 700  
WESTMINSTER, COLORADO 80234  
(303)452-4433 INFO@RWSURVEYING.COM  
CAD FILE: 23076/23076.DWG  
SHEET 2 OF 2  
DATE PREPARED: APRIL 23, 2025  
REV. 9-15-25, 11-5-25, 12-5-25



# CONSTRUCTION PERMIT

Permit number: **23AD0713**

Issuance: **1**

Date issued: February 23, 2024 480617

Issued to: **Brannan Ready Mixed**

Facility Name: 60<sup>th</sup> Avenue Stress Concrete Batch Plant  
 Plant AIRS ID: 001-2309-001  
 Physical Location: 305 W. 60<sup>th</sup> Place, Denver  
 County: Adams County  
 General Description: Concrete production facility

Equipment or activity subject to this permit:

Facility Equipment ID	AIRS Point	Description
-	001	Truck Mix Concrete Plant  Make: Con-E-Co / Model: Lo-Pro 327SS / Serial No.: 11217-L  Design capacity of equipment 300 cubic yards per hour  Control Equipment: Partial Enclosures, Baghouse, and/or Silotop Cartridge Filters.

THIS PERMIT IS GRANTED SUBJECT TO ALL RULES AND REGULATIONS OF THE COLORADO AIR QUALITY CONTROL COMMISSION AND THE COLORADO AIR POLLUTION PREVENTION AND CONTROL ACT C.R.S. (25-7-101 et seq), TO THOSE GENERAL TERMS AND CONDITIONS INCLUDED IN THIS DOCUMENT AND THE FOLLOWING SPECIFIC TERMS AND CONDITIONS:

## REQUIREMENTS TO SELF-CERTIFY FOR FINAL APPROVAL

1. Point 001: YOU MUST notify the Air Pollution Control Division (Division) no later than fifteen days after commencement of operation under this permit by submitting a Notice of Startup (NOS) form to the Division. The Notice of Startup (NOS) form may be downloaded online at <https://cdphe.colorado.gov/apens-and-air-permits/air-permit-self-certification>. Failure to notify the Division of startup of the permitted source is a violation of AQCC Regulation Number 3, Part B, III.G.1., and can result in the revocation of the permit.



2. Within one hundred and eighty (180) days after commencement of operation or issuance of this permit, whichever is later, compliance with the conditions contained on this permit must be demonstrated to the Division. It is the permittee's responsibility to self-certify compliance with the conditions. Failure to demonstrate compliance within 180 days may result in revocation of the permit or enforcement action by the Division. Information on how to certify compliance was mailed with the permit or can be obtained from the Division's website. Search for "Colorado air permit self-certification" in a search engine to find self-certification info. (Reference: Regulation Number 3, Part B, III.G.2.)
3. This permit will expire if the owner or operator of the source for which this permit was issued: (i) does not commence construction/modification or operation of this source within eighteen (18) months after either, the date of issuance of this construction permit or the date on which such construction or activity was scheduled to commence as set forth in the permit application associated with this permit; (ii) discontinues construction for a period of eighteen months or more; (iii) does not complete construction within a reasonable time of the estimated completion date. The Division may grant extensions of the deadline per Regulation Number 3, Part B, III.F.4.b. (Reference: Regulation Number 3, Part B, III.F.4.)
4. Point 001: Within one hundred and eighty (180) days after commencement of operation or issuance of this permit, whichever is later, the operator must complete all initial compliance testing and sampling as required in this permit and submit the results to the Division as part of the self-certification process. (Reference: Regulation Number 3, Part B, III.G.2.)
5. Within thirty (30) days after commencement of operation or issuance of this permit, whichever is later, the permit number and AIRS ID number must be marked on the subject equipment for ease of identification. (Reference: Regulation Number 3, Part B, III.E.) (State only enforceable)

## **EMISSION LIMITATIONS AND RECORDS**

6. Emissions of air pollutants must not exceed the following limitations (as calculated using the emission factors included in the "Notes to Permit Holder" section of this permit). (Reference: Regulation Number 3, Part B, II.A.4.)

### **Annual Limits:**

Facility Equipment ID	AIRS Point	Tons per Year							Emission Type
		PM	PM <sub>10</sub>	PM <sub>2.5</sub>	NO <sub>x</sub>	SO <sub>2</sub>	VOC	CO	
-	001	0.1	0.1	-	-	-	-	-	Point
		3.9	1.4	0.3	-	-	-	-	Fugitive
	<b>TOTAL</b>	<b>3.9</b>	<b>1.4</b>	<b>0.3</b>	-	-	-	-	All

See "Notes to Permit Holder" for information on emission factors and methods used to calculate limits.

In the absence of credible evidence to the contrary, compliance with the fugitive emission limits is demonstrated by complying with the production limits listed below and by following the attached particulate emissions control plan.

Note: Compliance with the point emission limits must be demonstrated by not exceeding the production limits listed below and by proper operation and maintenance of the emission control equipment listed below.

7. The emission points in the table below must be maintained and operated with the control equipment as listed. The emission control devices must be inspected, monitored, maintained / renewed, and operated as per the manufacturers' recommendations, or maintained in accordance with good air pollution control practices to ensure the satisfactory performance of the devices. (Reference: Regulation Number 3, Part B, III.E.)

AIRS Point	Source of Emissions	Control Device(s)	Controlled Pollutant(s)
001	Truck Loading	Baghouse	PM, PM <sub>10</sub> , PM <sub>2.5</sub>
	Weigh Hopper Loading/ Sand & Aggregate Transfer by Conveyor	Partial Enclosures	
	Cement & Fly Ash Loading to Storage Bins	Silotop cartridge filters	

### **PROCESS LIMITATIONS AND RECORDS**

8. This source must be limited to the following maximum consumption, processing and/or operational rates as listed below. Annual records of the actual process rate must be maintained by the applicant and made available to the Division for inspection upon request. (Reference: Regulation Number 3, Part B, II.A.4.)

#### **Process/Consumption Limits**

AIRS Point	Process Parameter	Annual Limit
001	Production of concrete	300,000 yd <sup>3</sup>

### **STATE REGULATORY REQUIREMENTS**

9. Visible emissions must not exceed twenty percent (20%) opacity during normal operation of the source. During periods of startup, process modification, or adjustment of control equipment visible emissions must not exceed thirty percent (30%) opacity for more than six (6) minutes in any sixty (60) consecutive minutes. Opacity must be determined using EPA Method 9. (Reference: Regulation Number 1, II.A.1. & 4.)
10. This source is subject to the odor requirements of Regulation Number 2. (State only enforceable)
11. The particulate emission control measures listed on the attached page (as approved by the Division) must be applied to the particulate emission producing sources as required by Regulation Number 1, III.D.1.b.

## OPERATING & MAINTENANCE REQUIREMENTS

12. This source is not required to follow a Division-approved operating and maintenance plan. The source must follow the manufacturer's operating and maintenance recommendations or must follow good air pollution control practices.

## COMPLIANCE TESTING AND SAMPLING

### Initial Testing Requirements

13. Within one hundred and eighty (180) days of startup, the owner or operator must demonstrate compliance with Condition 9, using EPA Method 9 to measure opacity from the mix area. This measurement must consist of a minimum twenty four (24) consecutive readings taken at fifteen (15) second intervals over a six (6) minute period. (Reference: Regulation Number 1, Section II.A.1. & 4.)

### Periodic Testing Requirements

14. There are no periodic testing requirements for this source.

## ADDITIONAL REQUIREMENTS

15. The permit number and AIRS ID number must be marked on the subject equipment for ease of identification. (Reference: Regulation Number 3, Part B, III.E.) (State only enforceable)
16. A Revised Air Pollutant Emission Notice (APEN) must be filed: (Reference: Regulation Number 3, Part A, II.C.)
  - a. By April 30 of the year following a significant increase in emissions. A significant increase in emissions is defined as follows:

#### **For any criteria pollutant:**

For sources emitting **less than one hundred (100) tons per year**, a change in actual emissions of five (5) tons per year or more, above the level reported on the last APEN submitted; or

For volatile organic compounds (VOC) and nitrogen oxide (NO<sub>x</sub>) sources in an ozone nonattainment area emitting **less than one hundred (100) tons of VOC or nitrogen oxides per year**, a change in actual emissions of one (1) ton per year or more or five percent (5%), whichever is greater, above the level reported on the last APEN submitted; or

For sources emitting **one hundred (100) tons per year or more of a criteria pollutant**, a change in actual emissions of five percent (5%) or fifty (50) tons per year or more, whichever is less, above the level reported on the last APEN submitted; or

For sources emitting **any amount of lead**, a change in actual emissions, above the level reported on the last APEN submitted, of fifty (50) pounds of lead

**For any non-criteria reportable pollutant:**

If the emissions increase by fifty percent (50%) or five (5) tons per year, whichever is less, above the level reported on the last APEN submitted to the Division.

- b. Whenever there is a change in the owner or operator of any facility, process, or activity; or
- c. Whenever new control equipment is installed, or whenever a different type of control equipment replaces an existing type of control equipment; or
- d. Whenever a permit limitation must be modified; or
- e. No later than thirty (30) days before the existing APEN expires.

**GENERAL TERMS AND CONDITIONS:**

- 17. This permit and any attachments must be retained and made available for inspection upon request. The permit may be reissued to a new owner by the Division as provided in Regulation Number 3, Part B, II.B. upon a request for transfer of ownership and the submittal of a revised APEN and the required fee.
- 18. If this permit specifically states that final approval has been granted, then the remainder of this condition is not applicable. Otherwise, the issuance of this construction permit is considered initial approval and does not provide "final" approval for this activity or operation of this source. Final approval of the permit must be secured from the APCD in writing in accordance with the provisions of 25-7-114.5(12)(a) C.R.S. and AQCC Regulation Number 3, Part B, III.G. Final approval cannot be granted until the operation or activity commences and has been verified by the APCD as conforming in all respects with the conditions of the permit. Once self-certification of all points has been reviewed and approved by the Division, it will provide written documentation of such final approval. **Details for obtaining final approval to operate are located in the Requirements to Self-Certify for Final Approval section of this permit.** The operator must retain the permit final approval letter issued by the Division after completion of self-certification with the most current construction permit.
- 19. This permit is issued in reliance upon the accuracy and completeness of information supplied by the applicant and is conditioned upon conduct of the activity, or construction, installation and operation of the source, in accordance with this information and with representations made by the applicant or applicant's agents. It is valid only for the equipment and operations or activity(ies) specifically identified in this permit. If subsequent operations or testing at the source indicate the information supplied to obtain this permit and relied upon in the creation and issuance of this permit is inaccurate, the source must submit an application to modify the permit to address the inaccuracy(ies). (Reference: Regulation Number 3, Part B III.E.)

**Permit History**

Issuance	Date	Description
Issuance 1	This Issuance	Initial Approval issued to Brannan Ready Mixed.

Notes to Permit Holder (as of date of permit issuance):

- 1) The production or raw material processing limits and emission limits contained in this permit are based on the production/processing rates requested in the permit application. These limits may be revised upon request of the permittee providing there is no exceedence of any specific emission control regulation or any ambient air quality standard. A revised air pollutant emission notice (APEN) and application form must be submitted with a request for a permit revision. (Reference: Regulation Number 3, Part B, II.A.4.)
- 2) This source is subject to the Common Provisions Regulation Part II, Subpart E, Affirmative Defense Provision for Excess Emissions During Malfunctions. The permittee must notify the Division of any malfunction condition which causes a violation of any emission limit or limits stated in this permit as soon as possible, but no later than noon of the next working day, followed by written notice to the Division addressing all of the criteria set forth in Part II.E.1. of the Common Provisions Regulation. See: <https://www.colorado.gov/pacific/cdphe/aqcc-regs>.
- 3) The emission levels contained in this permit are based on the following emission factors:

**Point 001:**

Emission Type	Pollutant	Emission Factors (lbs/yd <sup>3</sup> )		
		Uncontrolled	Controlled	Source
Point	PM	0.0250	0.0003	Division-calculated based on source-provided data and information from AP-42 Chapters 11.12, 13.2.1, 13.2.2, and the WRAP Handbook, Ch. 9.3.
	PM <sub>10</sub>	0.0150	0.0002	
	PM <sub>2.5</sub>	0.0023	0.00002	
Fugitive	PM	0.4215	0.0254	
	PM <sub>10</sub>	0.1181	0.0091	
	PM <sub>2.5</sub>	0.0191	0.0016	

- 4) In accordance with C.R.S. 25-7-114.1, each Air Pollutant Emission Notice (APEN) associated with this permit is valid for a term of five (5) years from the date it was received by the Division. A revised APEN must be submitted no later than thirty (30) days before the five-year term expires. Please refer to the most recent annual fee invoice to determine the APEN expiration date for each emissions point associated with this permit. For any questions regarding a specific expiration date call the Division at (303)-692-3150.

