



Town of Elizabeth

Board of Trustees Workshop, Hillside Paving/Wade Park Design

Tuesday, August 26, 2025, at 6:00 PM

Board of Trustees Regular Meeting

Tuesday, August 26, 2025 at 7:00 PM

Town Hall, 151 S. Banner Street

Conferencing Access Information: This is viewing-only access.

[Zoom link to view meeting](#)

Join via phone: 1 669 900 9128 Meeting ID: 854 1651 5925

Meeting Passcode: 056405

Call to Order

Roll Call

Pledge of Allegiance

Public Comment

This is a meeting of the Board of Trustees held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Board. Your comments will be limited to 5 minutes. If many speakers are anticipated, the Mayor may (a) shorten the time limit; (b) ask speakers to limit themselves to new information and points of view not already covered by previous speakers; and/or (c) limit the total time of public comment to allow the Board to proceed to consider items set on the regular meeting agenda. The Board of Trustees may not respond to your comments during this meeting, but rather take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Board Members, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

Agenda Changes

Consent Agenda

1. August 12, 2025 Minutes

Presentations

2. Recognition of John Quest and Bob Rasmussen – Alexandra Cramer

Action may be taken on any and all items listed on the agenda.

Accommodations for disabilities may be made upon request.

Public Hearing

3. Retail Liquor Store Liquor License Application for 787 Crossroad Circle, Elizabeth, CO. 80107 – Harmony Malakowski

New Business

4. Discussion and possible action on the approval of a Retail Liquor Store License for HAR & ARSH Inc., Elizabeth Liquor Store located at 787 Crossroads Circle, Elizabeth, CO. 80107 – Harmony Malakowski

Public Hearing

5. 350 S. Elbert St. Use by Special Review and Minor Development - Alexandra Cramer

New Business

6. Discussion and possible action on Resolution 25R25, a Resolution making findings of fact memorializing the Board of Trustees' decision to grant a Use by Special Review for the property located at 350 South Elbert Street – Alexandra Cramer
7. Discussion and possible action on Resolution 25R26, a Resolution Approving a Minor Development for 350 S. Elbert St. - Alexandra Cramer
8. Discussion and possible action on Resolution 25R29, a Resolution amending and setting rates for Vehicle Identification Number (VIN) inspections for the Town of Elizabeth – Patrick Davidson
9. Discussion and possible action on Resolution 25R30, a Resolution authorizing the Mayor of the Town of Elizabeth to enter into a License Agreement with Maverix Broadband, Inc. for Public Right of Way – Patrick Davidson
10. Discussion and possible action on Resolution 25R31, a Resolution implementing Temporary Burn Restrictions within the Town of Elizabeth, Colorado – Patrick Davidson
11. Discussion and possible action on Resolution 25R32, a Resolution amending Resolution 16R27 setting Water and Sewer Base Rates for the Town of Elizabeth, CO. – Patrick Davidson

Management Monitoring Reports

12. Management Reports

Board of Trustees Report

13. Board Reports

Adjournment

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.

Meeting Protocol and Standards of Conduct

Public Participation

Public comment is encouraged and will be listed as an agenda item at every regular Board meeting.

Each individual wishing to be heard during the public comment period will be given up to three (3) minutes to make a comment.

The public comment period will not be used to make political endorsements or for political campaign purposes.

Questions from the Board will be for clarification purposes only. Public comment will not be used as a time for problem solving or reacting to comments made but, rather, for listening to the comments of citizens without taking any formal action.

The Board may direct the Town Administrator to provide information requested by a speaker during the public comment period.

Speakers are not allowed to make belligerent, accusatory, impertinent, slanderous, threatening, abusive, or disparaging comments.

The Mayor may elect to defer public comment on a specific issue that appears on the regular agenda until that specific item is addressed.

The Mayor may call for order when sidebar conversations occur in the audience. Those conversations are distracting from the Board addressing the topics at hand.

Members of the public who do not follow proper conduct after a warning in a public meeting may be barred from further participation at that meeting or removed from the Board Chambers pursuant to the Elizabeth Municipal Code and Colorado Revised Statutes.

Action may be taken on any and all items listed on the agenda.
Accommodations for disabilities may be made upon request.



Town of Elizabeth

Board of Trustees Regular Meeting - Record of Proceedings

Tuesday, August 12, 2025 at 7:00 PM

Town Hall, 151 S. Banner Street

Call to Order

The Regular Meeting of the Board of Trustees for the Town of Elizabeth was called to order on Tuesday, August 12, 2025, at 7:04 pm by Mayor Angela Ternus.

Roll Call

Present:

Mayor Angela Ternus
Trustee Loren Einspahr
Trustee Dave Conley
Trustee Michael Schroder
Trustee Steve Gaither
Trustee Cynthia Thye

Absent:

Mayor Pro Tem Tracy Hutchins

There was a quorum to do business.

Also in Attendance:

Town Administrator Patrick Davidson
Town Clerk Michelle Oeser
Public Works Director Mike DeVol
Assistant Public Works Director James McErnie
Police Chief Jeff Engel
Planner / Project Planner Alexandra Cramer

Pledge of Allegiance

Mayor Ternus led the Board in the Pledge of Allegiance.

Public Comment

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Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Mayor will direct Staff to have a response at the next regularly scheduled Board meeting.

Paul Schwarzkopf - Town of Elizabeth Resident
Aleta Jeffress- Elbert County Resident - Business Owner
Diana Robins - Town of Elizabeth Resident
Brandon Siebert - Elbert County Resident - Business Owner
Gary Jones - Elbert County Resident - Business Owner
Dale Neill - Elbert County Resident - Church Trustee

Agenda Changes

No changes from Administration.

No changes from the Board.

Agenda set.

Consent Agenda

1. Minutes of the July 22, 2025 Meeting

Motion by Trustee Einspahr, seconded by Trustee Gaither, to approve the consent agenda of the July 22, 2025, meeting.

Voting Yes: Mayor Ternus, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion passed unanimously (6-0)

Public Hearing

2. 350 S. Elbert St. Use by Special Review and Minor Development - Alexandra Cramer

Alexandra Cramer requested that the Public Hearing be continued to August 26, 2025.

The Board of Trustees approved continuing the Public Hearing.

New Business

3. Discussion and possible action and possible action on Resolution 25R25, a Resolution making findings of fact memorializing the Board of Trustees' decision to grant a Use By Special Review for the property located at 350 South Elbert Street - Alexandra Cramer

The Board of Trustees continued Resolution 25R25 to the August 26, 2025 meeting

4. Discussion and possible action on Resolution 25R26, a Resolution approving a Minor Development for property located at 350 South Elbert Street - Alexandra Cramer

The Board of Trustees continued Resolution 25R26 to the August 26, 2025 regular meeting.

5. Discussion and possible action on Resolution 25R27, a Resolution adopting Governmental Accounting Standards Board (GASB) Statement 34 and incorporating the same into the Town's Comprehensive Financial Policies – Patrick Davidson

Mayor Ternus requested that Resolution 25R27 be continued to the September 9, 2025, regular meeting.

Motion by Mayor Ternus, seconded by Trustee Schroder, to Table the Discussion and possible action on

Resolution 25R27, a Resolution adopting Governmental Accounting Standards Board (GASB) Statement 34 and incorporating the same into the Town's Comprehensive Financial Policies – Patrick Davidson.

Voting Yes: Mayor Ternus, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion passed unanimously (6-0)

6. Discussion and possible action on Resolution 25R28, a Resolution adopting the Greater Elizabeth PROST Master Plan as the Official Parks, Recreation, Open Space, and Trails Master Plan for the Town of Elizabeth – Alexandra Cramer and Patrick Davidson

Motion by Trustee Thye, seconded by Trustee Conley, to approve Resolution 25R28, a Resolution adopting the Greater Elizabeth PROST Master Plan as the Official Parks, Recreation, Open Space, and Trails Master Plan for the Town of Elizabeth – Alexandra Cramer and Patrick Davidson.

Voting Yes: Mayor Ternus, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion passed unanimously (6-0)

Management Monitoring Reports

7. Managers Report

- Town Administrator Patrick Davidson:
 - Mayor Ternus asked about code updates for garage setbacks.
 - Mayor Ternus discussed fees in lieu of parking.
 - Mayor Ternus asked about a no-parking sign on Broadway.
 - Trustee Conley asked where things were at with 86 and Main.
 - Discussion followed
 - Trustee Thye discussed putting together a PROST Committee.
- Chief of Police Jeff Engel:
 - Mayor Ternus asked how many officers were employees in 2022 and 2023.
 - Trustee Thye asked what increased patrol meant.
 - Mayor asked what CBA stood for.
 - Mayor Ternus discussed increasing VIN verification fees.
- Planner / Project Manager Alexandra Cramer:
 - Ms. Cramer let the board know she appreciated their engagement and review of the PROST Plan. She thanked them for approving the plan.
- Public Works Director Mike DeVol:
 - Let Ms. Robins know that he would contact CDOT about her drainage issue.
 - Discussion on asphalt repair at Evans and Spruce.
 - The Depot lot will not be paved for the last Friday Night Market, but the sidewalk will be open.
- Town Clerk Michelle Oeser:
 - Reminded the Board about the last ice-cream social.
 - All compensation questionnaires have been submitted to Paypoint Consulting. Department Heads will have them reviewed by August 18th.

Board of Trustees Report

8. Board Reports

- Trustee Steve Gaither:
 - Will be doing a ride along with the Police Department on Friday night.
- Trustee Thye:
 - Reminded everyone that this Friday is the last Friday Night Market.
- Trustee Loren Einspahr:
 - Discussed the Community / Senior Center timeline.

Minutes

9. Minutes of the Planning Commission of June 17, 2025

Adjournment

Motion by Trustee Conley, seconded by Trustee Schroder, to adjourn the meeting at 8:48 pm.