5) This facility is classified as follows:

Applicable Requirement	Status
Operating Permit	Minor Source
PSD	Minor Source
NANSR	Minor Source

- 6) The permit holder is required to pay fees for the processing time for this permit. An invoice for these fees will be issued after the permit is issued. Failure to pay the invoice will result in revocation of this permit. The permit holder must pay the invoice within thirty (30) days of receipt of the invoice. (Reference: Regulation Number 3, Part A, VI.B.)
- 7) Unless specifically stated otherwise, the general and specific conditions contained in this permit have been determined by the Division to be necessary to assure compliance with the provisions of Section 25-7-114.5(7)(a), C.R.S.
- 8) Each and every condition of this permit is a material part hereof and is not severable. Any challenge to or appeal of a condition hereof must constitute a rejection of the entire permit and upon such occurrence, this permit must be deemed denied *ab initio*. This permit may be revoked at any time prior to self-certification and final authorization by the Division on grounds set forth in the Colorado Air Pollution Prevention and Control Act and regulations of the AQCC including failure to meet any express term or condition of the permit. If the Division denies a permit, conditions imposed upon a permit are contested by the applicant, or the Division revokes a permit, the applicant or owner or operator of a source may request a hearing before the AQCC for review of the Division's action. (Reference: Regulation Number 3, Part B, III.F.)
- 9) Section 25-7-114.7(2)(a), C.R.S. requires that all sources required to file an Air Pollutant Emission Notice (APEN) must **pay an annual emission fee**. If a source or activity is to be discontinued, the owner must notify the Division in writing requesting a cancellation of the permit. Upon notification, annual fee billing will terminate.
- 10) Violation of the terms of a permit or of the provisions of the Colorado Air Pollution Prevention and Control Act or the regulations of the AQCC may result in administrative, civil or criminal enforcement actions under Sections 25-7-115 (enforcement), -121 (injunctions), -122 (civil penalties), -122.1 (criminal penalties), C.R.S.

## PARTICULATE EMISSIONS CONTROL PLAN FOR MATERIAL PROCESSING ACTIVITIES

THE FOLLOWING PARTICULATE EMISSIONS CONTROL MEASURES MUST BE USED FOR COMPLIANCE PURPOSES ON THE ACTIVITIES COVERED BY THIS PERMIT, AS REQUIRED BY THE AIR QUALITY CONTROL COMMISSION REGULATION NUMBER 1, III.D.1.b. THIS SOURCE IS SUBJECT TO THE FOLLOWING EMISSION GUIDELINES:

- a. **Processing Activities** - Visible emissions not to exceed twenty percent (20%) opacity, no off-property transport of visible emissions.
- b. **Haul Roads** - No off-property transport of visible emissions must apply to on-site haul roads, the nuisance guidelines must apply to off-site haul roads.
- c. **Haul Trucks** - There must be no off-property transport of visible emissions from haul trucks when operating on the property of the owner or operator. There must be no off-vehicle transport of visible emissions from the material in the haul trucks when operating off of the property of the owner or operator.

### Control Measures

1. Material stockpiles must consist of only prewashed aggregate and must be partially enclosed.
2. Material stockpiles must be watered with haul trucks as necessary to control fugitive particulate emissions.
3. Vehicle speed on paved and unpaved roads must be restricted to 5 miles per hour. Speed limit signs must be posted.
4. Plant entryway, truck service roads, and concrete batching areas must be paved. Street sweeping must be implemented if dust problems occur.
5. Aggregate materials must be sprayed with water during material loading into the storage bins or stockpiles as necessary to control fugitive particulate emissions.



**CERTIFICATION TO DISCHARGE UNDER CDPS GENERAL PERMIT COR900000  
 STORMWATER ASSOCIATED WITH NON-EXTRACTIVE INDUSTRIAL ACTIVITY**

Certification Number: **COR901651**

**This Certification to Discharge specifically authorizes:**

**Brannan Ready Mixed**  
 to discharge stormwater from the facility identified as

**Plant 75**  
 to:  
**Lower Clear Creek**

<b>Facility Located at:</b>	305 W. 60th Pl Denver, Denver County, CO 80216
	Center Point Latitude 39.806932 Longitude -104.989278

Outfalls	Latitude	Longitude
001	39.80709	-104.99494

All discharges must comply with the lawful requirements of federal agencies municipalities, counties, drainage districts and other local agencies regarding any discharges to storm drain systems, conveyances, or other watercourses under their jurisdiction.

In accordance with Parts I.B.2 of the general permit, discharges authorized under this general permit must be controlled as necessary, to meet applicable water quality standards.

**A. SECTOR SPECIFIC REQUIREMENTS**

Discharges authorized by the general permit must comply with sector specific requirements listed in Part III.E of the general permit, in addition to requirements in Parts I and II of the general permit.

**B. VISUAL MONITORING (Quarterly)**

Visual monitoring is required for this facility in accordance with Table 4 and Part I.I.2 of the general permit.

**C. BENCHMARK MONITORING, Table 4 and Part I.I.3 Sector E**

Subsector	Parameter	Benchmark Monitoring Concentration <sup>1</sup>	Monitoring Frequency	Sample Type <sup>2</sup>
All for which benchmarks apply	Level 3 status (appears as “Are you in compliance in NetDMR”)	Pass/Fail <sup>3</sup>	Quarterly <sup>4</sup>	NA
E2	Iron, total recoverable 00980	1.0 mg/l	Quarterly	Grab
E2	pH 00400	6.0 - 9.0 s.u.	Quarterly	Grab
E2	Total Suspended Solids (TSS) 00530	100 mg/l	Quarterly	Grab

1. The Permittee compares quarterly average or rolling 4-sample average to benchmark in accordance with Part I.J.3 of the General Permit
2. The default sample type in your DMR is Grab. Part I.H.6.a of the permit allows composite sampling for some parameters. If you anticipate collecting composite samples for parameters, you must request a modification of your certification.
3. If you have not reached or remained at Level 3 status within the reporting year report as “Pass”. If you have reached or remained in Level 3 within the reporting year report as “Fail”. A Level 3 status is not non-compliance and answering “FAIL” will not be deemed non-compliance.



4. Report Level 3 status in the 4th Quarter DMR only.

**D. ADDITIONAL MONITORING Table 4 and Part I.D.3 - 7**

Parameter	Units	Site-specific Benchmark Values			Monitoring Frequency	Sample Type <sup>1</sup>
		Quarterly Average	Daily Max	30 Day Average		
Arsenic, total recoverable 00978	mg/l	--	--	Report	Quarterly	Grab
Manganese, dissolved 01056	mg/l	--	--	Report	Quarterly	Grab

<sup>1.</sup> The default sample type in your DMR is Grab. Part I.H.6.a of the permit allows composite sampling for some parameters. If you anticipate collecting composite samples for parameters, you must request a modification of your certification.

**E. ANNUAL REPORTS**

ICIS Code	Description	Due Date	Frequency
00308	The permittee must submit an annual report to the division for the reporting period January 1 through December 31	March 31	Annual (10)

Certification issued 5/20/2024

Effective: 07/01/2024

General Permit Expiration Date: **06/30/2029**

This certification under the general permit requires that specific actions be performed at designated times. The certification holder is legally obligated to comply with all terms and conditions of the general permit. This certification was issued prior to the effective date of the general permit and, subsequently, this certification. The requirements of the renewed general permit and this certification do not go into effect until July 1, 2024.

Certification approved by

Mary Welch  
Permits Unit 1 Acting Work Group Lead  
Water Quality Control Division



**Date:** December 10, 2025  
**File No.:** N0041864-A-ES  
**Buyer(s)/Borrower(s):** Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company  
**Owner(s):** 60th Place & Broadway, LLC, a Colorado limited liability company  
**Property:** 301 West 60th Place, Denver, CO 80216-1011  
**Assessor Parcel No.:** R0103486 / 0182510200040 and R0103491 / 0182510200048

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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

---

<b>To:</b> Escrow Officer	<b>Attn:</b> Sonya Bailey <b>Phone:</b> (303)889-8081 <b>Fax:</b> (303)628-1671 <b>Email:</b> Sonya.Bailey@fnf.com
Escrow Assistant	<b>Attn:</b> <b>Phone:</b> <b>Email:</b>
Title Officer	<b>Attn:</b> Eric Stearns <b>Phone:</b> (303)692-6778 <b>Email:</b> estearns@fnf.com
Sales Executive	<b>Attn:</b> Erin Kelley <b>Email:</b> Erin.Kelley@fnf.com

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<b>To:</b> Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company	<b>Attn:</b> Ann VanPortfliet sent via email
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<b>To:</b> 60th Place & Broadway, LLC, a Colorado limited liability company	<b>Attn:</b> Amanda Black sent via email
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<b>To:</b> Alizadeh Law 776 Ivanhoe St. Denver, CO 80220	<b>Attn:</b> Jessica Alizadeh <b>Phone:</b> (303)550-8593 <b>Fax:</b> <b>Email:</b> jessica@jalizadehlaw.com
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**To:** Foster Graham Milstein and Calisher, LLP  
360 S. Garfield Street  
Suite 600  
Denver, CO 80209

**Attn:** Shannon Hall  
**Phone:** (303)333-9810  
**Fax:** (303)333-9786  
**Email:** shall@fostergraham.com  
**Attn:** Erik Carlson  
**Phone:** (303)962-7095  
**Fax:**  
**Email:** ecarlson@fostergraham.com  
**Attn:** Amelia M Stefan  
**Phone:**  
**Fax:**  
**Email:** astefan@fostergraham.com

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**To:** Pinnacle Real Estate Advisors  
One Broadway  
Suite 300A  
Denver, CO 80203

**Attn:** Paul Schneider  
**Phone:** (303)962-9546  
**Fax:**  
**Email:** pschneider@pinnaclerea.com

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**To:** Cushman and Wakefield  
1401 Lawrence Street  
Suite 1100  
Denver, CO 80202

**Attn:** Bryan Fry  
**Phone:** (303)312-4221  
**Fax:**  
**Email:** bryan.fry@cushwake.com  
**Attn:** Drew McManus  
**Phone:** (303)813-6427  
**Fax:**  
**Email:** Drew.McManus@cushwake.com

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**END OF TRANSMITTAL**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



**Fidelity National Title**  
Insurance Company

Commitment Number:

**N0041864-A**

## 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, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

John Miller  
Authorized Officer or Agent

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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Eric Stearns Fidelity National Title Company 8055 E Tufts Ave, Suite 900 Denver, CO 80237 Phone: (303)692-6778 Fax: (303)633-7720 Main Phone: (303)291-9977 Email: estearns@fnf.com	Escrow Officer: Sonya Bailey Fidelity National Title Insurance Co. 8055 E Tufts Ave, Suite 900 Denver, CO 80237 Phone: (303)889-8081 Fax: (303)628-1671 Main Phone: (303)291-9977 Email: Sonya.Bailey@fnf.com

**Order Number: N0041864-A-ES**

**Property Address: 301 West 60th Place, Denver, CO 80216-1011**

**SCHEDULE A**

1. Commitment Date: December 4, 2025 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owners Policy 6-17-06  
 Proposed Insured: Brannan Sand and Gravel Company, L.L.C., a Colorado limited liability company  
 Proposed Amount of Insurance: \$14,009,859.00  
 The estate or interest to be insured: Fee Simple
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:  
[60th Place & Broadway, LLC, a Colorado limited liability company](#)
5. The Land is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**PREMIUMS:**

ALTA Owners Policy 6-17-06 Premium	\$11164.00
CO 110.1-06	\$95.00
ALTA 9.8-06	\$2000.00
ALTA 17-06	\$1000.00
ALTA 18.1-06	\$250.00
ALTA 19-06	\$2000.00
ALTA 25-06	\$1000.00
ALTA 39-06	\$0.00
CO 100.31-06	\$2000.00
Tax Certificate	\$36.00

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

PARCEL J:

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

Beginning at the point of intersection of the South line of the Northwest 1/4 of said Section 10, and the East line of Huron St. which point is 20.0 feet East of the West One-Quarter corner of said Section 10;  
Thence North, along the East line of Huron St. a distance of 347.0 feet;  
Thence East, parallel with the North line of the N1/2 SW1/4 SW1/4 NW1/4, a distance of 487.09 feet;  
Thence North, parallel with the East line of said N1/2 SW1/4 SW1/4 NW1/4, a distance of 313.0 feet to a point on the North line of said N1/2 SW1/4 SW1/4 NW1/4;  
Thence East, along the North line of said N1/2 SW1/4 SW1/4 NW1/4, a distance of 154.06 feet to the Northeast corner of said N1/2 SW1/4 SW1/4 NW1/4;  
Thence South, along the East line of said N1/2 SW1/4 SW1/4 NW1/4, a distance of 330.0 feet to the Southeast corner of said N1/2 SW1/4 SW1/4 NW1/4;  
Thence East, along the North line of said S1/2 S1/2 SW1/4 NW1/4 of said Section 10, a distance of 660.3 feet to the Northeast corner of said S1/2 S1/2 SW1/4 NW1/4;  
Thence South, along the East line of said S1/2 S1/2 SW1/4 NW1/4, a distance of 255.62 feet to a point on the Northwesterly right-of-way line of the Denver & Rio Grande Western Railroad Company;  
Thence South 58°58' West along said Northwesterly right-of-way line, a distance of 144.17 feet to a point on the South line of the SW1/4 NW1/4 of said Section 10;  
Thence West, along the South line of the SW1/4 NW1/4 of said Section 10, a distance of 1199.55 feet, more or less, to the Point of Beginning.

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

For Informational Purposes:

Tax ID No.: R0103486 / 0182510200040

PARCEL K:

The South One-half (S1/2) of the North One-half (N1/2) of the Southeast One-Quarter (SE1/4) of the Southwest One-Quarter (SW1/4) of the Northwest One-Quarter (NW1/4) of Section 10, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: R0103491 / 0182510200048

**PARCELS J AND K ABOVE ARE ALSO DESCRIBED AS FOLLOWS:**

PARCELS J AND K AS RECORDED AT RECEPTION NO. 673391, ADAMS COUNTY RECORDS, BEING A PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10, AND THE EAST LINE OF HURON ST. WHICH POINT IS 20.0 FEET EAST OF THE WEST ONE-QUARTER CORNER OF SAID SECTION 10; THENCE N00°00'59"E ALONG THE EAST LINE OF HURON STREET, A DISTANCE

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**EXHIBIT "A"**  
Legal Description

OF 347.0 FEET; THENCE N89°31'18"E PARALLEL WITH THE NORTH LINE OF THE N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 487.09 FEET; THENCE N00°02'55"E, A DISTANCE OF 312.88 FEET TO A POINT ON THE NORTH LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4; THENCE N89°31'18"E ALONG THE NORTH LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 153.61 FEET TO THE NORTHEAST CORNER OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4; THENCE S00°02'21"W ALONG THE EAST LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 164.90 FEET; THENCE N89°29'38"E, A DISTANCE OF 660.76 FEET TO A POINT ON THE EAST LINE THE S 1/2 SW 1/4 NW 1/4; THENCE S00°05'16"W ALONG THE EAST LINE OF SAID S 1/2 SW 1/4 NW 1/4, A DISTANCE OF 407.76 FEET; THENCE S43°37'50"W, A DISTANCE OF 58.93 FEET; THENCE S53°20'14"W, A DISTANCE OF 3.41 FEET; THENCE S61°37'22"W, A DISTANCE OF 40.37 FEET; THENCE S43°15'39"W A DISTANCE OF 32.97 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4; THENCE S89°29'52"W ALONG THE SOUTH LINE OF THE NW 1/4 A DISTANCE OF 1199.55 FEET TO THE POINT OF BEGINNING.

BASIS FOR BEARING, ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011). THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, THE WEST POINT OF SAID LINE IS A FOUND 3.25-INCH ALUMINUM CAP STAMPED "JR ENG. 1994 PLS 12358", THE EAST POINT OF SAID LINE IS A FOUND 3.25-INCH ALUMINUM CAP STAMPED "MOLLENHAUER 207 PLS 36580". THE MEASURED BEARING AND DISTANCE BETWEEN SAID POINTS IS NORTH 89°29'52" EAST A DISTANCE OF 2,642.01 FEET.

Above Legal Description was prepared by:

Raymond W. Bayer  
For and on behalf  
R.W. Bayer & Associates, Inc.  
12170 Tejon St., Unit 700  
Westminster, CO 80234

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
6. Furnish for recordation a partial release of deed of trust in the amount of \$13,000,000.00, 60th Place & Broadway, LLC, a Colorado limited liability company, trustor/grantor, Public Trustee of Adams County, Citywide Banks, beneficiary, recorded on January 4, 2022, at Reception No. [202200000511](#).

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

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

Assignment of Leases and Rents recorded January 4, 2022 at Reception No. [202200000512](#).

7. Furnish for recordation a partial release of deed of trust in the amount of \$19,600,000.00, 60th Place & Broadway, LLC, a Colorado limited liability company, trustor/grantor, Public Trustee of Adams County, Citywide Banks, beneficiary, recorded on April 5, 2022, at Reception No. [2022000029727](#).

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

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

Assignment of Rents recorded April 5, 2022 at Reception No. [2022000029728](#).

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

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

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**SCHEDULE B, PART I - Requirements**

(continued)

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

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

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

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

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

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

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

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

10. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.

11. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

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

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**SCHEDULE B, PART I - Requirements**

(continued)

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

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

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

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

13. In consideration of the issuance of ALTA Endorsement 9.8-06, and 100.31 the Company must receive a copy of the signed and approved "Plans", means those site and elevation plans made by the architect or engineer please provide all sheets/pages as are approved from the appropriate governing authority providing the following information with respect to the Land:

- 1) Zoning designation
- 2) Allowed uses
- 3) Parking requirements
- 4) Acknowledgment that the Land is in compliance with current zoning and/or referencing any known zoning violations. And, if there are any violations, addressing the variances which may have been granted in connection therewith.
- 5) Location and placement of contemplated buildings or structures
- 6) Any restrictions of said development, such as set backs, height restrictions, composition and structural requirements, access, parking or other required development standards.

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

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

NOTE: THE ISSUANCE OF THE FORM 110.1 ENDORSEMENT OR DELETION 1-4 OF THE STANDARD EXCEPTIONS IS PREDICATED UPON THE SATISFACTION OF ALL REQUIREMENTS SET FORTH HEREIN AND EVIDENCE SATISFACTORY TO THE COMPANY THAT THERE HAS BEEN NO RECENT, ONGOING OR ANTICIPATED CONSTRUCTION ON THE LAND.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - 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 facts, rights, interests, or claims that are 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 but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the company.

6. Water rights, claims or title to water, whether or not these matters are shown by the Public Records.
7. Taxes and assessments for the current year, including all taxes now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.

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

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

**"Taxes and assessments for the year 2025 and subsequent years, a lien, but not yet due or payable."**

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

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

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**SCHEDULE B, PART II - Exceptions**

(continued)

facilities, in instrument recorded March 15, 1993 in [Book 4038 at Page 101](#).

Termination and Release of Easement Agreement in connection thereto recorded October 22, 2020 at Reception No. [2020000108553](#).

10. ~~Terms, provisions and conditions of reservation of all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including without limiting the generality of the foregoing, oil, and gas and rights thereto, as reserved in Deed recorded May 17, 2001 at Reception No. [C0801890](#).~~

~~(Affects Parcel L)~~

11. ~~Any boundary discrepancy due to the lack of an exact legal description for that part of the Union Pacific Railroad Company's (formerly the Denver and Rio Grande Western Railroad Company) Tract, and right, title or interest which may be claimed by said Railroad if it is determined there is a discrepancy, as described in Deed recorded May 17, 2001 at Reception No. [C0801890](#).~~

~~(Affects Parcel L)~~

12. ~~Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Deed recorded on May 25, 2004, at Reception No. [20040525000402230](#).~~

~~(Affects Parcel L)~~

13. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners recorded on December 9, 2021, at Reception No. [2021000143886](#).

(Affects Parcel J)

14. Restriction on use for a period of 20 years as is more specifically set forth in the Special Warranty Deed recorded March 14, 2019 at Reception No. [2019000018494](#).

15. A lease with certain terms, covenants, conditions and provisions set forth therein, dated July 24, 2023, 60th Place & Broadway, LLC, a Colorado limited liability company, Lessor, and Brannan Sand and Gravel Company, L.L.C., Lessee, recorded July 31, 2023 at Reception No. [2023000043516](#).

16. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2024-449 by Adams County recorded on August 27, 2024, at Reception No. [2024000046992](#).

17. The following items as set forth on the ALTA/NSPS survey as prepared by R.W. Bayer & Associates, Inc. Dated July 21, 2023 as Project No. 2023-076

a. location of fence lines and any boundary discrepancy due to the location of fence lines and the effect of any right, title or interest that may be claimed due to any said discrepancy.

~~b. Encroachment of 2 AC Units from adjacent property.~~

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**SCHEDULE B, PART II - Exceptions**  
(continued)

- ~~c. Encroachment of building by .5 Feet, from adjacent property.~~
- ~~d. Encroachment of storage containers from adjacent property.~~
- e. Electric Meter and Electric Panel not lying in an easement and no apparent easement.
- ~~f. Apparent road way traversing through Parcel L.~~

**END OF SCHEDULE B, PART II**

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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 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 is not 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 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.

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(continued)

- 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.

**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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

**END OF CONDITIONS**

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## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

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**DISCLOSURE STATEMENT**  
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - The subject property may be located in a special taxing district.
  - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
  - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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Inquire before you wire!

## WIRE FRAUD ALERT

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

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

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

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

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

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

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

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

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

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

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

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

### **Collection of Browsing Information**

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

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

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

### **Other Online Specifics**

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

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

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

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

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.

- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

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

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

### **Security of Your Information**

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

### **Choices With Your Information**

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

### **State-Specific Consumer Privacy Information:**

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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





# CONSTRUCTION PERMIT

Permit number: **23AD0713**

Issuance: **1**

Date issued: February 23, 2024 480617

Issued to: **Brannan Ready Mixed**

Facility Name: 60<sup>th</sup> Avenue Stress Concrete Batch Plant  
 Plant AIRS ID: 001-2309-001  
 Physical Location: 305 W. 60<sup>th</sup> Place, Denver  
 County: Adams County  
 General Description: Concrete production facility

Equipment or activity subject to this permit:

Facility Equipment ID	AIRS Point	Description
-	001	Truck Mix Concrete Plant  Make: Con-E-Co / Model: Lo-Pro 327SS / Serial No.: 11217-L  Design capacity of equipment 300 cubic yards per hour  Control Equipment: Partial Enclosures, Baghouse, and/or Silotop Cartridge Filters.

THIS PERMIT IS GRANTED SUBJECT TO ALL RULES AND REGULATIONS OF THE COLORADO AIR QUALITY CONTROL COMMISSION AND THE COLORADO AIR POLLUTION PREVENTION AND CONTROL ACT C.R.S. (25-7-101 et seq), TO THOSE GENERAL TERMS AND CONDITIONS INCLUDED IN THIS DOCUMENT AND THE FOLLOWING SPECIFIC TERMS AND CONDITIONS:

## REQUIREMENTS TO SELF-CERTIFY FOR FINAL APPROVAL

- Point 001: YOU MUST notify the Air Pollution Control Division (Division) no later than fifteen days after commencement of operation under this permit by submitting a Notice of Startup (NOS) form to the Division. The Notice of Startup (NOS) form may be downloaded online at <https://cdphe.colorado.gov/apens-and-air-permits/air-permit-self-certification>. Failure to notify the Division of startup of the permitted source is a violation of AQCC Regulation Number 3, Part B, III.G.1., and can result in the revocation of the permit.



2. Within one hundred and eighty (180) days after commencement of operation or issuance of this permit, whichever is later, compliance with the conditions contained on this permit must be demonstrated to the Division. It is the permittee's responsibility to self-certify compliance with the conditions. Failure to demonstrate compliance within 180 days may result in revocation of the permit or enforcement action by the Division. Information on how to certify compliance was mailed with the permit or can be obtained from the Division's website. Search for "Colorado air permit self-certification" in a search engine to find self-certification info. (Reference: Regulation Number 3, Part B, III.G.2.)
3. This permit will expire if the owner or operator of the source for which this permit was issued: (i) does not commence construction/modification or operation of this source within eighteen (18) months after either, the date of issuance of this construction permit or the date on which such construction or activity was scheduled to commence as set forth in the permit application associated with this permit; (ii) discontinues construction for a period of eighteen months or more; (iii) does not complete construction within a reasonable time of the estimated completion date. The Division may grant extensions of the deadline per Regulation Number 3, Part B, III.F.4.b. (Reference: Regulation Number 3, Part B, III.F.4.)
4. Point 001: Within one hundred and eighty (180) days after commencement of operation or issuance of this permit, whichever is later, the operator must complete all initial compliance testing and sampling as required in this permit and submit the results to the Division as part of the self-certification process. (Reference: Regulation Number 3, Part B, III.G.2.)
5. Within thirty (30) days after commencement of operation or issuance of this permit, whichever is later, the permit number and AIRS ID number must be marked on the subject equipment for ease of identification. (Reference: Regulation Number 3, Part B, III.E.) (State only enforceable)

## EMISSION LIMITATIONS AND RECORDS

6. Emissions of air pollutants must not exceed the following limitations (as calculated using the emission factors included in the "Notes to Permit Holder" section of this permit). (Reference: Regulation Number 3, Part B, II.A.4.)

### Annual Limits:

Facility Equipment ID	AIRS Point	Tons per Year							Emission Type
		PM	PM <sub>10</sub>	PM <sub>2.5</sub>	NO <sub>x</sub>	SO <sub>2</sub>	VOC	CO	
-	001	0.1	0.1	-	-	-	-	-	Point
		3.9	1.4	0.3	-	-	-	-	Fugitive
	<b>TOTAL</b>	<b>3.9</b>	<b>1.4</b>	<b>0.3</b>	-	-	-	-	All

See "Notes to Permit Holder" for information on emission factors and methods used to calculate limits.

In the absence of credible evidence to the contrary, compliance with the fugitive emission limits is demonstrated by complying with the production limits listed below and by following the attached particulate emissions control plan.

Note: Compliance with the point emission limits must be demonstrated by not exceeding the production limits listed below and by proper operation and maintenance of the emission control equipment listed below.

7. The emission points in the table below must be maintained and operated with the control equipment as listed. The emission control devices must be inspected, monitored, maintained / renewed, and operated as per the manufacturers' recommendations, or maintained in accordance with good air pollution control practices to ensure the satisfactory performance of the devices. (Reference: Regulation Number 3, Part B, III.E.)

AIRS Point	Source of Emissions	Control Device(s)	Controlled Pollutant(s)
001	Truck Loading	Baghouse	PM, PM <sub>10</sub> , PM <sub>2.5</sub>
	Weigh Hopper Loading/ Sand & Aggregate Transfer by Conveyor	Partial Enclosures	
	Cement & Fly Ash Loading to Storage Bins	Silotop cartridge filters	

### **PROCESS LIMITATIONS AND RECORDS**

8. This source must be limited to the following maximum consumption, processing and/or operational rates as listed below. Annual records of the actual process rate must be maintained by the applicant and made available to the Division for inspection upon request. (Reference: Regulation Number 3, Part B, II.A.4.)