Voting Yes: Mayor Ternus, Trustee Einspahr, Trustee Conley, Trustee Schroder, Trustee Gaither, Trustee Thye

Voting No: None

Motion passed unanimously (6-0)

Harmony Malakowski, Deputy Clerk

Angela Ternus, Mayor



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

To: Board of Trustees
From: Alex Cramer, AICP, Planner/Project Manager
Date: August 26, 2025
Subject: Recognition for John Quest and Bob Rasmussen

Summary

Tonight we are recognizing two important people who have been significant contributors to our Historic Advisory Board and our community's historic preservation efforts.

John Quest served on the Historic Advisory Board from 2019 to 2025, serving as Chair for most of his tenure. His background as a retired architect provided valuable expertise to the board's work. John played a key role in laying the groundwork for a potential historic district on Main Street, focusing on educating the public and property owners about the benefits of historic preservation. His leadership and community outreach have established a foundation for this important initiative. We wish John well in his future endeavors and hope he will stay connected with our community.

Bob Rasmussen has served as the board's historian since 2022, bringing strong research skills and a genuine interest in Elizabeth's history. Bob led our oral history program, conducting interviews with longtime residents to capture their memories of how our community has changed over the years. His research has led to important discoveries, including correcting historical records about early settlers like the Webber Brothers and documenting information about historic commercial properties along Main Street and Kiowa Avenue. As Bob prepares for his move back to California, we wish him a safe and happy journey.

Please join me in recognizing John Quest and Bob Rasmussen for their valuable contributions to our community's historic preservation efforts.



TOWN OF ELIZABETH

MICHELLE M. OESER TOWN CLERK/ADMINISTRATIVE SERVICES DIRECTOR

TO: Honorable Mayor and Board of Trustees
FROM: Michelle Oeser Town Clerk
DATE: August 26, 2025
SUBJECT: Liquor License Application

SUMMARY:

HAR & ARSH Inc. applied for a Retail Liquor Store License on July 16, 2025. All fees have been paid, public hearing notices were posted in the Ranchland News on August 7, 2025, and at 787 Crossroad Circle, Elizabeth, CO. 80107 on July 18, 2025.

The applicant completed the petition survey which is required for a new liquor license application. The application has been sent to the Colorado Department of Revenue Liquor Licensing to have a concurrent review while it goes through the town's process. The Colorado Department of Revenue Liquor Licensing have found no deficiencies or issues with the application.

The applicants are present and available to answer questions.

STAFF RECOMMENDATION

Staff recommend the approval application, as the applicants have met all the requirements for a retail liquor license.

Attachments:
Application



TOWN OF ELIZABETH

MICHELLE M. OESER, TOWN CLERK

PUBLIC NOTICE

Pursuant to the Liquor Laws of Colorado, the Elizabeth Town Board will hold a Public Hearing on a Retail Liquor application from Har & Arsh Inc. A Public Hearing is to be held at 7:00 PM, Tuesday August 26, 2025. The hearing will be held at 151 S. Banner Street, Elizabeth, CO. 80107

At said time and place, any interested person may appear to be heard for or against the granting of said license.

By order of: Michelle M. Oeser, Town Clerk

For Publication on August 7, 2025

JUL 18 2025

Town of Elizabeth

NOTICE OF PUBLIC HEARING

is hereby given that the property upon which is posted shall be considered at public hearing Development Plan Application pursuant to the Town of Elizabeth Land Development Ordinance.

Public hearings are held before the Planning Board on June 15th at 7:30 p.m. and 7 p.m. 2025 at 7 p.m. It is possible there will be a public hearing session in the Board Chambers for information is available at the Planning Department 46-4166.

NOTICE PUBLIC HEARING

PURPOSE To Grant
Partial Abandonment of Easement
Liquor Store License at
787 Crossroads Circle
Elizabeth, NJ 07208

HEARING ON APPLICATION TO BE HELD AT:

TIME 7:00 p.m.
DATE August 20, 2025
ADDRESS 787 Crossroads Circle

BY ORDER OF: Elizabeth Board
of Trustees

ALL INTERESTED PERSONS MAY ATTEND





TOWN OF ELIZABETH

MICHELLE M. OESER TOWN CLERK/ADMINISTRATIVE SERVICES DIRECTOR

July 17, 2025

Colorado Department of Revenue
Liquor Enforcement Division
PO Box 17087 Denver, CO. 80261-0013

RE: Har & Arsh
Liquor License Concurrent Review Application

To Whom it May Concern:

Har & Arsh Inc have applied for a concurrent liquor license application review. I have included the application. The applicant has approval of their site plan and to move forward with their store construction.

A hearing will be held on August 26, 2025, with the Town of Elizabeth Board of Trustees at 7:00 pm.

Thank you,,


Michelle M. Oeser
Town Clerk

HAR & Ash -



NEW LIQUOR LICENSE

Listed below are the forms and supporting documents that must be submitted to the Town Board as the local licensing authority, and the State Liquor Enforcement Division for a New Liquor License. Submit one original and one copy of all documents. All forms and documents must be properly signed and correspond exactly with the name of the applicant.

1. **License Application**

Completed State Form DR8404 (03/22/19) or DR8403 (12/27/18)

2. **New License Fees**

Fees are show on the license application.

* State fees should be made payable to the "CO Department of Revenue".

*** ~~Town fees~~ should be made payable to the "Town of Elizabeth" and includes the \$1000.00 application fee for a new license.

3. **Additional Fees & Licenses**

Manager Registration (for Hotel/Rest or Tavern License)

\$75.00 State Fee

Town of Elizabeth Business & Sales Tax License Application

\$10.00 Town Fee

FEIN, State of Colorado business & sales tax licenses, and retail food establishment license (if applicable).

4. **Proof of Possession**

This includes a copy of a deed, lease or sublease. Term of the deed, lease or sublease should be for at least one year from the date of **issuance** of the liquor license. Deed, lease or sublease must be in the name(s) of the applicants.

5. **Diagram of Premises**

A red lined floor plan (no larger than 8-1/2 x 11 inches) of the premises to be licensed. Each floor should be drawn separately. Outdoor seating, liquor storage areas, etc., should be indicated on the drawing. Drawing must reflect bars, walls, partitions, ingress, egress, kitchen area (if Hotel/Restaurant class). Dimensions must be included; however, the drawing does not have to be to scale.

6. **Financial Documents**

Copies of all notes, loans, security agreements, purchase agreements, stock transfer agreements, etc., used in and for the business.

7. **Background Information**

Individual History Record (Form 8404-I) and 2 Fingerprint Card(s) must be submitted for each individual applicant, all general partners, all limited partners with 10% or more interest, all corporate officers & directors, all 10% or more stockholders, all LLC managing members, all LLC members with 10% or more interest, and any personal loan makers. Fingerprint cards are forwarded to the Colorado Bureau of Investigation for CBI & FBI checks.

Fees for each fingerprint card: The Town of Elizabeth Police Department will do free of charge, if applicant is a resident or town business owner. CBI charges \$38.50 per person to conduct their background check – CBI fees must be paid in the form of a money order, company check, or certified check made payable to CBI.

NOTE: Fingerprints for the manager **must** be done at the Elizabeth Police Department to ensure appropriate and timely processing. Fingerprint results completed at other law enforcement agencies are typically not returned to the Town, and therefore may delay your application process. For more information contact the Liquor Licensing Clerk at 303-646-4166 ext. 2.

8. **Additional Documents Needed**

For Sole Proprietor Applicant:

Individual History Record (All Sole Proprietors, if husband and wife – both)
DR4679 Affidavit – Restrictions on Public Benefits

For Partnership Applicant:

Individual History Record (All general partners, if husband and wife – both)
DR4679 Affidavit – Restrictions on Public Benefits
Partnership agreement – except for husband-wife partnerships
Certificate of co-partnership – if applicable
Certificate of Good Standing from Secretary of State's office within 2 years from date of application

For Limited Liability Applicant:

Individual History Record (10% or more stockholders, limited partners, or members; all managers of an LLC)
Date-stamped Articles of Organization
Certificate of Good Standing from Secretary of State's office within 2 years from date of application
Operating Agreement if written

For Corporate Applicant:

Individual History Record (10% or more stockholders, limited partners, or members; all corporate officers and directors)
Date Stamped Articles of Incorporation
Certificate of Good Standing from Secretary of State within 2 years from date of application
If Applicant is a Subsidiary Corporation:
List name and address of parent corporation

List name, DOB, and address of all officers, directors and stockholders holding 10% or more of the parent company
Background on one principal officer of Parent Corporation

9. Manager's Registration

Must be noted on the application for a Hotel/Restaurant or Tavern class of license.
Individual History Record must be submitted if the manager is someone other than the applicant(s).
Managers other than owners must complete fingerprinting and background investigation.

10. Evidence of Support

A form of petition can be supplied by the Town Clerk's Office. The Town Board considers the reasonable requirements of the neighborhood to which the applicant seeks a New License and the desires of the adult inhabitants as evidenced by the petition. Signatures should be obtained from a designated one-mile area which the Town Clerk's Office will provide.

11. Food Service Requirements

3.2 % Beer Licenses:

3.2% Beer Licensees are not obligated to serve food at any time.

On-Premises Liquor Licenses:

Club licensees, Arts licensees, Optional premises licensees, and Public Transportation System licensees are not obligated to serve food at any time.

Hotel and Restaurant licensees must have full meals available until 8:00 pm. everyday, and snacks and sandwiches after 8:00 pm. Food sales must provide at least 25% of the gross income (based on a one-year time frame) from the sale of food and beverages.

Brew Pubs must serve meals and must derive 15% of the on-premises gross sales from the sale of food.

Taverns, Gaming Taverns, and Beer and Wine licensees must have sandwiches and snacks available during operating hours.

When food is required to be served, it must be available wherever alcoholic beverages are served.

Off- premises Liquor Licenses:

Liquor stores are prohibited from the sale of food items except those approved by the State Licensing Authority that are prepackaged, labeled, directly related to the consumption of liquor, and are sold in containers up to 16 ounces for the purpose of cocktail garnish. Liquor-licensed Drug stores are not subject to prohibitions or requirements regarding sale of food items.

ADDITIONAL LIQUOR LICENSE APPLICATION POINTERS INFORMATION AND CONDITIONS

Time Line:

1. Town Board meets the 2nd and 4th Tuesday of every month; a public hearing will be scheduled for a Town Board meeting. Make sure you plan your application process to accommodate both your schedule and that of the Board's meetings. **YOU WILL BE REQUIRED TO ATTEND THIS MEETING.** Town Board Meetings begin at 7:00 pm. at Elizabeth Town Hall, 151 S. Banner Street.
2. Get fingerprinted FIRST and deliver the fingerprint cards, along with an Individual History Report Form for each individual fingerprinted, even before submitting your license application. The public hearing might be delayed until your background check is complete.
3. Upon receipt of a complete application for a New License, a public hearing is scheduled no less than 30 days from the date of the application. The Town will provide the applicant with a public hearing sign not less than at least 10 days prior to the date of the public hearing. The notice must be posted on location of proposed license.
4. The Town will publish a notice of the hearing in a newspaper of general circulation. The notice of hearing will be published not less than 10 days prior to the date of the hearing.
5. Petitions and affidavits of circulation must be submitted 10 business days prior to the hearing date.
6. If approved, it may take as long as two to four weeks to obtain your State license. Alcohol cannot be purchased, sold, or served until both the State and Town liquor licenses are issued.

Fees:

1. If your application is withdrawn or not approved, the application fee is non-refundable. The license fee is refundable, upon request, if the application is withdrawn or not approved.
2. If your application is withdrawn or not approved, you may request a refund from the State of Colorado Liquor Enforcement Division for the license fee; the application fee is non-refundable.

Other Licensing Requirements:

1. You must obtain a State and City Sales Tax license and/or number prior to the application for liquor license being considered complete.
 2. For any categories of liquor licenses that require food (Hotel/Restaurant; Tavern; Beer & Wine, etc.) you must also obtain a Retail Food Establishment license issued by Elbert County Health Department. Contact Elbert County Health at 303-621-3149.
 3. You must have a copy of the Liquor Code on premises. They can be downloaded from the State Liquor.
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Checklist Summary

- ☒ Application (Form DR 8404)
- ☐ DR4679 Affidavit – Restrictions on Public Benefits (for Sole Proprietor or Partnership)
- ☒ Individual History Records (Form 8404-I) for each 10% or more interest in business
- ☒ Deed, lease, sublease, or purchase contract
- ☐ Financial documents
- ☒ Fees for license (2 checks – one payable to Department of Revenue and the other to Town of Elizabeth)
- ☒ Diagram of Premises (8-1/2 x 11, red-lined and including dimensions)
- ☒ Partnership, Limited Liability, or Corporation documents (if applicable)
- ☒ Evidence of Support – Petition
- ☒ Sales Tax numbers (State and City)
- ☒ Federal Employer Identification Number (FEIN number)
- ☐ Food Service License (if applicable)
- ☐ Copy of Proposed Menu (if applicable)

LIQUOR LICENSE APPLICANT INFORMATION:

NAME: HARJOT SINGH

BUSINESS NAME: ELIZABETH LIQUOR STORE

BEST NUMBER TO REACH YOU: [REDACTED] [REDACTED] [REDACTED] + 30
TYPE: ☐ HOME ☒ CELL ☐ WORK

SECOND BEST NUMBER TO REACH YOU: [REDACTED] [REDACTED]
TYPE: ☐ HOME ☒ CELL ☐ WORK

EMAIL: [REDACTED] [REDACTED] [REDACTED]

How often do you check your email? daily
(i.e. daily, weekly, every time I get an email because it is on my phone, etc.)

What is your first choice of communication?

- ☒ Phone Number 1
- ☐ Phone Number 2
- ☐ Email

Liquor Enforcement Division Fee Schedule

Application Fees

Type	Local Fee	State Fee
Application Fee	up to \$1,000.00	\$1,100.00
Application Fee with Concurrent Review	up to \$1,000.00	\$1,200.00
Application Fee Transfer of Ownership	\$750.00	\$1,100.00
Application Fee Additional Liquor-Licensed Drugstore	up to \$1,000.00	\$1,100.00
Application Fee Additional Liquor-Licensed Drugstore with Concurrent Review	up to \$1,000.00	\$1,200.00
Application Fee Manager Permit	N/A	\$100.00
Application Late Renewal Fee (Not more than 90-days of license expiration date; may be assessed during state review)	\$500.00	\$500.00
Application Reissue Fee (More than 90-days but less than 180-days of license expiration date)	\$500.00	\$500.00
Application Reissue Fine (More than 90-days but less than 180-days of license expiration date)	\$25.00 a day beyond 90-day expiration date	\$25.00 a day beyond 90-day expiration date
Annual Renewal Application Fee (Effective July 1, 2024)	\$100.00	\$250.00
Annual Art Gallery Fee	\$100.00	\$0.00

Retail License Fees

Type	Local Fee City	State Fee City	Local Fee County	State Fee County
Art	\$41.25	\$308.75	\$41.25	\$308.75
Beer & Wine	\$48.75	\$351.25	\$63.75	\$436.25
Brew Pub	\$75.00	\$750.00	\$75.00	\$750.00
Club	\$41.25	\$308.75	\$41.25	\$308.75
Distillery Pub	\$75.00	\$750.00	\$75.00	\$750.00
Hotel & Restaurant	\$75.00	\$500.00	\$75.00	\$500.00
Hotel Restaurant with one Optional Premises	\$75.00	\$600.00	\$75.00	\$600.00
Each Additional OP License	N/A	\$100.00	N/A	\$100.00
Resort Complex	\$75.00	\$500.00	\$75.00	\$500.00
Campus Liquor Complex	\$75.00	\$500.00	\$75.00	\$500.00
Related Facility – Resort Complex	\$15.00	\$160.00	\$15.00	\$160.00
Related Facility – Campus Liquor Complex	\$15.00	\$160.00	\$15.00	\$160.00
Liquor-Licensed Drugstore	\$22.50	\$227.50	\$37.50	\$312.50

Retail License Fees (Continued)

Type	Local Fee City	State Fee City	Local Fee County	State Fee County
Entertainment Facility	\$75.00	\$500.00	\$75.00	\$500.00
Lodging Facility	\$75.00	\$500.00	\$75.00	\$500.00
Optional Premises	\$75.00	\$500.00	\$75.00	\$500.00
Racetrack	\$75.00	\$500.00	\$75.00	\$500.00
Retail Gaming Tavern	\$75.00	\$500.00	\$75.00	\$500.00
Retail Liquor Store	\$22.50	\$227.50	\$37.50	\$312.50
Tavern	\$75.00	\$500.00	\$75.00	\$500.00
Vintner's Restaurant	\$75.00	\$750.00	\$75.00	\$750.00
Fermented Malt Beverage On Premises	\$3.75	\$96.25	\$7.50	\$117.50
Fermented Malt Beverage and Wine	\$3.75	\$96.25	\$7.50	\$117.50
Fermented Malt Beverage On/Off Premises	\$3.75	\$96.25	\$7.50	\$117.50

Local and State Issued Permit Fees

Type	Local Fee City	Local Fee County	State Fee
Retail Establishment Permit (Art Gallery)	\$3.75	\$3.75	\$93.25
Bed & Breakfast Permit	\$3.75	\$3.75	\$71.25
Each Resort-Complex-Related Facility Permit	\$15.00	\$15.00	\$160.00
Special Event Permit: Malt, Vinous and Spirituous Liquor	\$100.00	\$100.00	\$25.00 Per Day
Special Event Permit: Fermented Malt Beverage	\$100.00	\$100.00	\$10.00 Per Day
Mini Bar Permit with Hotel Restaurant License	\$48.75	\$48.75	\$276.25

State License Fees

Type	Fee
Limited Winery License	\$70.00
Manufacturer's License (Distillery or Rectifier): On or after August 10, 2016, and before August 10, 2017	\$675.00
Manufacturer's License (Distillery or Rectifier): On or after August 10, 2017	\$300.00
Manufacturer's License (Brewery)	\$300.00
Manufacturer's License (Winery)	\$300.00
Nonresident Manufacturer's License (Malt Liquor)	\$300.00
Importer License	\$300.00
Wholesaler's Liquor License: On or after August 10, 2016, and before August 10, 2017	\$800.00
Wholesaler's Liquor License: On or after August 10, 2017	\$550.00
Wholesaler's Beer License	\$550.00
Public Transportation (dining, club or parlor car; plane; bus or other vehicle)	\$75.00

Additional Fees

Type	Local Fee	State Fee
Alternating Proprietor Licensed Premises	N/A	\$150.00
Change of Location	Not to exceed \$750.00	\$150.00
Change of Trade Name/Corporate Name	N/A	\$50.00
Corporate/LLC Change (Per Person)	\$100.00	\$100.00**
Duplicate License	N/A	\$50.00
Add Optional Premises to Hotel & Restaurant License	N/A	\$100.00
Limited Liability Change	N/A	\$100.00
Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	\$30.00	\$30.00
Master File Background	N/A	\$250.00
Master File Location Fee (Per Location)	N/A	\$25.00
Modification of Premises	N/A	\$150.00
Sole Source Registration	N/A	\$100.00