#### **Process/Consumption Limits**

AIRS Point	Process Parameter	Annual Limit
001	Production of concrete	300,000 yd <sup>3</sup>

### **STATE REGULATORY REQUIREMENTS**

9. Visible emissions must not exceed twenty percent (20%) opacity during normal operation of the source. During periods of startup, process modification, or adjustment of control equipment visible emissions must not exceed thirty percent (30%) opacity for more than six (6) minutes in any sixty (60) consecutive minutes. Opacity must be determined using EPA Method 9. (Reference: Regulation Number 1, II.A.1. & 4.)
10. This source is subject to the odor requirements of Regulation Number 2. (State only enforceable)
11. The particulate emission control measures listed on the attached page (as approved by the Division) must be applied to the particulate emission producing sources as required by Regulation Number 1, III.D.1.b.

## OPERATING & MAINTENANCE REQUIREMENTS

12. This source is not required to follow a Division-approved operating and maintenance plan. The source must follow the manufacturer's operating and maintenance recommendations or must follow good air pollution control practices.

## COMPLIANCE TESTING AND SAMPLING

### Initial Testing Requirements

13. Within one hundred and eighty (180) days of startup, the owner or operator must demonstrate compliance with Condition 9, using EPA Method 9 to measure opacity from the mix area. This measurement must consist of a minimum twenty four (24) consecutive readings taken at fifteen (15) second intervals over a six (6) minute period. (Reference: Regulation Number 1, Section II.A.1. & 4.)

### Periodic Testing Requirements

14. There are no periodic testing requirements for this source.

## ADDITIONAL REQUIREMENTS

15. The permit number and AIRS ID number must be marked on the subject equipment for ease of identification. (Reference: Regulation Number 3, Part B, III.E.) (State only enforceable)
16. A Revised Air Pollutant Emission Notice (APEN) must be filed: (Reference: Regulation Number 3, Part A, II.C.)
  - a. By April 30 of the year following a significant increase in emissions. A significant increase in emissions is defined as follows:

#### **For any criteria pollutant:**

For sources emitting **less than one hundred (100) tons per year**, a change in actual emissions of five (5) tons per year or more, above the level reported on the last APEN submitted; or

For volatile organic compounds (VOC) and nitrogen oxide (NO<sub>x</sub>) sources in an ozone nonattainment area emitting **less than one hundred (100) tons of VOC or nitrogen oxides per year**, a change in actual emissions of one (1) ton per year or more or five percent (5%), whichever is greater, above the level reported on the last APEN submitted; or

For sources emitting **one hundred (100) tons per year or more of a criteria pollutant**, a change in actual emissions of five percent (5%) or fifty (50) tons per year or more, whichever is less, above the level reported on the last APEN submitted; or

For sources emitting **any amount of lead**, a change in actual emissions, above the level reported on the last APEN submitted, of fifty (50) pounds of lead

**For any non-criteria reportable pollutant:**

If the emissions increase by fifty percent (50%) or five (5) tons per year, whichever is less, above the level reported on the last APEN submitted to the Division.

- b. Whenever there is a change in the owner or operator of any facility, process, or activity; or
- c. Whenever new control equipment is installed, or whenever a different type of control equipment replaces an existing type of control equipment; or
- d. Whenever a permit limitation must be modified; or
- e. No later than thirty (30) days before the existing APEN expires.

**GENERAL TERMS AND CONDITIONS:**

- 17. This permit and any attachments must be retained and made available for inspection upon request. The permit may be reissued to a new owner by the Division as provided in Regulation Number 3, Part B, II.B. upon a request for transfer of ownership and the submittal of a revised APEN and the required fee.
- 18. If this permit specifically states that final approval has been granted, then the remainder of this condition is not applicable. Otherwise, the issuance of this construction permit is considered initial approval and does not provide "final" approval for this activity or operation of this source. Final approval of the permit must be secured from the APCD in writing in accordance with the provisions of 25-7-114.5(12)(a) C.R.S. and AQCC Regulation Number 3, Part B, III.G. Final approval cannot be granted until the operation or activity commences and has been verified by the APCD as conforming in all respects with the conditions of the permit. Once self-certification of all points has been reviewed and approved by the Division, it will provide written documentation of such final approval. **Details for obtaining final approval to operate are located in the Requirements to Self-Certify for Final Approval section of this permit.** The operator must retain the permit final approval letter issued by the Division after completion of self-certification with the most current construction permit.
- 19. This permit is issued in reliance upon the accuracy and completeness of information supplied by the applicant and is conditioned upon conduct of the activity, or construction, installation and operation of the source, in accordance with this information and with representations made by the applicant or applicant's agents. It is valid only for the equipment and operations or activity(ies) specifically identified in this permit. If subsequent operations or testing at the source indicate the information supplied to obtain this permit and relied upon in the creation and issuance of this permit is inaccurate, the source must submit an application to modify the permit to address the inaccuracy(ies). (Reference: Regulation Number 3, Part B III.E.)

## Permit History

Issuance	Date	Description
Issuance 1	This Issuance	Initial Approval issued to Brannan Ready Mixed.

Notes to Permit Holder (as of date of permit issuance):

- 1) The production or raw material processing limits and emission limits contained in this permit are based on the production/processing rates requested in the permit application. These limits may be revised upon request of the permittee providing there is no exceedence of any specific emission control regulation or any ambient air quality standard. A revised air pollutant emission notice (APEN) and application form must be submitted with a request for a permit revision. (Reference: Regulation Number 3, Part B, II.A.4.)
- 2) This source is subject to the Common Provisions Regulation Part II, Subpart E, Affirmative Defense Provision for Excess Emissions During Malfunctions. The permittee must notify the Division of any malfunction condition which causes a violation of any emission limit or limits stated in this permit as soon as possible, but no later than noon of the next working day, followed by written notice to the Division addressing all of the criteria set forth in Part II.E.1. of the Common Provisions Regulation. See: <https://www.colorado.gov/pacific/cdphe/aqcc-regs>.
- 3) The emission levels contained in this permit are based on the following emission factors:

### Point 001:

Emission Type	Pollutant	Emission Factors (lbs/yd <sup>3</sup> )		
		Uncontrolled	Controlled	Source
Point	PM	0.0250	0.0003	Division-calculated based on source-provided data and information from AP-42 Chapters 11.12, 13.2.1, 13.2.2, and the WRAP Handbook, Ch. 9.3.
	PM <sub>10</sub>	0.0150	0.0002	
	PM <sub>2.5</sub>	0.0023	0.00002	
Fugitive	PM	0.4215	0.0254	
	PM <sub>10</sub>	0.1181	0.0091	
	PM <sub>2.5</sub>	0.0191	0.0016	

- 4) In accordance with C.R.S. 25-7-114.1, each Air Pollutant Emission Notice (APEN) associated with this permit is valid for a term of five (5) years from the date it was received by the Division. A revised APEN must be submitted no later than thirty (30) days before the five-year term expires. Please refer to the most recent annual fee invoice to determine the APEN expiration date for each emissions point associated with this permit. For any questions regarding a specific expiration date call the Division at (303)-692-3150.

5) This facility is classified as follows:

Applicable Requirement	Status
Operating Permit	Minor Source
PSD	Minor Source
NANSR	Minor Source

- 6) The permit holder is required to pay fees for the processing time for this permit. An invoice for these fees will be issued after the permit is issued. Failure to pay the invoice will result in revocation of this permit. The permit holder must pay the invoice within thirty (30) days of receipt of the invoice. (Reference: Regulation Number 3, Part A, VI.B.)
- 7) Unless specifically stated otherwise, the general and specific conditions contained in this permit have been determined by the Division to be necessary to assure compliance with the provisions of Section 25-7-114.5(7)(a), C.R.S.
- 8) Each and every condition of this permit is a material part hereof and is not severable. Any challenge to or appeal of a condition hereof must constitute a rejection of the entire permit and upon such occurrence, this permit must be deemed denied *ab initio*. This permit may be revoked at any time prior to self-certification and final authorization by the Division on grounds set forth in the Colorado Air Pollution Prevention and Control Act and regulations of the AQCC including failure to meet any express term or condition of the permit. If the Division denies a permit, conditions imposed upon a permit are contested by the applicant, or the Division revokes a permit, the applicant or owner or operator of a source may request a hearing before the AQCC for review of the Division's action. (Reference: Regulation Number 3, Part B, III.F.)
- 9) Section 25-7-114.7(2)(a), C.R.S. requires that all sources required to file an Air Pollutant Emission Notice (APEN) must **pay an annual emission fee**. If a source or activity is to be discontinued, the owner must notify the Division in writing requesting a cancellation of the permit. Upon notification, annual fee billing will terminate.
- 10) Violation of the terms of a permit or of the provisions of the Colorado Air Pollution Prevention and Control Act or the regulations of the AQCC may result in administrative, civil or criminal enforcement actions under Sections 25-7-115 (enforcement), -121 (injunctions), -122 (civil penalties), -122.1 (criminal penalties), C.R.S.

## PARTICULATE EMISSIONS CONTROL PLAN FOR MATERIAL PROCESSING ACTIVITIES

THE FOLLOWING PARTICULATE EMISSIONS CONTROL MEASURES MUST BE USED FOR COMPLIANCE PURPOSES ON THE ACTIVITIES COVERED BY THIS PERMIT, AS REQUIRED BY THE AIR QUALITY CONTROL COMMISSION REGULATION NUMBER 1, III.D.1.b. THIS SOURCE IS SUBJECT TO THE FOLLOWING EMISSION GUIDELINES:

- a. **Processing Activities** - Visible emissions not to exceed twenty percent (20%) opacity, no off-property transport of visible emissions.
- b. **Haul Roads** - No off-property transport of visible emissions must apply to on-site haul roads, the nuisance guidelines must apply to off-site haul roads.
- c. **Haul Trucks** - There must be no off-property transport of visible emissions from haul trucks when operating on the property of the owner or operator. There must be no off-vehicle transport of visible emissions from the material in the haul trucks when operating off of the property of the owner or operator.

### Control Measures

1. Material stockpiles must consist of only prewashed aggregate and must be partially enclosed.
2. Material stockpiles must be watered with haul trucks as necessary to control fugitive particulate emissions.
3. Vehicle speed on paved and unpaved roads must be restricted to 5 miles per hour. Speed limit signs must be posted.
4. Plant entryway, truck service roads, and concrete batching areas must be paved. Street sweeping must be implemented if dust problems occur.
5. Aggregate materials must be sprayed with water during material loading into the storage bins or stockpiles as necessary to control fugitive particulate emissions.

**Commenting Division: ROW Review 2<sup>nd</sup> Review**

**Name of Reviewer: Thayeng Chang**

**Date: 10/30/2025**

**Email:**

**Resubmittal Required**

ROW1: Owner signatory name does not match Statement of Authority name

*2<sup>nd</sup> Review Response: The property is all under one ownership (Brannan Sand and Gravel Company, LLC).*

ROW2: Revise Lien Holder Approval Template as follows:

LIEN HOLDERS ACCEPTANCE:

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS AS SHOWN  
ON THIS PLAT AND RELEASE(S) THE SAME FROM ENCUMBRANCE AS RECORDED AT  
RECEPTION NUMBER \_\_\_\_\_ OF ADAMS COUNTY PUBLIC RECORDS

\_\_\_\_\_  
NAME TITLE/OFFICER

STATE OF \_\_\_\_\_)

)ss.

COUNTY OF \_\_\_\_\_)

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_, BY [LIEN HOLDERS NAME]

\*NOTARY BLOCK COMPLETION.

*2<sup>nd</sup> Review Response: There is no lien on the property. The certificate has been removed.*

ROW3: Revise Clerk and Recorder's block as follows:

CLERK AND RECORDER'S CERTIFICATE

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK  
AND RECORDER, IN THE STATE OF COLORADO, AT \_\_\_\_\_ M., ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ A.D. 202\_

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DEPUTY CLERK AND RECORDER RECEPTION NUMBER

*2<sup>nd</sup> Review Response: Certificate updated*

ROW4: Per previous comment (ROW9), missing Revision Block.

*2<sup>nd</sup> Review Response: The revision block is indicated in the lower RH corner of the sheet, including the previous version.*

ROW5: Provide a Plat Note stating the ownership and maintenance responsibilities of the 40.0 feet wide shared access easement off W. 60th Place.

*2<sup>nd</sup> Review Response: The easement has been deleted. The plat now includes only one lot for the entire property, and as such the easement is not required.*

ROW6: Show the parcel lines of Parcels J and K of Reception No. 673391.

*2<sup>nd</sup> Review Response: Parcel lines noted on Sheet. 2.*

ROW7: Provide an area calculation of the right-of-way dedication along Huron Street.

*2<sup>nd</sup> Review Response: Added to Sheet 2 (3,433 SF)*

ROW8: The response to ROW1 comment from the previous review comments states that 'the scope of the plat has been changes to include only land owned by ML Holdings'. Has title to the property changed during this review period? Please clarify.

*2<sup>nd</sup> Review Response: Yes, the property is now owned by Brannan Sand and Gravel Company, LLC. ML Holdings is no longer a party to this application.*

**Commenting Division: Development Engineering Review 2<sup>nd</sup> Review**

**Name of Reviewer: Matthew Emmens**

**Date: 10/29/2025**

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0611H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

*Response: Comment acknowledged.*

County Comment; Comment Closed

*2<sup>nd</sup> Review Response: No response required to closed comment.*

ENG2: The applicant shall be responsible for ensuring compliance with all Federal, State, and Local water quality construction requirements. In the event that the disturbed area of the site exceeds 1 acre and the site is within the Adams County MS4 area, then the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000.

The site is located within the Adams County MS4 permit area. An Adams County SWQ Permit is required for development of this site.