State Only Issued Permits

Type	Fee
Winery Direct Shipper Permit	\$100.00
Wine Packaging Permit	\$200.00
Festival Permit Application	\$50.00
Branch Warehouse or Warehouse Storage Permit	\$100.00
Retail Warehouse Storage Permit	\$100.00
Manager Permit Registration (Liquor-Licensed Drugstore)	\$100.00
Non-Contiguous Location (Winery/Limited winery, Distilleries and Breweries) Application	\$125.00
Non-Contiguous Location (Winery/Limited winery, Distilleries and Breweries) Renewal	\$100.00
Takeout and Delivery Permit Application	\$11.00
Takeout and Delivery Permit Renewal	\$11.00

**** The State Fee of \$100 only pertains to state-only issued licenses and does not apply to licenses issued by local licensing authorities**

HARJOT SINGH
ARASHDEEP KAUR

82-504/1070

2165

DATE 07/16/2025

PAY TO
THE ORDER OF

Town of Elizabeth

\$ 1000.00

One thousand dollars only

DOLLARS



Security Features
Included
Details on Back

1STBANK

www.firstbank.com
(800) 864-3444

MEMO

Liquor License

Arashdeep Kaur

SPECIALTY ORN

HARJOT SINGH
ARASHDEEP KAUR

23-2/1020

1063

DATE 07/16/2025

PAY TO THE
ORDER OF

Colorado Dept. of Revenue

\$ 1427.50

One thousand four hundred twenty seven dollars
and 00/100 cents only

DOLLARS



Security Features
Included
Details on Back

usbank

All of **us** serving you®

MEMO

Liquor License

Harjot Singh

MP

Mailed
7-17-25

COPY
RECEIVED

JUL 16 2025

Town of Elizabeth

Colorado Liquor Retail License Application

* Note that the Division will not accept cash ☐ Paid by Check Date Uploaded to MoveIt _____

☐ Paid Online _____

☒ New License ☐ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

Applicant is applying as a/an ☐ Individual ☐ Limited Liability Company ☐ Association or Other

☒ Corporation ☐ Partnership (includes Limited Liability and Spouse or Partner in a Civil Union)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

HAR & ARSH INC

FEIN Number

State Sales Tax Number

Trade Name of Establishment (DBA)

Business telephone

Address of Premises (specify exact location of premises, include suite/unit numbers)

787 Crossroad Circle

City State ZIP Code

ELIZABETH

ELBERT

CO

80107

Mailing Address (Number and Street)

City or Town

State ZIP Code

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)

Present State License Number

Present Class of License

Present Expiration Date

Local Fee \$ 1,000 - Town of Elizabeth
Petition (go around in the businesses to get signature).

Section A Nonrefundable application fees*

- ☐ Application Fee for New License.....\$1,100.00
- ☒ Application Fee for New License with Concurrent Review.....\$1,200.00
- ☐ Application Fee for Transfer.....\$1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R.....\$100.00 X Total
- ☐ Add Sidewalk Service Area.....\$75.00
- ☐ Arts License (City).....\$308.75
- ☐ Arts License (County).....\$308.75
- ☐ Beer and Wine License (City).....\$351.25
- ☐ Beer and Wine License (County).....\$436.25
- ☐ Brew Pub License (City).....\$750.00
- ☐ Brew Pub License (County).....\$750.00
- ☐ Campus Liquor Complex (City).....\$500.00
- ☐ Campus Liquor Complex (County).....\$500.00
- ☐ Campus Liquor Complex (State).....\$500.00
- ☐ Club License (City).....\$308.75
- ☐ Club License (County).....\$308.75
- ☐ Distillery Pub License (City).....\$750.00
- ☐ Distillery Pub License (County).....\$750.00
- ☐ Entertainment Facility License (City).....\$500.00
- ☐ Entertainment Facility License (County).....\$500.00
- ☐ Hotel and Restaurant License (City).....\$500.00
- ☐ Hotel and Restaurant License (County).....\$500.00
- ☐ Hotel and Restaurant License with one optional premises (City).....\$600.00
- ☐ Hotel and Restaurant License with one optional premises (County).....\$600.00
- ☐ Liquor-Licensed Drugstore (City).....\$227.50
- ☐ Liquor-Licensed Drugstore (County).....\$312.50
- ☐ Lodging Facility License (City).....\$500.00
- ☐ Lodging Facility License (County).....\$500.00

Section B Liquor License Fees* (Continued)

☐ Manager Registration - H & R.....	\$30.00
☐ Manager Registration - Tavern.....	\$30.00
☐ Manager Registration - Lodging & Entertainment.....	\$30.00
☐ Manager Registration - Campus Liquor Complex.....	\$30.00
☐ Optional Premises License (City).....	\$500.00
☐ Optional Premises License (County).....	\$500.00
☐ Racetrack License (City).....	\$500.00
☐ Racetrack License (County).....	\$500.00
☐ Resort Complex License (City).....	\$500.00
☐ Resort Complex License (County).....	\$500.00
☐ Related Facility - Campus Liquor Complex (City).....	\$160.00
☐ Related Facility - Campus Liquor Complex (County).....	\$160.00
☐ Related Facility - Campus Liquor Complex (State).....	\$160.00
☐ Retail Gaming Tavern License (City).....	\$500.00
☐ Retail Gaming Tavern License (County).....	\$500.00
☐ Retail Liquor Store License - Additional (City).....	\$227.50
☐ Retail Liquor Store License - Additional (County).....	\$312.50
☒ Retail Liquor Store (City).....	\$227.50
☐ Retail Liquor Store (County).....	\$312.50
☐ Tavern License (City).....	\$500.00
☐ Tavern License (County).....	\$500.00
☐ Vintners Restaurant License (City).....	\$750.00
☐ Vintners Restaurant License (County).....	\$750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ Applicant/Licensee identified
- ☒ State sales tax license number listed or applied for at time of application
- ☒ License type or other transaction identified
- ☒ Return originals to local authority (additional items may be required by the local licensing authority)
- ☒ All sections of the application need to be completed
- ☐ Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☒ No larger than 8½" X 11"
- ☒ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ Separate diagram for each floor (if multiple levels)
- ☒ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ Kitchen - identified if Hotel and Restaurant
- ☒ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☒ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☐ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

- ☒ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☒ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO

Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>

State Liquor Code for IdentoGO: 25YQHT

Colorado Fingerprinting

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 833-224-2227 (toll free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

- ☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ List of all notes and loans (Copies to also be attached)

V. Sole proprietor/Spouse or partners in a civil union (if applicable)

- ☐ Form DR 4679 Lawful Presence Affidavit
- ☐ Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☒ Certificate of Incorporation
- ☒ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ Partnership Agreement (general or limited).
- ☐ Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- ☐ Copy of articles of organization
- ☐ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ \$30.00 fee
- ☒ If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ☐ Yes ☒ No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

a. Been denied an alcohol beverage license?..... ☐ Yes ☒ No

b. Had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ☐ Yes ☒ No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... ☐ Yes ☒ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ☐ Yes ☒ No

or

Waiver by local ordinance? ☐ Yes ☐ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ☐ Yes ☒ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ☐ Yes ☒ No

For additional Retail Liquor Store only.

- a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ☐ Yes ☒ No
- b. Are you a Colorado resident?..... ☒ Yes ☐ No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee..... ☒ Yes ☐ No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ☒ Yes ☐ No

☐ Ownership ☒ Lease ☐ Other (Explain in detail)

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord

Tenant

Expires

HIA INVESTMENTS INC

HAR & ARSH INC

09/30/2035

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ☐ Yes ☒ No

- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
NONE			
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?..... ☐ Yes ☒ No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's L L D S premise?..... ☐ Yes ☒ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ☐ Yes ☐ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... ☐ Yes ☐ No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ☐ Yes ☐ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ☐ Yes ☐ No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... ☐ Yes ☐ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ☐ Yes ☐ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... ☐ Yes ☐ No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

- a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... ☐ Yes ☐ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Entertainment Facility License

- If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... ☐ Yes ☐ No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

- If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:..... ☐ Yes ☐ No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

19. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ☐ Yes ☒ No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ☐ Yes ☒ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Date of Birth (MM/DD/YY)
ARAS DEEP KAUR	

Street Address

City	State	ZIP Code	Position	% Owned
	CO		PRESIDENT	50

Name	Date of Birth (MM/DD/YY)
HARJOT SINGH	

Street Address

City	State	ZIP Code	Position	% Owned
	CO		TREASURER	50

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

- ** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
- ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
- ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... ☒ Yes ☐ No

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name

Title

ARASHDEEP KALUR PRESIDENT

Authorized Signature

Date (MM/DD/YY)

Arashdeep Kalur 07/14/25

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

For Transfer Applications Only - Is the license being transferred valid?..... ☐ Yes ☐ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted

☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date

☐ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?..... ☐ Yes ☐ No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?..... ☐ Yes ☐ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?..... ☐ Yes ☐ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit..... ☐ Yes ☐ No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit

*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

**If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

Local Licensing Authority Approves this license for a two-year renewal..... ☒ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

☒ Town, City

Town of Elizabeth

303-1046-4166 ext 2

☐ County

Printed Name

Title

Michelle M. Deser

Town Clerk

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, ARASHDEEP KAUR

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter

"Waiver") on behalf of

(the "Applicant/Licensee")

MARQ ARSH TANC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

MAR & ARSH INC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

787 CROSSROAD CIRCLE

City

State

ZIP Code

E. HAZARDEEN

CO

80107

Printed name of person signing on behalf of the Applicant/Licensee

ARASHDEEP KAUR

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Arashdeep Kaur

07/14/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Tax Check Authorization, Waiver, and Request to Release Information

I, HARJOT SINGH

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter
"Waiver") on behalf of

(the "Applicant/Licensee")

HAR & ARSH INC

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The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

FIAR + ARSH INC

Social Security Number/Tax Identification Number

[REDACTED]

Home Phone Number

[REDACTED]

Business/Work Phone Number

Street Address

787 CROSSROAD CIRCLE

City

ELIZABETH

State

CO

ZIP Code

80107

Printed name of person signing on behalf of the Applicant/Licensee

HARJOT SINGH

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

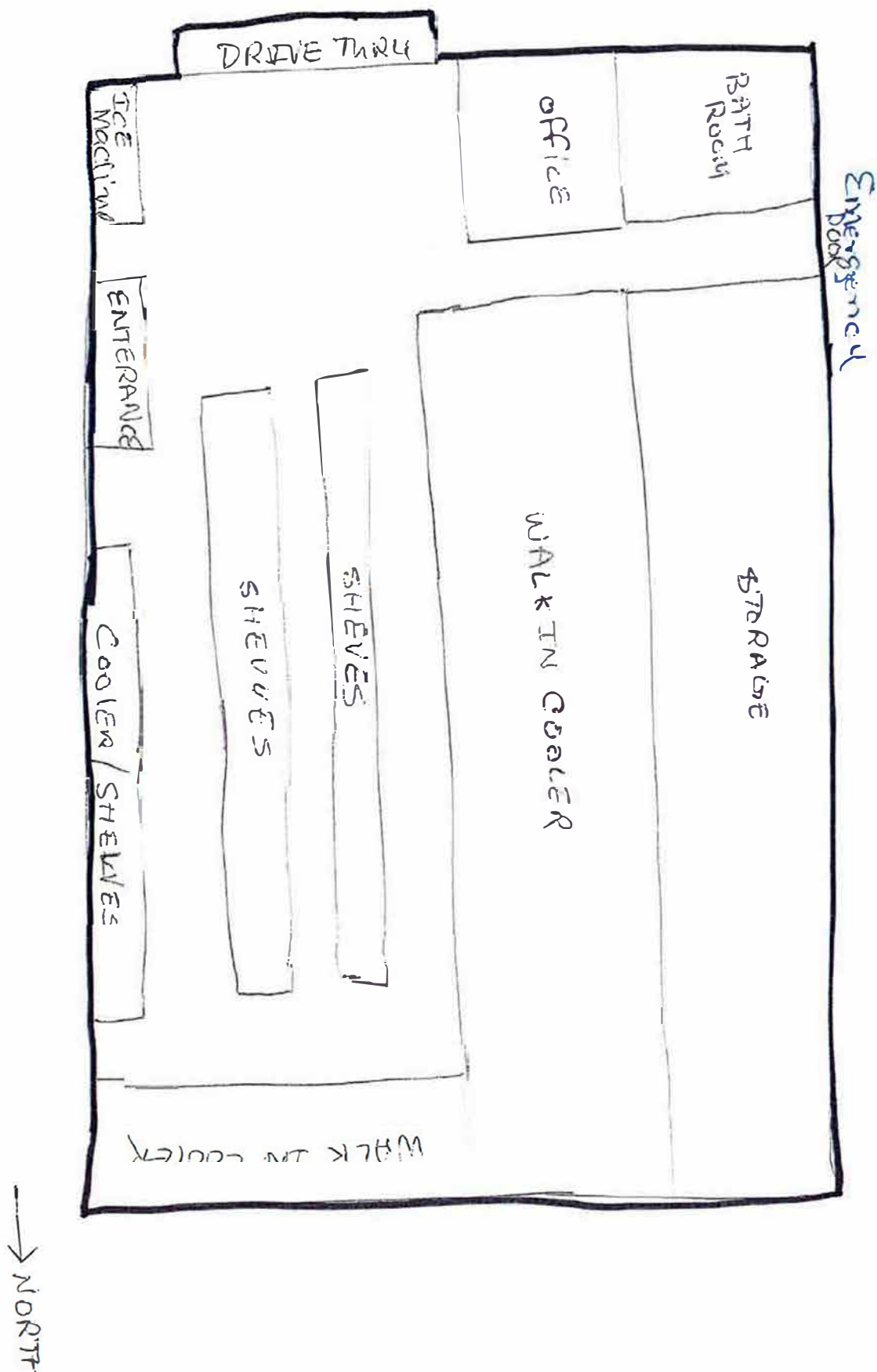
Harjot Singh

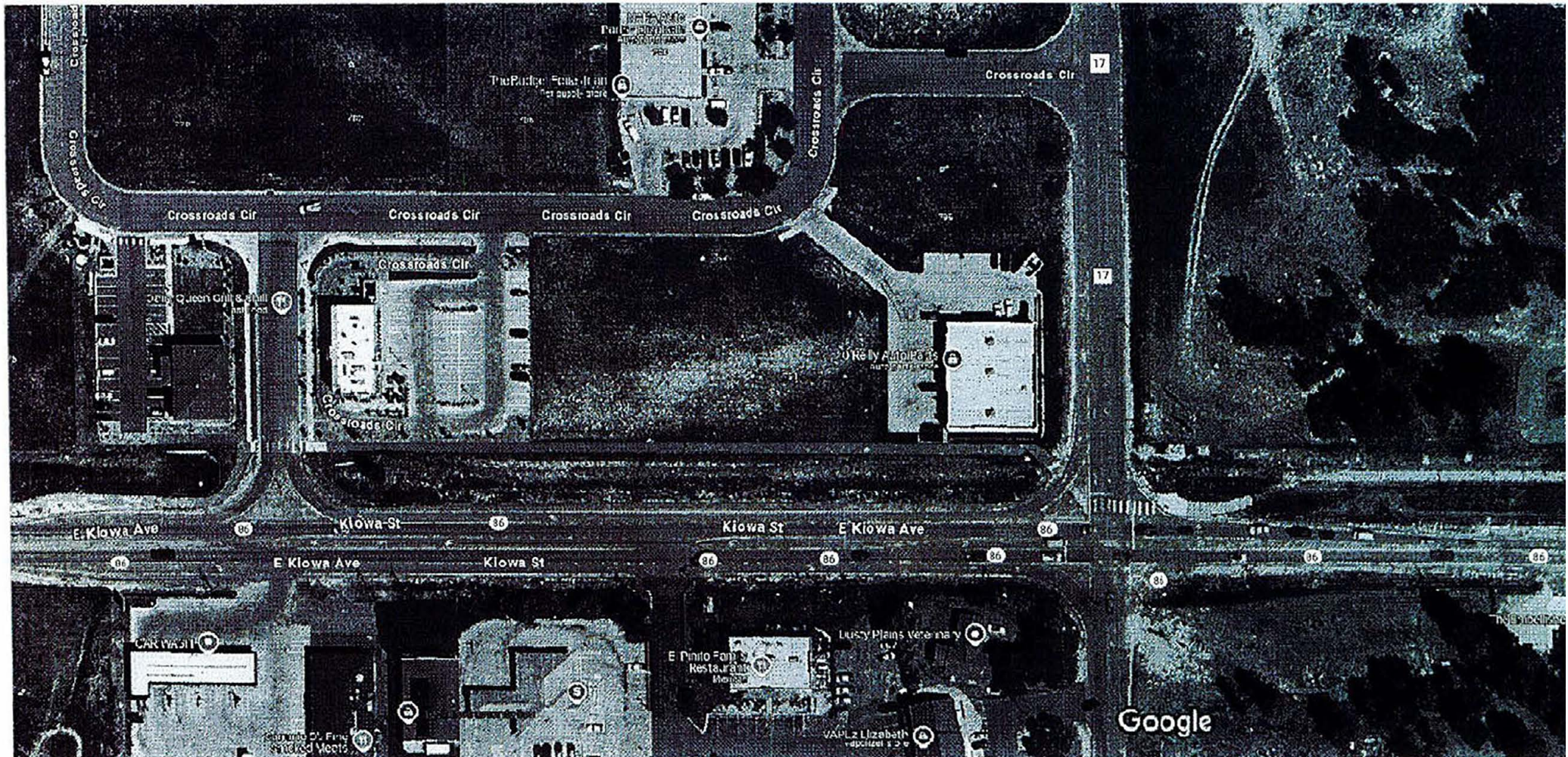
07/14/25

Privacy Act Statement

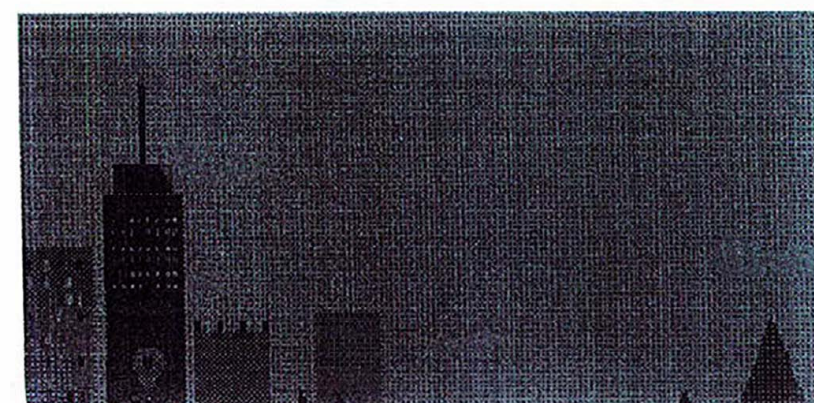
Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft



Mailed
7-31-25



TOWN OF ELIZABETH

MICHELLE M. OESER TOWN CLERK/ADMINISTRATIVE SERVICES DIRECTOR

July 31, 2025

Colorado Department of Revenue
Liquor Enforcement Division
PO Box 17087 Denver, CO. 80261-0013

RE: Har & Arsh
Liquor License Concurrent Review Application Addition/Change

To Whom it May Concern:

Har & Arsh Inc have applied for a concurrent liquor license application review. After discussion with the State Liquor Licensing Department, they have submitted an updated Commercial Lease agreement. This agreement would start in September instead of October.

A hearing will be held on August 26, 2025, with the Town of Elizabeth Board of Trustees at 7:00 pm.