The applicant should contact Juliana Archuleta, the County's Stormwater Program Manager, to inquire about obtaining a SWQ Permit. Ms. Archuleta can be contacted at 720-523-6869 or

By email at [mjarchuleta@adcogov.org](mailto:mjarchuleta@adcogov.org).

*Response: Comment acknowledged*

*County Comment: No construction or building permits will be issued until the applicant has obtained both an Adams County Stormwater Quality Permit and a State COR400000 Stormwater Permit.*

*Comment closed.*

*2<sup>nd</sup> Review Response: No response required to closed comment.*

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, electronic copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

*Response: A separate submittal for Engineering was made along with the initial plat submittal. We received comments on 11/24/25. The engineering documents were resubmitted January 20, 2026.*

*County Comment: The EGR submittal was received and is under review. EGR Review comments will be available shortly. This comment remains open until all EGR Review comments are resolved.*

*Response: A separate submittal for Engineering was made along with the initial plat submittal. We received comments on 11/24/25. The engineering documents were resubmitted January 20, 2026.*

Please note: the Engineering Review requires a separate application. Do not include Engineering Review documents with land use application submittals.

*Response: A separate submittal for Engineering was made along with the initial plat submittal. We received comments on 11/24/25. The engineering documents were resubmitted January 20, 2026.*

*County Comment: See response above.*

*Response: A separate submittal for Engineering was made along with the initial plat submittal. We received comments on 11/24/25. The engineering documents were resubmitted January 20, 2026.*

The Engineering Review application (Case # EGR2025-00028) has been received and is currently under review.

*Response: Comment acknowledged.*

*County Comment: See response above.*

*Response: A separate submittal for Engineering was made along with the initial plat submittal. We received comments on 11/24/25. The engineering documents are were resubmitted January 20, 2026.*

ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

*Response: The engineering plans depict right-of-way improvements along the Huron Street frontage, as previously depicted in approved CUP and SUP.*

County Comment: Roadway improvements are shown in the site construction plans being reviewed as case EGR2025-00028. Any review comment of those improvements will be found in the EGR case comments.

This comment closed.

*2<sup>nd</sup> Review Response: No response required to closed comment.*

**Commenting Division: Development Engineering Review 2<sup>nd</sup> Review**

**Name of Reviewer: Matthew Emmens**

**Date: 10/29/2025**

**Email: memmens@adcogov.org Comment**

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

*Response: Comment acknowledged.*

County Comment: Case SIA2025-00009 has been created. This comment remains open until the SIA has been reviewed and all comments resolved.

*Response: A separate submittal for Engineering was made along with the initial plat submittal. We received comments on 11/24/25. The engineering documents were resubmitted January 20, 2026.*

ENG6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Public Works Dept.

*Response: Comment acknowledged.*

County Comment: Comment closed.

*2<sup>nd</sup> Review Response: No response required to closed comment.*

ENG7: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk or other County infrastructure damaged during construction.

*Response: Comment acknowledged.*

County Comment: Comment closed.

*2<sup>nd</sup> Review Response: No response required to closed comment.*

ENG8: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
7. Treatment of stormwater flows as close to the impervious area as possible.
8. LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

*Response: Refer to drainage report included with Engineering Review submittal.*

*County Comment: Review of the LID features will be done under the EGR case review. Comment closed.*

*Response: EGR case review indicates that the LID features proposed are sufficient to meet Section 9-01-03-14. No further action required.*

**Commenting Division: Environmental Analyst Review 2<sup>nd</sup> Review**

**Name of Reviewer: Megan Grant**

**Date: 10/28/2025**

**Email**

**Resubmittal Required**

ENV1. The applicant provided a water and sewer will serve for two of the subject parcels, dated October 2023. A current water and sewer will-serve letter confirming water and sewer availability and service from the applicable water and sewer provider (North Pecos Water and Sanitation District) will be required for Adams County review. Additionally, please include all requested subject parcels in the will-serve letter.

*Response: - Will serve letter dated September 25, 2025 is included in this submittal.*

**Commenting Division: Planner Review 2<sup>nd</sup> Review**

**Name of Reviewer: Nick Eagleson**

**Date: 10/23/2025**

**Email:**

**Resubmittal Required**

PLN01: Improvements Agreement required to be completed prior to scheduling.

*2<sup>nd</sup> Review Response Comment Acknowledged.*

**Commenting Division: Attorney Review 2<sup>nd</sup> Review**

**Name of Reviewer: Sally Daggett**

**Date: 10/23/2025**

**Resubmittal Required**

1. Plat still needs revisions to comply with County requirements. For example, the dedication certificate is not correct. ROW will identify the required revisions more fully.

*2<sup>nd</sup> Review Response: See response to Thayeng Chang comments.*

**RESPONSES TO FIRST ROUND OF COMMENTS:**

**Commenting Division: ROW Review**

**Name of Reviewer: David Dittmer**

**Date: 08/14/2025**

**Email:**

**Resubmittal Required**

ROW1: Brannan and 60th Place and Broadway must be co-applicants and signatories on the plat.

*Response: ~~The scope of the plat has been changed to include only land owned by ML Holdings.~~*

*Updated response December 2025: The scope of the plat has been changed to include only land owned by Brannan Sand and Gravel.*

ROW2: A copy of a recorded statement of authority will be required from each owner to verify signatory's ability to execute the subdivision plat.

*Response: Statement of Authority has been included with this resubmittal. [Comment addressed in first resubmittal]*

ROW3: A title commitment currently dated is required for review. It must provide hyperlinks for all cited documents or an abstract. The legal description as provided by this commitment must match verbatim, and those parcels labeled on the plat. Those parcel lines will become the new lot lines of the subdivision. Square footage and acreage do not match between legal and second sheet.

*Response: An updated title commitment has been included with this resubmittal.*

ROW4: Need to bring in all lots owned by 60th Place Broadway into the plat and bring them all into state and county compliance. Missing one as shown on the plat comments.

*Response: – All parcels required for inclusion in the plat are shown. Parcel L is exempt from subdivision.*

*Updated response December 2025: The scope of the plat has been changed to include only land owned by Brannan Sand and Gravel.*

ROW5: All owners must be a party to the plat. Each will have their own date of execution and affirmation. Affirmation must read as follows: The Foregoing Ownership and Dedication Certificate was acknowledged before me this day of , 2025 , by, as, for. Owner's signature includes their typed name and title below the signature line.

~~*Response: The scope of the plat has been changed to include only land owned by ML Holdings.*~~

*Updated response December 2025: The scope of the plat has been changed to include only land owned by Brannan Sand and Gravel.*

ROW6: Numerous typographical errors.

*Response: Corrected. [Comment addressed in first resubmittal]*

ROW7: Any owner under a deed of trust must have lien holder approval for any dedication of public easements or right-of-way. See Lien Holder Approval template as provided on the plat.

~~*Response: A signature block for the lienholder has been added to the plat.*~~

*Updated response December 2025: There is no longer a lien holder on this property.*

ROW8: Revise the Planning Commissions signature block with template provided and Board of County Commissions with comments provided on the plat.

*Response: Signature blocks revised. [Comment addressed in first resubmittal]*

ROW9: Have two Clerk and Recorder's, recording block. Remove one.

*Response: Extra block removed. [Comment addressed in first resubmittal]*

ROW10: Provide a revision block with all subsequent submittals so we know we are reviewing the latest and greatest survey.

*Response: Revision mark added (9-15-25). [Comment addressed in first resubmittal]*

ROW11: There are line weight issues with lines overlaying other lines. Please clarify and revise.

*Response: Comment addressed in first resubmittal*

ROW12: No blanks will be allowed and any easements/agreements as recorded must be cited on the plat.

*Response: Line work updated. [Comment addressed in first resubmittal]*

ROW13: The detention pond (drainage easement) being dedicated needs to have a drainage easement between Lot 3 and Lot 2 due to different ownership. This easement must be cited on the plat. However, as both parties are

agreeing to the provisions of the plat, the statement as provided for the benefit of Lots 2 and 3 with a plat note may be sufficient, along with statement on sheet 2. Will discuss this with review team.

*Response: Lot 3 has been removed from the Plat.*

*Updated response December 2025: The plat now includes only one lot (Lot 1) so no cross-lot drainage easements are required.*

**Commenting Division:** Development Engineering Review

**Name of Reviewer:** Matthew Emmens

**Date:** 08/14/2025

**Email:** memmens@adcogov.org

**Resubmittal Required**

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0611H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

*Response: Comment acknowledged.*

ENG2: The applicant shall be responsible for ensuring compliance with all Federal, State, and Local water quality construction requirements. In the event that the disturbed area of the site exceeds 1 acre and the site is within the Adams County MS4 area, then the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000.

The site is located within the Adams County MS4 permit area. An Adams County SWQ Permit is required for development of this site.

The applicant should contact Juliana Archuleta, the County's Stormwater Program Manager, to inquire about obtaining a SWQ Permit. Ms. Archuleta can be contacted at 720-523-6869 or

By email at mjarchuleta@adcogov.org.

*Response: Comment acknowledged. – Stormwater Quality Permit has been obtained. Please see attached.*

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, electronic copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

*Response: A separate submittal for Engineering was resubmitted January 20, 2026. To date, the applicant has not received comments on the engineering plans. We understand that the review is ongoing.*

Please note: the Engineering Review requires a separate application. Do not include Engineering Review documents with land use application submittals.

*Response: Comment acknowledged.*

*Response: A separate submittal for Engineering was made along with the initial plat submittal. We received comments on 11/24/25. The engineering documents were resubmitted January 20, 2026.*

The Engineering Review application (Case # EGR2025-00028) has been received and is currently under review.

*Response: Comment acknowledged.*

*Response: A separate submittal for Engineering was made along with the initial plat submittal. We received comments on 11/24/25. The engineering documents were resubmitted January 20, 2026.*

ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

*Response: The engineering plans depict right-of-way improvements along the Huron Street frontage, as previously depicted in approved CUP and SUP.*

#### **Commenting Division: Planner Review**

**Name of Reviewer: Nick Eagleson**

**Date: 08/14/2025**

**Email:**

#### **Resubmittal Required**

PLN01: Request is for a Minor Subdivision Final Plat to create three lots on approximately 23.4 acres.

*Response: The plat has been revised to include 13.609 acres, and no longer includes the Brannan 62<sup>nd</sup> Avenue property.*

PLN02. Place case number PLT2025-00031 at the top right of the page.

*Response: The case number has been added to the upper right hand corner of the plat [Comment addressed in first resubmittal].*

PLN03: Originally, this minor subdivision was going to include lots one and two, as well as Parcel L. It doesn't appear that Parcel L is included in this request. Please include Parcel L.

*Response: All parcels required for inclusion in the plat are shown. Parcel L is exempt from subdivision. Applicant will work further with survey and legal regarding this matter*

PLN04: Since you are going to incorporate lot three into the subdivision, the total acreage would be over 20, which would require a Major Subdivision process. This would need to go through the preliminary plat process, which would go to PC and BoCC, and the final plat process, which would only go before the BoCC.

*Response: The plat has been revised to include 13.609 acres, and no longer includes the Brannan 62<sup>nd</sup> Avenue property. The case number has been added to the upper right hand corner of the plat.*

PLN05: A subdivision Improvements Agreement would be required with the final plat.

*Response: Comment acknowledged.*

**Commenting Division:** Environmental Analyst Review

**Name of Reviewer:** Megan Grant

**Date:** 08/14/2025

**Email:**

**Resubmittal Required**

The following comments apply to water and sewer:

ENV1. The applicant provided a water and sewer will serve for two of the subject parcels, dated October 2023. A current water and sewer will-serve letter confirming water and sewer availability and service from the applicable water and sewer provider (North Pecos Water and Sanitation District) will be required for Adams County review. Additionally, please include all requested subject parcels in the will-serve letter.

*Response: - Will serve letter included in this submittal.*

The following comments apply to subsequent permit application(s) and are provided for applicant information:

ENV2. The subject parcels are adjacent to and transected by the Fisher Ditch and Fisher Ditch Lateral. The applicant will need to work with the ditch authority regarding the proposed project, and provide this information to Adams County for review.

*Response: The applicant has been actively corresponding with the Fisher Ditch company.*

The following comments apply to mineral conservation:

ENV3. The subject parcel is located within the Adams County Mineral Conservation Overlay (MCO) district, the purpose of which is to establish reasonable and uniform limitations, safeguards, and controls for the conservation and wise utilization of natural resources and for rehabilitation of excavated land. Land within this classification is designated as containing commercial mineral deposits in sufficient size parcels and in areas where extraction and rehabilitation can be undertaken while still protecting the health, safety, and welfare of the inhabitants of the area and Adams County.

*Response: Comment acknowledged. [Comment addressed in first resubmittal].*

ENV4. The subject parcel is located within the MCO district but could be exempt from those requirements based on the following criteria:

1. Any parcel of land intended for uses that were allowed in the underlying zone district prior to July 1, 1973.
2. Any parcel of land five (5) acres or less in size in existence as a separate parcel prior to July 1, 1973.
3. Any parcel of land in excess of five (5) acres where it can be demonstrated the mineral resource is not of commercial quality and quantity.

The Director of Community and Economic Development may require competent proof a lot meets these criteria, including a written opinion from the State Geological Survey, where deemed appropriate.

Please provide documentation with subsequent permit application(s) if applicant can demonstrate exemption based on one or more of these requirements. Refer to Adams County Development Standards and Regulations (ACDSR) Section 3-42.