Thank you;


Michelle M. Oeser
Town Clerk

RECEIVED

1

JUL 31 2025

Town of Elizabeth

COMMERCIAL LEASE

This Commercial Lease Agreement (Lease) is entered into on this 1st day of SEPTEMBER, 2025, by and between HA INVESTMENTS INC (Landlord) and HAR & ARSH INC (Tenants). Landlord is the owner of land and improvements whose address is: 787 CROSS ROAD CIRCLE, ELIZABETH, CO 80107.

Landlord desires to lease the Leased Premises to Tenants, and Tenants desire to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

Term.

The Initial Term of the Lease shall be TEN (10) Years beginning on the 1ST day of SEPTEMBER, 2025, and ending on the 30TH day of AUGUST, 2035. Landlord shall use its best efforts to put Tenant in possession of the Leased Premises on the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

Tenant may renew the Lease for one extended term of five (5) years. Tenant shall exercise such renewal option, if at all, by providing written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as contained in this Lease.

Rent.

Tenant shall pay to Landlord during the first year rent of ONE HUNDRED EIGHTY THOUSAND Dollars (\$ 180,000.00) for the first year, payable in installments of FIFTEEN THOUSAND Dollars (\$ 15,000.00) per month. Each installment payment shall be due in advance on the FIRST day of each calendar month during the lease term to Landlord at the following address:

787 CROSS ROAD CIRCLE, ELIZABETH, CO 80107

The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

The rental for any renewal lease term, if created as permitted under this Lease, shall be at the then market rate.

Prohibited Uses.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy and for major mechanical systems except the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises and reimburse the Landlord for the Tenant's share of prorated portion of general real estate taxes and special assessments.

Insurance.

If the Leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire, flood and extended coverage insurance on the building and the Leased Premises in such amount as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises and reimburse the Landlord for the Tenant's share of prorated portion of fire, flood and extended coverage insurance.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each in the building with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued by and binding upon an insurance company approved by Landlord, and shall afford minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

Utilities.

Tenant shall pay all charges for sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Landlord will pay for water charges for normal use. Tenant may not engage in any business requiring additional water use, e.g. providing car washes, etc.

Tenant shall pay all such utility charges prior to the due date. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing

signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees.

Building Rules.

Tenant will comply with the rules of the building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Default.

In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Condemnation.

If any legally, constituted authority condemns the building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

Security Deposit.

Landlord shall hold the Security Deposit without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that Tenant shall not consider the Security Deposit an advance payment of rent or a measure of Landlord's damages in case of default. Unless otherwise provided by law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, Landlord shall return the balance of the Security Deposit remaining after any such application to Tenant.

Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord:

787 CROSS ROADS CIRCLE, ELIZABETH, CO 80107

Tenant:

787 CROSS ROADS CIRCLE, LIZABETH, CO 80107

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of Five percent (5%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

Compliance with Law.

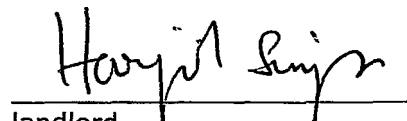
Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.


Tenant


landlord

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <u>HAIR & ARSH INC</u>	Home Phone Number [REDACTED]
2. Your Full Name (last, first, middle) <u>Kaile Arashdeep</u>	3. List any other names you have used [REDACTED]
4. Mailing address (if different from residence) [REDACTED]	

5. List current residence address. Include any previous addresses within the last five years (if necessary)			
Street and Number	City, State, Zip	From	To
Current [REDACTED]	[REDACTED]	2017	2021
Previous [REDACTED]	[REDACTED]		

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
<u>West Alameda Liquors</u>	<u>99 S. Sheridan Blvd Lakewood</u>	<u>Manager/Owner</u>	<u>2016</u>	<u>2021</u>
	<u>CO. Sales</u>			

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
<u>MARTIN SENNAH</u>	<u>SPOUSE</u>	<u>OWNER</u>	<u>HA-INT'L INC</u>

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)	Yes ☐ No ☒

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)	☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED] d. U.S. Citizen ☒ Yes ☐ No

h. Naturalization [REDACTED] i. Date of Certification [REDACTED] j. If an Alien, Give Alien's Registration Card Number [REDACTED] k. Permanent Residence Card Number [REDACTED]

l. Height [REDACTED] m. Weight [REDACTED] n. Hair Color [REDACTED] o. Eye Color [REDACTED] p. Gender [REDACTED] q. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No [REDACTED] State [REDACTED]

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 300,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 150,000

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
CASH	SAVINGS		150,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature Arashdeep Kalur Print Signature ARASHDEEP KALUR Title PRESIDENT Date 7/14/25

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "NA". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business HAR & ARSH INC		Home Phone Number [REDACTED]	Cellular Number [REDACTED]	
2. Your Full Name (last, first, middle) SINGH HARJOT		3. [REDACTED] sed		
4. Mailing address (if different from residence)		Email Address [REDACTED]		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		
Current	[REDACTED]	[REDACTED]	From	To
			2017	2025
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)		Position Held	From To
West Alameda Liquors	99 S. Sheridan Blvd, Lakewood, CO		Owner	2009 2025
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
Arashdeep Kaur	Spouse	Manager/Cashier	HA INTL INC	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No				
HA INTERNATIONAL INC - DBA - WEST ALAMEDA LIQUORS - OWNED & OPERATED SINCE - 02/19/2009				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth **[REDACTED]** b. Social Security Number **[REDACTED]** c. Place of Birth **[REDACTED]** d. U.S. Citizen ☒ Yes ☐ No

h. Naturalization Certificate Number **[REDACTED]** i. Date of Certification **10/22/2009** j. If an Alien, Give Alien's Registration Card Number **[REDACTED]** k. Permanent Residence Card Number **[REDACTED]**

l. Height **6'0"** m. Weight **220 lbs** n. Hair Color **Black** o. Eye Color **BRN** p. Gender **M** q. Do you have a current Driver's License? If so, give number and state. ☒ Yes ☐ No # **[REDACTED]** State **[REDACTED]**

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. **\$300,000**

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. **\$150,000**

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
CASH	SAVINGS		150,000

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature **[Signature]** Print Signature **MARTOT SINGH** Title **TREASURER** Date **7/14/25**

Affidavit of Circulator

I, ARASHDEEP KAUR, do hereby certify that I was the Circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understood its meaning. All of the undersigned were shown the map and list provided by the Town of Elizabeth's licensing department. I also affirm that no premises, threats or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was given freely and voluntarily.

Circulator's Name: ARASHDEEP KAUR

Circulator's Signature: Arashdeep Kaur

Circulator's Address: [REDACTED]

State of Colorado)

) ss.

County of Elbert)

Subscribe and sworn to before me this 11th day of July 2022



Allison Ritter
Notary Public

SEAL

My Commission Expires: February 23, 2029

NAME OF APPLICANT: Elizabeth Liquor Store / Harjot Singh
787 Crossroad Circle
Elizabeth, Co. 80107

TYPE OF APPLICATION: Retail Liquor Store

THE UNDERSIGNED HAVE HAD THE OPPORTUNITY TO READ THE INSTRUCTIONS, QUALIFICATIONS AND PETITION AND ARE IN FAVOR/AGAINST THE ISSUANCE OF A LIQUOR LICENSE.

	Signature	Address	City	Age	Date	Favor	Oppose	Comments
1	[Signature]	790 Crossroads	Elizabeth	51	7-11	X		
2	Mike Dye	775 Crossroads	Elizabeth	39	7-11	X		
3	[Signature]	755 CROSSROADS CIR.	Elizabeth	52	7-11	X		
4	[Signature]	755 Crossroads Cir.	Elizabeth	55	7-11	X		
5	[Signature]	755 CROSSROADS CIR	ELIZABETH	41	7-11	X		
6	[Signature]	755 CROSSROADS CIR	Elizabeth	33	20250711	X		
7	Kelly Hansen	131 Gt Rd 17	Elizabeth	54	7-11-25	X		
8	Laurie Dunsen	11 11		57	7-11-25	X		
9	Kevin Ford	11 11	Elizabeth	21	7-11-25	X		
10	Bob Smith	810 E Kiowa Ave	Elizabeth	50	7-11-2025	X		
11	Karen Koppert	810 E Kiowa Ave	Elizabeth	57	7-11-2025	X		
12	William Fritzius	810 E Kiowa Ave	Elizabeth	56	7-11-2025	X		
13	[Signature]	810 E Kiowa Ave	Elizabeth	36	7-11-2025	X		
14	Daniel Meyer	621 County Rd 45	Kiowa	23	7-11-25	X		
15	[Signature]	800 E. Kiowa Ave	Elizabeth	55	7-11-25	X		
16	[Signature]	771 E Kiowa Ave	Elizabeth	54	7-11-25	X		
17	[Signature]	796 E Kiowa Ave	Elizabeth	65	7-11-25	X		
18	Betsy Hawmann	4130 Hwy 86	Elizabeth	79	7-11-25	X		
19	John Johnson	P.O. Box 9512 Elizabeth	Elizabeth	32	7-11-25	X		
20	[Signature]	724 E Kiowa Ave #B	Elizabeth	31	7/11/25	X		

	Signature	Address	City	Age	Date	Favor	Oppose	Comments
21	<i>P. Jackson</i>	<i>724 E. Kiowa Ave Boulder, CO 80501</i>	<i>Elizabeth Kearney</i>	<i>49</i>	<i>07/11/25</i>	<i>X</i>		
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Colorado Secretary of State

Colorado Secretary of State

ID#: 20251262643

Document #: 20251262643

Filed on: 03/03/2025 06:17:25 PM

Paid: \$50.00

Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the corporation is HAR & ARSH INC

The principal office street address is

[REDACTED]
[REDACTED]

US

The principal office mailing address is

[REDACTED]
[REDACTED]

US

The name of the registered agent is ARASHDEEP KAUR

The registered agent's street address is

[REDACTED]
[REDACTED]

US

The registered agent's mailing address is

[REDACTED]
[REDACTED]

US

The person above has agreed to be appointed as the registered agent for this entity.

The name(s) and address(es) of the incorporator(s)

ARASHDEEP KAUR

[REDACTED]
[REDACTED]

US

The classes of shares and number of shares of each class that the corporation is authorized to issue are

The corporation is authorized to issue:

Common shares - 10000

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

ARASHDEEP KAUR

[REDACTED]

[REDACTED]

US

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

HAR & ARSH INC

is a

Corporation

formed or registered on 03/03/2025 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20251262643 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/10/2025 that have been posted, and by documents delivered to this office electronically through 07/12/2025 @ 11:07:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/12/2025 @ 11:07:52 in accordance with applicable law. This certificate is assigned Confirmation Number 17484059 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website. <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website. <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Bylaws
of
HAR & ARSH INC
Adopted

MARCH 03, 2025

MINUTE BOOK

HAR & ARSH INC

- . Bylaws
- . Minutes
- . Notices and Waivers
- . Special Resolutions
- . Stock Certificates and Register

BYLAWS OF

HAR & ARSH INC

ARTICLE I OFFICES

The principal office of the Corporation in the State of COLORADO shall be located at 787 CROSSROAD CIRCLE, CITY OF ELIZABETH AND COUNTY OF ELBERT. The Corporation may have such other offices, either within or without the State of COLORADO, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the THIRD day in the month of MARCH in each year, beginning with the year 2026, at the hour of 8 o'clock p.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of COLORADO, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than percent (100 %) of all the outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of COLORADO, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of COLORADO, unless otherwise prescribed by statute, as the place for the holding

of such meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation.

SECTION 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than (1) nor more than (5) days before the date of the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

SECTION 5. Closing of Transfer Books or Fixing of Record. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period, but not to exceed in any case fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least two (2) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than five (5) days and, in case of a meeting of shareholders, not less than two (2) days, prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 6. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete list of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. Such list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting for the purposes thereof.

SECTION 7. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.

SECTION 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly

authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. A meeting of the Board of Directors may be had by means of a telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting under such circumstances shall constitute presence at the meeting.

SECTION 9. Voting of Shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe or, in the absence of such provision, as the Board of Directors of such corporation may determine. Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11. Informal Action by Shareholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of directors of the Corporation shall be fixed by the Board of Directors, but in no event shall be less than (1). Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least one (1) day previous thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any directors may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent is in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

SECTION 11. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate

matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV OFFICERS

SECTION 1. Number. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors, including a Chairman of the Board. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of the President. Any two or more offices may be held by the same person, except for the offices of President, which may be held by the same person. Officers may be directors or shareholders of the Corporation.

SECTION 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors, unless there is a Chairman of the Board, in which case the Chairman shall preside. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all

duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the President or in event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If there is more than one Vice President, each Vice President shall succeed to the duties of the President in order of rank as determined by the Board of Directors. If no such rank has been determined, then each Vice President shall succeed to the duties of the President in order of date of election, the earliest date having the first rank.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more minute books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE V INDEMNITY

The Corporation shall indemnify its directors, officers and employees as follows:

(a) Every director, officer, or employee of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any

proceeding to which he may be made a party, or in which he may become involved, by reason of his being or having been a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he is a director, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the director, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation.

(b) The Corporation shall provide to any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

(c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article V.

ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VII CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the Board of Directors so to do, and sealed with the corporate seal. All certificates for

shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. Provided, however, that upon any action undertaken by the shareholders to elect S Corporation status pursuant to Section 1362 of the Internal Revenue Code and upon any shareholders agreement thereto restricting the transfer of said shares so as to disqualify said S Corporation status, said restriction on transfer shall be made a part of the bylaws so long as said agreement is in force and effect.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of JANUARY and end on the 31st day of DECEMBER each year.

ARTICLE IX DIVIDENDS

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE X CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words, "Corporate Seal".

ARTICLE XI WAIVER OF NOTICE

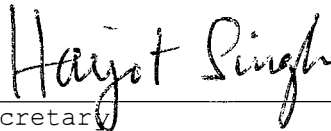
Unless otherwise provided by law, whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of

these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

The above Bylaws are certified to have been adopted by the Board of Directors of the Corporation on the THIRD day of ___MARCH, __2025__ (year).


Secretary

**WAIVER OF NOTICE OF MEETING
OF INCORPORATORS AND DIRECTORS OF**

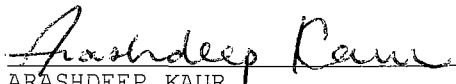
HAR & ARSH INC

We the undersigned do hereby constitute all the incorporators and directors of the above-named corporation and do hereby waive notice as to time and place of the first meeting of incorporators and directors of the aforesaid corporation.

Furthermore, we hereby consent and agree that said meeting shall be held at 8 0'clock p.m. on MARCH 03, 2025 at the following place:

787 CROSSROAD CIRCLE, ELIZABETH, CO 80107

We do hereby affix our names to show our waiver of notice of said meeting.


ARASHDEEP KAUR


HARJOT SINGH

Dated: MARCH 03, 2025

MINUTES OF ORGANIZATION MEETING OF BOARD OF DIRECTORS OF

HAR & ARSH INC

The organizational meeting of the Board of Directors of HAR & ARSH INC was held at 787 CROSSROAD CIRCLE, ELIZABETH, CO 80107 on MARCH 03, 2025, at 8 o'clock P.M. Present were:

ARASHDEEP KAUR

HARJOT SINGH

Being persons designated as the Directors in the Articles of Incorporation.

Absent from the meeting were:

____None_____

ARASHDEEP KAUR acted as temporary Chairperson of the meeting.

The chairperson announced that the meeting had been duly called by the Incorporators of the Corporation.

The chairperson reported that the Articles of Incorporation of the Corporation is duly filed with the State of COLORADO on MARCH 03, 2025. The Certificate of Incorporation and a copy of the said Articles of Incorporation were ordered to be inserted in the Minutes as a part of the records of the meeting.

A proposed form of Bylaws for the regulation and the management of the affairs of the Corporation were then presented at the meeting. The Bylaws were read and considered and, upon motion duly made and seconded, it was:

RESOLVED, that the form of Bylaws of Corporation, as presented to this meeting, a copy of which is directed to be inserted in the Minute Book of the Corporation be, and the same are hereby approved and adopted as, the Bylaws of the Corporation.

The following persons were nominated officers of the Corporation to serve until their respective successors are chosen and qualify;

PRESIDENT:	ARASHDEEP KAUR
VICE PRESIDENT:	HARJOT SINGH
SECRETARY:	HARJOT SINGH
TREASURER:	HARJOT SINGH

The chairperson announced that the aforementioned persons had been elected to the office set opposite their respective names.

The President thereupon took the chair.

The President then stated that there were a number of organizational matters to be considered at the meeting and a number of resolutions to be adopted by the Board of Directors.

The form of stock certificate was then exhibited at the meeting. Thereupon, a motion was duly made and seconded, it was:

RESOLVED, that the form of the stock certificates presented at this meeting be, and the same is hereby adopted and approved as, the stock certificate of the Corporation, a specimen copy of the stock certificate to be inserted with these Minutes.

FURTHER RESOLVED, that the officers are hereby authorized to pay or reimburse the payment of all fees and expenses incident to and necessary for the organization of this Corporation.

The Board of Directors then considered the opening of a corporate bank account to serve as a depository for the funds of the Corporation. Following discussions, on motion duly made and seconded, it was:

RESOLVED, that the President be authorized, empowered and directed to open an account with and to deposit all funds of the Corporation, all drafts, checks and notes of the Corporation, payable on said account to be made in the corporate name signed by

FURTHER RESOLVED, that officers are hereby authorized to execute such resolutions (including formal Bank resolutions), documents and other instruments as may be necessary or advisable in opening or continuing said bank account. A copy of the applicable printed form of Bank Resolution hereby adopted to supplement these Minutes is ordered appended to the Minutes of this meeting.

It is announced that the following persons have offered to transfer the property listed below in exchange for the following shares of the stock of the Corporation:

<u>Name</u>	<u>Payment Consideration, or Property</u>	<u>Number of Shares</u>
NONE		

Upon motion duly made and seconded, it was:

RESOLVED, that acceptance of the offer of the above-named stock subscribers is in the best interest of the Corporation and necessary for carrying out the corporate business, and in the judgment of the Board of Directors, the assets proposed to be transferred to the Corporation are reasonably worth the amount of consideration deemed therefore, and the same hereby is accepted, and that upon receipt of the consideration indicated above, the President are authorized to issue certificates of fully-paid, non-assessable

capital stock of this Corporation in the amounts indicated to the above-named persons.

In order to provide for the payment of the expenses of the incorporation and organization of the Corporation, on motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the President of this Corporation be and they are hereby authorized and directed to pay the expenses of this Corporation, including attorney's fees for incorporation, and to reimburse the persons who have made disbursements thereof.

After consideration of the pertinent issues with regard to the tax year and accounting basis, on motion duly made, and seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that the first fiscal year of the Corporation shall commence on MARCH 03, 2025 and end on DECEMBER 31, 2025.

FURTHER RESOLVED, that it shall be the policy of the Corporation to reimburse each employee or to pay directly on his behalf all expenses incidental to his attendance at conventions and seminars as may be approved by the President. Reimbursement shall include full reimbursement for commercial and private transportation expenses, plus other necessary and ordinary out-of-pocket expenses incidental to the said travel, including meals and lodging.

A general discussion was then held concerning the immediate commencement of business operations as a corporation and it was determined that business operations of the Corporation would commence as of MARCH 03, 2025. It was agreed that no fixed date would be set for holding meetings of the Board of Directors except the regular meetings to be held immediately after the annual meetings of the shareholders as provided in the Bylaws of the Corporation, but that meetings of the Directors would be periodically called by the President or others as provided by the Bylaws. Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the officers of the Corporation are hereby authorized to do any and all things necessary to conduct the business of the Corporation as set forth in the Articles of the Incorporation and Bylaws of the Corporation.