*Response: The County has confirmed that the properties are exempt from the Mineral Conservation Overlay per section 3-42-03-01:1. of the Development Standards and Regulations, which exempts “[a]ny parcel of land intended for uses that were allowed in the underlying zone district prior to July 1, 1973.” This property is exempted because the zoning is and has been industrial, and the intended use is consistent with that.*

The following comments apply to flammable gas:

ENV5. If you have documentation related to flammable gas investigation(s), reporting, and/or installed methane mitigation systems for the subject parcel, please provide this information for Adams County review with subsequent permit application(s).

*Response: Please see study included [Document transmitted with first resubmittal]*

ENV6. The FGO requires that if the applicant proposes to construct buildings, change the use of any lot, or disturb the soil of any lot within the overlay, they shall either conduct a flammable gas investigation to determine that flammable gas (methane) is not present within the subsurface soils or design the building(s) with a flammable gas control system. Refer to Adams County Development Standards and Regulations (ACDSR) Section 3-40.

*Response: Please see study included [Document transmitted with first resubmittal]*

ENV7. The soil gas investigation plan and design of flammable gas control system, as necessary, must be reviewed and approved by Colorado Department of Public Health and Environment, the fire district, and Adams County Health Department/Community and Economic Development Department. Approval documentation and all responses from the aforementioned organizations must be submitted to the Chief Building Official within the Adams County Community and Economic Development Department prior to permit approval.

CDPHE: Jerry Henderson, jerry.henderson@state.co.us ACHD/CEDD: Megan Grant, mgrant@adcogov.org

Adams County Fire Protection District: Whitney Even, WEven@acfpd.org

*Response: Refer to drainage report included with Engineering Review submittal.*

**Commenting Division: Development Engineering Review**

**Name of Reviewer: Matthew Emmens**

**Date: 08/14/2025**

**Email: [memmens@adcogov.org](mailto:memmens@adcogov.org)**

**Comment**

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

*Response: Comment acknowledged.*

ENG6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Public Works Dept.

*Response: Comment acknowledged.*

ENG7: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk or other County infrastructure damaged during construction.

*Response: Comment acknowledged.*

ENG8: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
7. Treatment of stormwater flows as close to the impervious area as possible.
8. LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

*Response: Refer to drainage report included with Engineering Review submittal.*

**Commenting Division: Neighborhood Services Review**

**Name of Reviewer: Cornelia Warnke**

**Date: 08/13/2025**

**Complete**

There are no open violations at this location at this time. No Comments.

*Response: Comment acknowledged.*

**Commenting Division:** Attorney Review

**Name of Reviewer:** Sally Daggett

**Date:** 08/08/2025

**Email:**

**Resubmittal Required**

Plat needs revisions to comply with County requirements. ROW will identify the required revisions more fully.

*Response: See responses to ROW division comments. [Comments addressed in first resubmittal]*



# CONSTRUCTION PERMIT

Permit number: **21PO0026**

Issuance: **1**

Date issued: March 27, 2021

Issued to: **Brannan Sand and Gravel Company, LLC**

Plant AIRS ID: 777/4589  
Physical Location: Homebased at 2500 E. Brannan Way, Denver  
General Description: Portable aggregate processing facility

**Equipment or activity subject to this permit:**

AIRS Point	Description
001	Portable aggregate screen Make: TBD, Model: TBD, S/N: TBD Design rated at 250 tons per hour Particulate matter emissions controlled by water spray bars

**THIS PERMIT IS GRANTED SUBJECT TO ALL RULES AND REGULATIONS OF THE COLORADO AIR QUALITY CONTROL COMMISSION AND THE COLORADO AIR POLLUTION PREVENTION AND CONTROL ACT C.R.S. (25-7-101 et seq), TO THOSE GENERAL TERMS AND CONDITIONS INCLUDED IN THIS DOCUMENT AND THE FOLLOWING SPECIFIC TERMS AND CONDITIONS:**

**REQUIREMENTS TO SELF-CERTIFY FOR FINAL APPROVAL**

1. **YOU MUST notify the Air Pollution Control Division (Division) no later than fifteen days after commencement of operation under this permit by submitting a Notice of Startup (NOS) form to the Division.** The Notice of Startup (NOS) form may be downloaded online at <https://cdphe.colorado.gov/compliance-and-enforcement>. Failure to notify the Division of startup of the permitted source is a violation of AQCC Regulation Number 3, Part B, III.G.1 and can result in the revocation of the permit.
2. Within one hundred and eighty days (180) after commencement of operation or issuance of this permit, whichever is later, compliance with the conditions contained on this permit must be demonstrated to the Division. It is the permittee's responsibility to self-certify compliance with the conditions. Failure to demonstrate compliance within 180 days may result in revocation of the permit or enforcement action by the Division. Information on how to certify compliance was mailed with the permit or can be obtained from the Division's website. Search for "Colorado air permit self-certification" in a search engine to find self-certification info. (Reference: Regulation Number 3, Part B, III.G.2).



3. This permit will expire if the owner or operator of the source for which this permit was issued: (i) does not commence construction/modification or operation of this source within 18 months after either, the date of issuance of this construction permit or the date on which such construction or activity was scheduled to commence as set forth in the permit application associated with this permit; (ii) discontinues construction for a period of eighteen months or more; (iii) does not complete construction within a reasonable time of the estimated completion date. The Division may grant extensions of the deadline per Regulation Number 3, Part B, III.F.4.b. (Reference: Regulation Number 3, Part B, III.F.4.)
4. Within one hundred and eighty days (180) after commencement of operation or issuance of this permit, whichever is later, the operator must complete all initial compliance testing and sampling as required in this permit and submit the results to the Division as part of the self-certification process. (Reference: Regulation Number 3, Part B, III.G.2.)
5. Within thirty (30) days after commencement of operation or issuance of this permit, whichever is later, the permit number must be marked on the subject equipment for ease of identification. (Reference: Regulation Number 3, Part B, III.E.) (State only enforceable)
6. The manufacturer, model number, and serial number of the subject equipment must be provided to the Division within one hundred and eighty days (180) after commencement of operation or issuance of this permit, whichever is later. (Reference: Regulation Number 3, Part B, III.G.2.)

### **EMISSION LIMITATIONS AND RECORDS**

7. Emissions of air pollutants must not exceed the following limitations (as calculated using the emission factors included in the Notes to Permit Holder section of this permit). (Reference: Regulation Number 3, Part B, II.A.4)

**Annual Limits:**

AIRS Point	Tons per Year							Emission Type
	PM	PM <sub>10</sub>	PM <sub>2.5</sub>	NO <sub>x</sub>	SO <sub>2</sub>	VOC	CO	
001	0.5	0.2	-	-	-	-	-	Point

See "Notes to Permit Holder" for information on emission factors and methods used to calculate limits.

### **PROCESS LIMITATIONS AND RECORDS**

8. This source must be limited to the following maximum consumption, processing and/or operational rates as listed below. Annual records of the actual process rate must be maintained by the applicant and made available to the Division for inspection upon request. (Reference: Regulation Number 3, Part B, II.A.4)

**Process/Consumption Limits**

AIRS Point	Process Parameter	Annual Limit
001	Throughput of screened material	300,000 tons

## STATE AND FEDERAL REGULATORY REQUIREMENTS

9. Visible emissions must not exceed twenty percent (20%) opacity during normal operation of the source. During periods of startup, process modification, or adjustment of control equipment visible emissions must not exceed 30% opacity for more than six minutes in any sixty consecutive minutes. Opacity must be determined using EPA Method 9. (Reference: Regulation Number 1, II.A.1. & 4.)
10. The owner or operator must use the equipment listed in the table below to control particulate matter emissions as needed to meet the applicable opacity limits if material moisture content alone is insufficient. The emission control devices must be inspected, monitored, maintained / renewed, and operated as per the manufacturers' recommendations, or maintained in accordance with good air pollution control practices to ensure the satisfactory performance of the devices. (Reference: Regulation Number 3, Part B, III.E.)

AIRS Point	Control Device	Controlled Pollutants
001	Spray bars	PM, PM <sub>10</sub> , PM <sub>2.5</sub>

11. This source will be subject to the New Source Performance Standards requirements of Regulation number 6, Subpart 000 *whenever* there is primary crushing capacity greater than 150 tons per hour (portable equipment) or 25 tons per hour (fixed equipment) at this location as follows:

[The requirements below reflect the rule language of 40 CFR Part 60 Subpart 000 published in the Federal Register on 4/28/2009. However, if revisions to this Subpart are published at a later date, the owner or operator is subject to the requirements contained in the revised version of 40 CFR Part 60, Subpart 000.]

- a. Visible emissions from each screen and transfer point shall not exceed seven percent (7%) opacity.

In addition, the following requirements of Regulation Number 6, Part A, Subpart A, General Provisions, apply.

- b. At all times, including periods of start-up, shutdown, and malfunction, the facility and control equipment shall, to the extent practicable, be maintained and operated in a manner consistent with good air pollution control practices for minimizing emissions. Determination of whether or not acceptable operating and maintenance procedures are being used will be based on information available to the Division, which may include, but is not limited to, monitoring results, opacity observations, review of operating and maintenance procedures, and inspection of the source. (Reference: Regulation 6, Part A. General Provisions from 40CFR60.11)
- c. No article, machine, equipment or process shall be used to conceal an emission which would otherwise constitute a violation of an applicable standard. Such concealment includes, but is not limited to, the use of gaseous diluents to achieve compliance with an opacity standard or with a standard which is based on the concentration of a pollutant in the gases discharged to the atmosphere. (§ 60.12)
- d. Written notification of construction and initial startup dates shall be submitted to the Division as required under § 60.7.

- e. Records of startups, shutdowns, and malfunctions shall be maintained, as required under § 60.7.
- f. Written notification of opacity observation or monitor demonstrations shall be submitted to the Division as required under § 60.7.
- g. Compliance with opacity standards shall be demonstrated according to § 60.11.

## **REGULATORY REQUIREMENTS SPECIFIC TO PORTABLE SOURCES**

12. When relocating this equipment the owner or operator must (Reference: Regulation Number 3, Part A, II.C.1.f and Part B, III.E.):
  - a. Submit a Relocation Notice each time this equipment is moved to a new location. The Relocation Notice must be received by the Division at least ten (10) days prior to the change in location.
 

The Relocation Notice must include a facility emission inventory that includes all emission units at the new location. An ambient air quality impact analysis for the site must be submitted for this equipment if so requested by the Division.
  - b. Maintain records of compliance with all additional requirements that are triggered by the relocation. Such requirements may include, but are not limited to:
    - (1) State or Federal New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAP), Maximum Achievable Control Technology (MACT), and Generally Available Control Technology (GACT) requirements; and
    - (2) Major source requirements, including Title V Operating Permit, Nonattainment Area New Source Review (NANSR) and Prevention of Significant Deterioration (PSD) program requirements; and
    - (3) Permitting requirements for sources no longer permit exempt due to the relocation of this unit to the site (i.e. previously Air Pollutant Emission Notice (APEN) required, permit exempt sources).
  - c. Keep a record of all relocation notices submitted to the Division.
13. This unit must not remain at any one site for more than two (2) years. Permittee must keep records of time spent at each site (Reference: Regulation Number 3, Part A, I.B.36.). If this unit remains at a site for two years then the permittee must submit a revised Air Pollutant Emission Notice (APEN) requesting a permit as a non-portable stationary source.
14. If this source relocates to a site causing the facility to become Title V Operating Permit major (see Regulation Number 3, Part A, I.B.25.) or relocates to an existing Title V Permitted source then this source is subject to the provisions of Regulation Number 3, Part C, Operating Permits (Title V of the 1990 Federal Clean Air Act Amendments). The application for the Operating Permit, or modification for inclusion in the existing Operating Permit, is due within one year of the date of commencement of operation at the site.

## **OPERATING & MAINTENANCE REQUIREMENTS**

15. The owner or operator must follow good air pollution control practices for minimizing emissions. During operating months, the owner or operator must also conduct monthly inspections and maintenance of the water spray systems and maintain a record of inspection dates, findings, and any maintenance that is performed on that system. See **Attachment A** for an example recordkeeping format. This source is not required to submit an operating and maintenance plan for Division review and approval.

## **COMPLIANCE TESTING AND SAMPLING**

### **Initial Testing Requirements**

16. Within 180 days of startup, the owner or operator must demonstrate compliance with Conditions 9 & 11, using EPA Method 9 to measure opacity from the screen/transfer points.

### **NSPS Subpart 000:**

If the equipment included in this permit is located at a facility that has primary crushing capacity greater than 150 tons per hour (portable equipment) or 25 tons per hour (fixed equipment):

For screens and transfer points (except for the transfer to a stockpile) this measurement must consist of consecutive readings taken at fifteen second intervals over a 30 minute period (five 6-minute averages). Compliance with the applicable opacity limits must be based on the average of the five 6-minute averages (Reference: §60.675(c)(3)).

If the equipment included in this permit is NOT located at a facility that has primary crushing capacity greater than 150 tons per hour (portable equipment) or 25 tons per hour (fixed equipment):

For screens and transfer points this measurement must consist of a minimum twenty-four consecutive readings taken at fifteen second intervals over a six minute period. (Reference: Regulation Number 1, II.A.1 & 4)

### **Periodic Testing Requirements**

17. Periodic testing is not required for this source.

## **ADDITIONAL REQUIREMENTS**

18. The permit number must be marked on the subject equipment for ease of identification. (Reference: Regulation Number 3, Part B, III.E.) (State only enforceable)
19. A Revised Air Pollutant Emission Notice (APEN) must be filed: (Reference: Regulation Number 3, Part A, II.C.)
  - a. By April 30 of the year following a significant increase in emissions. A significant increase in emissions is defined as follows:

**For any criteria pollutant:**

For sources emitting **less than 100 tons per year**, a change in actual emissions of five tons per year or more, above the level reported on the last APEN submitted; or

For volatile organic compounds (VOC) and nitrogen oxide (NOx) sources in an ozone non-attainment area emitting **less than 100 tons of VOC or nitrogen oxide per year**, a change in actual emissions of one ton per year or more or five percent, whichever is greater, above the level reported on the last APEN submitted; or

For sources emitting **100 tons per year or more of a criteria pollutant**, a change in actual emissions of five percent or 50 tons per year or more, whichever is less, above the level reported on the last APEN submitted; or

For sources emitting **any amount of lead**, a change in actual emissions, above the level reported on the last APEN submitted, of fifty (50) pounds of lead

**For any non-criteria reportable pollutant:**


If the emissions increase by 50% or five (5) tons per year, whichever is less, above the level reported on the last APEN submitted to the Division.

- b. Whenever there is a change in the owner or operator of any facility, process, or activity; or
- c. Whenever new control equipment is installed, or whenever a different type of control equipment replaces an existing type of control equipment; or
- d. Whenever a permit limitation must be modified; or
- e. No later than 30 days before the existing APEN expires.

**GENERAL TERMS AND CONDITIONS:**

- 20. This permit and any attachments must be retained and made available for inspection upon request. The permit may be reissued to a new owner by the Division as provided in Regulation Number 3, Part B, II.B upon a request for transfer of ownership and the submittal of a revised APEN and the required fee.
- 21. If this permit specifically states that final approval has been granted, then the remainder of this condition is not applicable. Otherwise, the issuance of this construction permit is considered initial approval and does not provide "final" approval for this activity or operation of this source. Final approval of the permit must be secured from the APCD in writing in accordance with the provisions of 25-7-114.5(12)(a) C.R.S. and AQCC Regulation Number 3, Part B, III.G. Final approval cannot be granted until the operation or activity commences and has been verified by the APCD as conforming in all respects with the conditions of the permit. Once self-certification of all points has been reviewed and approved by the Division, it will provide written documentation of such final approval. **Details for obtaining final approval to operate are located in the Requirements to Self-Certify for Final Approval section of this permit.** The operator must retain the permit final approval letter issued by the Division after completion of self-certification with the most current construction permit.

22. This permit is issued in reliance upon the accuracy and completeness of information supplied by the applicant and is conditioned upon conduct of the activity, or construction, installation and operation of the source, in accordance with this information and with representations made by the applicant or applicant's agents. It is valid only for the equipment and operations or activity(ies) specifically identified in this permit. If subsequent operations or testing at the source indicate the information supplied to obtain this permit and relied upon in the creation and issuance of this permit is inaccurate, the source must submit an application to modify the permit to address the inaccuracy(ies). (Reference: Regulation Number 3, Part B III.E.)

By:   
 \_\_\_\_\_  
 Greg Marcinkowski  
 Permit Engineer

**Permit History**

Issuance	Date	Description
Issuance 1	This Issuance	Issued to Brannan Sand and Gravel Company, LLC.

Notes to Permit Holder (as of date of permit issuance):

- 1) The production or raw material processing limits and emission limits contained in this permit are based on the production/processing rates requested in the permit application. These limits may be revised upon request of the permittee providing there is no exceedence of any specific emission control regulation or any ambient air quality standard. A revised air pollutant emission notice (APEN) and application form must be submitted with a request for a permit revision. (Reference: Regulation Number 3, Part B II.A.4.)
- 2) This source is subject to the Common Provisions Regulation Part II, Subpart E, Affirmative Defense Provision for Excess Emissions During Malfunctions. The permittee must notify the Division of any malfunction condition which causes a violation of any emission limit or limits stated in this permit as soon as possible, but no later than noon of the next working day, followed by written notice to the Division addressing all of the criteria set forth in Part II.E.1. of the Common Provisions Regulation. See: <https://www.colorado.gov/pacific/cdphe/agcc-regs>.
- 3) The emission levels contained in this permit are based on the following emission factors:

**Screens:**

Pollutant	Emission Factors (lbs/ton)		
	Uncontrolled	Controlled	Source
PM	0.025	0.0022	AP-42 Table 11.19.2-2
PM10	0.0087	0.00074	AP-42 Table 11.19.2-2
PM2.5	0.0013	0.00011	15% of PM10

**Transfer Points (per point\*):**

Pollutant	Emission Factors (lbs/ton)		
	Uncontrolled	Controlled	Source
PM	0.003	0.000141	AP-42 Table 11.19.2-2
PM10	0.0011	0.0000462	AP-42 Table 11.19.2-2
PM2.5	0.000165	0.00000693	15% of PM10

\*Six (6) transfer points assumed, as reported by applicant.

- 4) In accordance with C.R.S. 25-7-114.1, each Air Pollutant Emission Notice (APEN) associated with this permit is valid for a term of five years from the date it was received by the Division. A revised APEN must be submitted no later than 30 days before the five-year term expires. Please refer to the most recent annual fee invoice to determine the APEN expiration date for each emissions point associated with this permit. For any questions regarding a specific expiration date call the Division at (303)-692-3150.

- 5) This facility is classified as follows:

Applicable Requirement	Status
Operating Permit	Minor Source PM
PSD	Minor Source PM
NANSR	N/A

- 6) Full text of the Title 40, Protection of Environment Electronic Code of Federal Regulations can be found at the website listed below:

<http://www.ecfr.gov/>

Part 60: Standards of Performance for New Stationary Sources		
NSPS	60.670 - 60.676	Subpart 000

- 7) The permit holder is required to pay fees for the processing time for this permit. An invoice for these fees will be issued after the permit is issued. Failure to pay the invoice will result in revocation of this permit. The permit holder must pay the invoice within 30 days of receipt of the invoice (Reference: Regulation Number 3, Part A, VI.B.).
- 8) Unless specifically stated otherwise, the general and specific conditions contained in this permit have been determined by the Division to be necessary to assure compliance with the provisions of Section 25-7-114.5(7)(a), C.R.S.
- 9) Each and every condition of this permit is a material part hereof and is not severable. Any challenge to or appeal of a condition hereof must constitute a rejection of the entire permit and upon such occurrence, this permit must be deemed denied *ab initio*. This permit may be revoked at any time prior to self-certification and final authorization by the Division on grounds set forth in the Colorado Air Pollution Prevention and Control Act and regulations of the AQCC including failure to meet any express term or condition of the permit. If the Division denies a permit, conditions imposed upon a permit are contested by the applicant, or the Division revokes a permit, the applicant or owner or operator of a source may request a hearing before the AQCC for review of the Division's action. (Reference: Regulation Number 3, Part B III.F.)

- 10) Section 25-7-114.7(2)(a), C.R.S. requires that all sources required to file an Air Pollutant Emission Notice (APEN) must **pay an annual emission fee**. If a source or activity is to be discontinued, the owner must notify the Division in writing requesting a cancellation of the permit. Upon notification, annual fee billing will terminate.
- 11) Violation of the terms of a permit or of the provisions of the Colorado Air Pollution Prevention and Control Act or the regulations of the AQCC may result in administrative, civil or criminal enforcement actions under Sections 25-7-115 (enforcement), -121 (injunctions), -122 (civil penalties), -122.1 (criminal penalties), C.R.S.





October 18, 2023

Mr. Fred Marvel  
Brannan Sand & Gravel Co.  
2500 East Brannan Way  
Denver, CO 80229

Adams County Planning & Development Department  
4430 South Adams County Parkway  
Suite 2000A  
Brighton, CO 80601-8216

Re: Flammable Gas Investigation at 601 W 60<sup>th</sup> Place, Denver, Adams County, CO  
Adams County Planning Case

Dear Mr. Marvel:

Molen & Associates, LLC performed a flammable gas investigation on property located at 601 W 60<sup>th</sup> Place, Denver, Adams County, CO (the Property). The investigation was conducted at your request and in response to feedback received by Adams County Community & Economic Development Department (CEDD) Project Number PRE2023-00063. The flammable gas investigation was recommended to address concerns about historic landfills within 1000 feet of the Property. The Adams County Flammable Gas Overlay describes two landfills within 1000 feet north and northwest of the Property. As described below, the investigation did not detect flammable gas on the Property.

### **Background**

According to the Adams County Flammable Gas Overlay, historic landfills known as Fiore & Sons and Property Improvements are located within 1000 feet of the northern and northwestern Property boundaries.

To determine the presence or absence of flammable gas from decomposing organic matter in the historic landfills within 1000 feet of the Property boundary, soil vapor was sampled in the subsurface. The locations of the soil vapor sampling points are shown on the attached Site Map. The soil vapor was sampled with equipment capable of measuring methane gas concentrations.

Due to the locations of the two historic landfills, soil vapor sample points were designed to evaluate gas migration from the north and northeast, and the SVPs were placed along the northwest and northern boundary. The Broderick Wood Products soil bentonite barrier wall extends nearly the entire length of the southern boundary. A flammable gas study was performed at the Koppers-Quantum 56 property and indicated no flammable gas concerns. There are no known landfills to the east of the Property boundary. The BWP barrier wall and Koppers-Quantum 56 property locations are shown on the Site Map.

## Vapor Point Installation

Soil vapor points were installed in general conformance with ASTM D7648M at the locations on the Site Map. The vapor points were installed by Site Services with a direct push Geoprobe 7730 by pushing an expendable tip at depth of approximately 5 feet below ground surface (ft-bgs). Adjacent to several of the soil vapor points is a 1-inch piezometer with screening to 5 ft-bgs. The piezometers were used to determine the depth of water in the areas. Six-inch stainless steel screened vapor points were connected to one-eighth-inch polyethylene tubing with approximately four feet of tubing at the surface. The ends of the poly tubing were sealed between sampling events. Washed sand filled the void from the base of the vapor point to approximately one foot followed by bentonite crumble hydrated to the surface. The piezometers were completed with washed sand across the perforated interval with hydrated bentonite in the upper five feet to the surface.

## Sampling Procedures

Soil vapor samples were collected the day of installation, two days afterwards and one week after the installation. Prior to measuring gas concentrations on October 12, 2023, a vacuum pump attached to the vapor point. The vacuum pump was engaged for three minutes at a flow rate of 1 liter per minute, for the complete removal of 3 liters of soil gas. Sample measurements were made prior to the vacuum pump and after the vacuum pump. With the exception of oxygen, the measurements were the same. Vapor samples were collected using a QRAE II and an RKI Eagle. Both were calibrated prior to use and bump tested prior to measurements.

## Results

Soil gas vapor sampling results from the Property are presented in Table 1, below. Flammable gas was not detected at any of the sampling locations on any of the days that the measurements were made.

**Table 1 – Soil Gas Vapor Measurements**

Name	Location	Date	Methane (%)	Oxygen (%)	Carbon Monoxide (%)	Lower Explosive Limit (%)	Atmospheric Pressure (Hg-inch)
VP-1	NW Corner	10/10/2023	0	20.1	0	0	29.80
		10/12/2023	0	19.1	0	0	29.40
		10/18/2023	0	20.0	0	0	29.99
VP-2	West	10/10/2023	0	20.1	0	0	29.80
		10/12/2023	0	15.4	0	0	29.40
		10/18/2023	0	18.1	0	0	29.99
VP-3	North	10/10/2023	0	20.0	0	0	29.80
		10/12/2023	0	19.9	0	0	29.40
		10/18/2023	0	20.9	0	0	29.99
VP-4	North	10/10/2023	0	20	0	0	29.80
		10/12/2023	0	19.9	0	0	29.40
		10/18/2023	0	20.9	0	0	29.99
VP-5	NE Corner	10/10/2023	0	20.1	0	0	29.80
		10/12/2023	0	12.2	0	0	29.40
		10/18/2023	0	19.0	0	0	29.99
VP-6	Central	10/10/2023	0	20.9	0	0	29.80
		10/12/2023	0	20.9	0	0	29.40
		10/18/2023	0	20.9	0	0	29.99
BWP	North	10/10/2023	0	20.90	0	0	29.80
CH-13		10/12/2023	0	20.9	0	0	29.40
		10/18/2023	0	20.3	0	0	29.99

**Summary**

Methane concentrations and Lower Explosive Limit (LEL) were consistently zero in all the measurements in all soil gas vapor points. The soil gas vapor points were strategically placed to investigate the potential gas migration from landfills within 1000 feet of the Property. The flammable gas investigation indicates that landfill gas containing methane is not a vapor intrusion concern or safety and health risk for the Property.

We believe that the results of this investigation indicate that no further action is required for flammable gas concerns on the Property. Please contact me with any questions or concerns about this investigation.

Yours truly,

A handwritten signature in black ink that reads "Mark A. Molen". The signature is written in a cursive style with a large, stylized 'M' and 'A'.

Mark A. Molen, CHHM  
MOLEN & ASSOCIATES, LLC

Attachments:

Figure 1: Flammable Gas Survey Sampling Locations

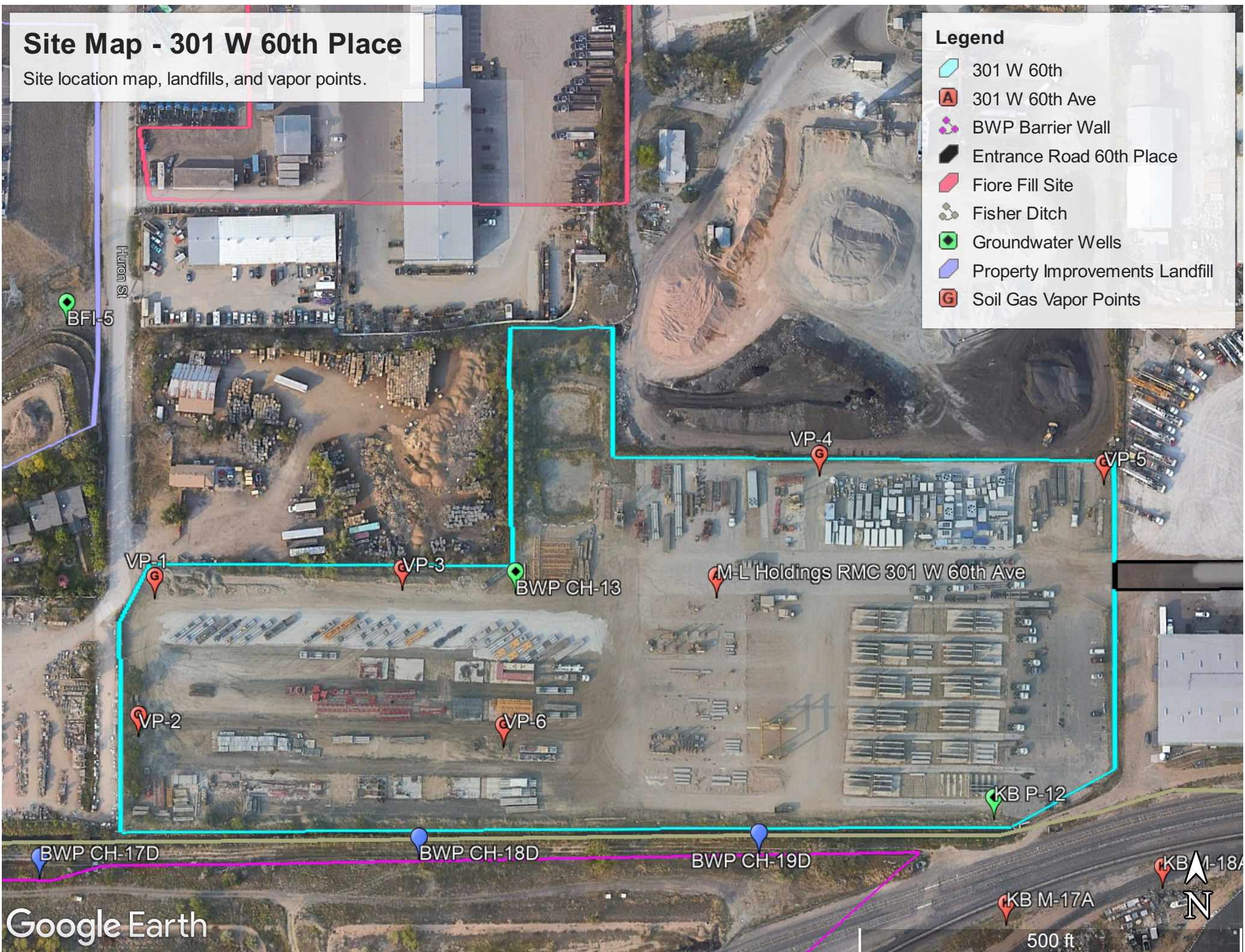
cc. Dave White, JFW Corporation

# Site Map - 301 W 60th Place

Site location map, landfills, and vapor points.

### Legend

- 301 W 60th
- 301 W 60th Ave
- BWP Barrier Wall
- Entrance Road 60th Place
- Fiore Fill Site
- Fisher Ditch
- Groundwater Wells
- Property Improvements Landfill
- Soil Gas Vapor Points



Google Earth

500 ft

NORTH PECOS  
WATER & SANITATION DISTRICT

September 25, 2025

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

**Location Requesting Service: 301 W. 60<sup>th</sup> Pl, Denver Colorado 80221**

**Re: Will Serve Letter**

Dear Adams County Planning and Development:

Please be advised that North Pecos Water and Sanitation District is willing to provide treated water and sanitary sewer service to a proposed development on parcel number: 0182510200048 (full) and 0182510200040 (partial)

with the address of: **301 in West 60" Place, Denver, Colorado 80221**. in Adams County, Colorado that is wholly within the North Pecos Water and Sanitation District boundaries.

North Pecos Water & Sanitation District (District) has the ability to provide water and sanitary sewer service to the property.

Depending on the impact to the District's water and sewer facilities, it may be necessary to hold a meeting with the District and landowner/developer prior to creating a water and sewer design and filing a plat for the development.

Depending on the size of the development, the landowner/developer may be required to evaluate the new developments impact on existing water and sanitary sewer facilities. This includes sewer capacities, utility studies, flow monitoring, easements acquisitions. Also, if necessary, all easements must be conveyed to the District and recorded before construction can begin.

The landowner/developer is responsible for all engineering, plan review and construction observation costs. The district will provide a funding agreement which consist of an imprest account that must maintain a balance of no less than a pre-determined amount based on a percentage of the estimated water and sewer cost. The developer/landowner will be notified if the balance is less than the required limit. The landowner/developer is responsible for all costs related to the installation of required new water and sewer mains and if necessary, upgrades to existing water and/or sewer mains to accommodate the new development. All water and sewer mains and appurtenances shall be installed at the landowner/developer's expense and deeded free and clear to the District prior to the issuance of any water or sewer taps.

Any water or sewer mains installed in public right-of-way or dedicated easements must follow Denver Water Engineering Standards, North Pecos Sewer Engineering Standard and North Pecos Rules and Regulations.

NORTH PECOS  
WATER & SANITATION DISTRICT

Should any upgrades to existing sewer service or water service taps be required, or all new service taps both water and sewer, the property owner is responsible for all charges and applicable fees which include but not limited to District fees, Metro Water Recovery fees and Denver Water fees. All tap fees and charges must be paid prior to Conditional Acceptance of any new water and/or sewer main installation. For a water and sewer tap on existing mains all fees must be paid prior to tapping. Current District and Metro Sewer connection fees can be provided by contacting our office. Contact Denver Water for their water tap fee. Any water and/or sewer services must be approved by North Pecos Water and Sanitation District.

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

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

\_\_\_\_\_  
Signature of owner/developer

\_\_\_\_\_  
Date

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

Sincerely,

*Tony Cocozzella*

Tony Cocozzella – General Manager  
North Pecos Water & Sanitation District

Upon Recording Return To:  
Foster Graham Milstein & Calisher, LLP  
Attn: Erik Carlson  
360 South Garfield Street #600  
Denver, CO 80209

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, made this 15 day of December, 2025, between **60<sup>th</sup> Place & Broadway, LLC**, a Colorado limited liability company, whose mailing address is 1660 South Albion Street, Suite 800, Denver, CO 80222 ("**Grantor**"), and **Brannan Sand and Gravel Company, L.L.C**, a Colorado limited liability company, whose mailing address is 2500 Brannan Way, Denver, CO 80229 ("**Grantee**"):

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Adams, State of Colorado, described on **Exhibit A** attached hereto and incorporated herein by this reference:

Subject to those Permitted Exceptions as set forth on **Exhibit B** attached hereto and incorporated herein by this reference.

**TOGETHER** with all mineral rights, oil and gas, and oil and gas rights, and other hydrocarbon substances, and all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, all strips and gores, easements, rights-of-way and other rights used in connection with, appurtenant to or benefiting the same, and all the estate, right, title, interest, claims and demands whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, unto the Grantee,

**TO HAVE AND TO HOLD** the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that except and subject to those items set forth on **Exhibit B**, it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

00041864-A  
Recording Requested By:  
FNTG-NCS Colorado



**EXHIBIT A**  
**TO DEED**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Parcel J:**

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

Beginning at the point of intersection of the South line of the Northwest 1/4 of said Section 10, and the East line of Huron St. which point is 20.0 feet East of the West One-Quarter corner of said Section 10;

Thence North, along the East line of Huron St. a distance of 347.0 feet;

Thence East, parallel with the North line of the N1/2 SW1/4 SW1/4 NW1/4, a distance of 487.09 feet;

Thence North, parallel with the East line of said N1/2 SW1/4 SW1/4 NW1/4, a distance of 313.0 feet to a point on the North line of said N1/2 SW1/4 SW1/4 NW1/4;

Thence East, along the North line of said N1/2 SW1/4 SW1/4 NW1/4, a distance of 154.06 feet to the Northeast corner of said N1/2 SW1/4 SW1/4 NW1/4;

Thence South, along the East line of said N1/2 SW1/4 SW1/4 NW1/4, a distance of 330.0 feet to the Southeast corner of said N1/2 SW1/4 SW1/4 NW1/4;

Thence East, along the North line of said S1/2 S1/2 SW1/4 NW1/4 of said Section 10, a distance of 660.3 feet to the Northeast corner of said S1/2 S1/2 SW1/4 NW1/4;

Thence South, along the East line of said S1/2 S1/2 SW1/4 NW1/4, a distance of 255.62 feet to a point on the Northwesterly right-of-way line of the Denver & Rio Grande Western Railroad Company;

Thence South 58°58' West along said Northwesterly right-of-way line, a distance of 144.17 feet to a point on the South line of the SW1/4 NW1/4 of said Section 10;

Thence West, along the South line of the SW1/4 NW1/4 of said Section 10, a distance of 1199.55 feet, more or less, to the Point of Beginning.

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

**Parcel K:**

The South One-half (S1/2) of the North One-half (N1/2) of the Southeast One-Quarter (SE1/4) of the Southwest One-Quarter (SW1/4) of the Northwest One-Quarter (NW1/4) of Section 10, Township 3 South, Range 68 West of the 6th P.M., County of Adams, State of Colorado.

**PARCELS J AND K ABOVE ARE ALSO DESCRIBED AS FOLLOWS:**

PARCELS J AND K AS RECORDED AT RECEPTION NO. 673391, ADAMS COUNTY RECORDS, BEING A PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE

NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10, AND THE EAST LINE OF HURON ST. WHICH POINT IS 20.0 FEET EAST OF THE WEST ONE-QUARTER CORNER OF SAID SECTION 10; THENCE N00°00'59"E ALONG THE EAST LINE OF HURON STREET, A DISTANCE OF 347.0 FEET; THENCE N89°31'18"E PARALLEL WITH THE NORTH LINE OF THE N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 487.09 FEET; THENCE N00°02'55"E, A DISTANCE OF 312.88 FEET TO A POINT ON THE NORTH LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4; THENCE N89°31'18"E ALONG THE NORTH LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 153.61 FEET TO THE NORTHEAST CORNER OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4; THENCE S00°02'21"W ALONG THE EAST LINE OF SAID N 1/2 SW 1/4 SW 1/4 NW 1/4, A DISTANCE OF 164.90 FEET; THENCE N89°29'38"E, A DISTANCE OF 660.76 FEET TO A POINT ON THE EAST LINE THE S 1/2 SW 1/4 NW 1/4; THENCE S00°05'16"W ALONG THE EAST LINE OF SAID S 1/2 SW 1/4 NW 1/4, A DISTANCE OF 407.76 FEET; THENCE S43°37'50"W, A DISTANCE OF 58.93 FEET; THENCE S53°20'14"W, A DISTANCE OF 3.41 FEET; THENCE S61°37'22"W, A DISTANCE OF 40.37 FEET; THENCE S43°15'39"W A DISTANCE OF 32.97 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4; THENCE S89°29'52"W ALONG THE SOUTH LINE OF THE NW 1/4 A DISTANCE OF 1199.55 FEET TO THE POINT OF BEGINNING.

BASIS FOR BEARING, ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011). THE BASIS OF BEARINGS IS THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, THE WEST POINT OF SAID LINE IS A FOUND 3.25-INCH ALUMINUM CAP STAMPED "JR ENG. 1994 PLS 12358", THE EAST POINT OF SAID LINE IS A FOUND 3.25-INCH ALUMINUM CAP STAMPED "MOLLENHAUER 207 PLS 36580". THE MEASURED BEARING AND DISTANCE BETWEEN SAID POINTS IS NORTH 89°29'52" EAST A DISTANCE OF 2,642.01 FEET.

Above Legal Description was prepared by:

Raymond W. Bayer

For and on behalf

R.W. Bayer & Associates, Inc.

12170 Tejon St., Unit 700

Westminster, CO 80234

**EXHIBIT B**  
**TO DEED**

**PERMITTED EXCEPTIONS**

1. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners recorded on December 9, 2021, at Reception No. 2021000143886.
2. Restriction on use for a period of 20 years as is more specifically set forth in the Special Warranty Deed recorded March 14, 2019 at Reception No. 2019000018494.
3. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2024-449 by Adams County recorded on August 27, 2024, at Reception No. 2024000046992.
4. The following items as set forth on the ALTA/NSPS survey as prepared by R.W. Bayer & Associates, Inc. Dated July 21, 2023 as Project No. 2023-076:
  - a. location of fence lines and any boundary discrepancy due to the location of fence lines and the effect of any right, title or interest that may be claimed due to any said discrepancy.
  - b. Electric Meter and Electric Panel not lying in an easement and no apparent easement.



## WILL SERVE LETTER

October 11, 2023

Brannan Companies  
2500 East Brannan Way  
Denver, CO 80229

Re: 301 W 60th Pl, Denver, CO

Dear Brannan Companies,

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

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

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

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

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

Sincerely,

Jason Bersano  
Xcel Energy Builder and Developer Representative

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