Upon motion duly made, seconded, and unanimously carried the following resolution was adopted:

RESOLVED, that, if required, ARASHDEEP KAUR be, and hereby is, appointed Resident Agent in the State of COLORADO.

The office of the Resident Agent will be located at 787 CROSSROAD CIRCLE, ELIZABETH, CO 80107.

Upon motion duly made, seconded, and unanimously carried the following resolution was adopted:

The chairperson then presented to the meeting the question of electing the provisions of Section 1244 of the Internal Revenue Code. He noted that this Section permits ordinary loss treatment when either the holder of Section 1244 stock sells or exchanges such stock at a loss or when such stock becomes

worthless. After a discussion, the following preamble was stated and the following resolution was unanimously:

RESOLVED THAT:

WHEREAS, this Corporation qualifies as a small business corporation as defined in Section 1244, but

WHEREAS, the Board of Directors is concerned over future tax law changes modifying Section 1244 as presently enacted (subsequent to the Revenue Act of 1978) and thus desires to safeguard this Corporation's 1244 election by complying with prior law as well as present law, and

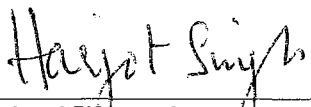
WHEREAS, pursuant to the requirements of Section 1244 and the Regulations issued thereunder, the following plan has been submitted to the Corporation by the Board of Directors of the Corporation:

- (a) The plan as hereafter set forth shall, upon its adoption by the Board of Directors of the Corporation, immediately become effective.
- (b) No more than TEN THOUSAND (10,000) shares of common stock are authorized to be issued under this plan, such stock to have a par value of \$ 1 per share.
- (c) Stock authorized under this plan shall be issued only in exchange for money, or property susceptible to monetary valuation other than capital stock, securities or services rendered or to be rendered. The aggregate dollar amount to be received for such stock shall not exceed \$75,000,000, and the sum of each aggregate dollar amount and the equity capital of the Corporation (determined on the date of adoption of the plan) shall not exceed \$75,000,000.
- (d) Any stock options granted during the life of this plan which apply to the stock issuable hereunder shall apply solely to such stock and to no other and must be exercised within the period in which the plan is effective.
- (e) Such other action as may be necessary shall be taken by the Corporation to qualify the stock to be offered and issued under this plan as "Section 1244 Stock," as such term is defined in the Internal Revenue Code and the regulations issued thereunder.

NOW, THEREFORE, the foregoing plan to issue Section 1244 Stock is adopted by the Corporation and the appropriate officers of the Corporation are authorized and directed to take all actions deemed by them necessary to carry out the intent and purpose of the recited plan.

There being no further business requiring Board action or consideration, on motion duly made, seconded and carried, the meeting was adjourned.

Dated: MARCH 03, 2025



HARJOT SINGH, Secretary

**WAIVER OF NOTICE,
FIRST MEETING OF SHAREHOLDERS**

HAR & ARSH INC

We the undersigned, being the shareholders of HAR & ARSH INC, agree that the first meeting of shareholders be on the date and at the time and place stated below in order to elect officers and transact such other business as may lawfully come before the meeting and of any adjournment thereof.

Place of Meeting: 787 CROSSROAD CIRCLE, ELIZABETH, CO 80107.

Date of Meeting: MARCH 03, 2025

Time of Meeting: 8:30 O'clock P.M.


ARASHDEEP KAUR (Shareholder)


HARJOT SINGH (Shareholder)

Dated: MARCH 03, 2025

MINUTES, FIRST MEETING OF SHAREHOLDERS

The first meeting of the shareholders of HAR & ARSH INC was held at 787 CROSSROAD CIRCLE, ELIZABETH, CO 80107 on the THIRD day of MARCH 2025, at 8:30 O'clock P.M.

The meeting was duly called to order by the President, who stated the purpose of the meeting.

Next, the President read the list of shareholders as they appear in the record book of the Corporation and reported the presence of a quorum of shareholders.

Next, the President read a waiver of notice of the meeting signed by all shareholders. On a motion duly made, seconded and carried, the waiver was ordered appended to the minutes of this meeting.

Next, the President read:

- (1) the minutes of the organization meeting of the Corporation; and
- (2) the minutes of the first meeting of the Board of Directors.

A motion was duly made, seconded and carried unanimously that the following resolutions be adopted:

WHEREAS, the minutes of the organization meeting of the Corporation and the minutes of the first meeting of the Board of Directors have been read to this meeting, and

WHEREAS, bylaws were adopted and directors and officers were elected at the organization meeting, it is hereby

WHEREAS, the corporation needs to apply for all necessary licenses as soon as possible. It is further

RESOLVED, that ARASHDEEP KAUR is a 50.00% Owner of the business. It is further

RESOLVED, that HARJOT SINGH is a 50.00% Owner of the business. It is further

RESOLVED, that the corporation apply for all liquor, tobacco and sales tax license as quickly as possible. It is further

RESOLVED, that this meeting approves and ratifies the election of the said directors and officers of this Corporation for the term of Four Years, and approves, ratifies and adopts said bylaws of the corporation. It is further

RESOLVED, that all acts taken and decisions made at the organization meeting and the first meeting of the Board are approved and ratified. It is further

RESOLVED, that signing of these minutes constitutes full ratification by the signatories and waiver of notice of the meeting.

Dated the THIRD Day of MARCH, 2025.

A handwritten signature in black ink, reading "Harjot Singh". The signature is written in a cursive style with a large, prominent 'H' and 'S'.

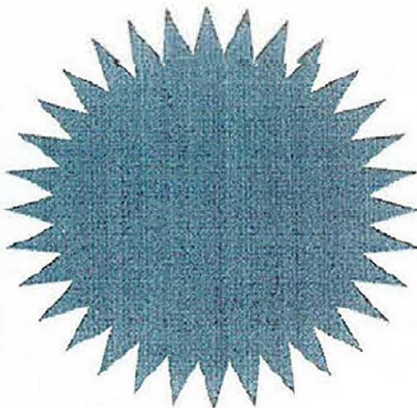
HARJOT SINGH, SECRETARY

No. HI-001

Shares 5,000

HAR & ARSH INC, 787 CROSS ROAD CIRCLE, ELIZABETH, CO
80107

This Certifies that ARASHDEEPTAUR is the registered holder of FIVE
THOUSAND (5,000) Common Stock Shares of the
Capital Stock transferable only on the books of the Corporation by the holder hereof in person or by Attorney
upon surrender of this Certificate properly endorsed.



In Witness Whereof, the said Corporation has caused this Certificate
to be signed by its duly authorized officers and its Corporate Seal is to be
hereunto affixed this 3RD day of MARCH, A.D. 2025

President

Treasurer

Arashdeep Kumar

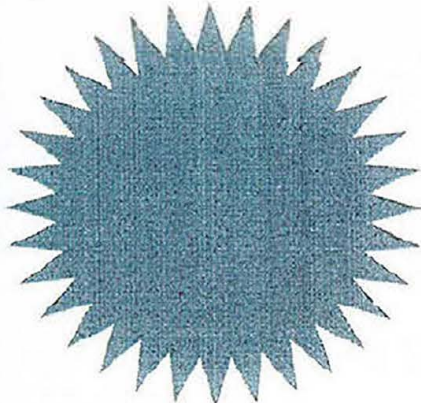
Harpal Singh

No. HI-002

Shares 5,000

HAR & ARSH INC, 787 CROSS ROAD CIRCLE, ELIZABETH, CO
80107

This Certifies that HARJOT SINGH is the registered holder of FIVE
THOUSAND (5,000) Common Stock Shares of the
Capital Stock transferable only on the books of the Corporation by the holder hereof in person or by Attorney
upon surrender of this Certificate properly endorsed.



In Witness Whereof, the said Corporation has caused this Certificate
to be signed by its duly authorized officers and its Corporate Seal is to be
hereunto affixed this 3RD day of MARCH, A.D. 2025

President

Treasurer

Rashdeep Darr Harjot Singh



February 21, 2025

ETBF- H A International
ETBF – H A International (Operating Company)
Harjot Singh
H A International Inc
Arashdeep Kaur



Reference No [REDACTED]

Huntington National Bank ("Huntington") is pleased to advise you that it is prepared to provide one or more U.S. Small Business Administration ("SBA") guaranteed loans (the "Loan(s)") subject to the terms, conditions and limitations set forth in this letter ("Commitment Letter") with the following basic terms (the "Basic Terms"):

Facility #1: SBA Guaranteed Draw to Term Loan:

Borrower(s):	ETBF- H A International, ETBF – H A International (Operating Company)
Guarantor(s):	Harjot Singh, H A International Inc, Arashdeep Kaur
Purpose of Loan:	Building Construction
Loan Amount:	\$1,557,000.00
Other Funds:	\$655,000.00
Interest Rate:	7.60% for the first sixty months then converting to Wall Street Journal Prime Rate plus 1.75%

Payments: Interest only payments shall be required for the first 12 months. Thereafter, monthly principal and interest payments shall be made based upon an amortization period of 288 months.

Draw Facility: The proposed facility includes a draw period during which loan funds will be advanced according to the attached sources and uses grid at the request of the Borrower. Borrower must submit a completed and signed Draw Request Form with supporting documentation to a Huntington Bank Credit Specialist in order to authorize the movement of loan funds. Supporting documentation is defined as evidence of payment for a reimbursement request or invoices to be paid. All documentation must be satisfactory to Huntington.

Computation of Interest: Interest shall be computed on a 365/365 basis.

Maturity: 300 months after the date of closing of the Loan

Prepayment: Borrower may prepay all or any portion of the indebtedness evidenced by the Note upon at least twenty-one (21) days prior written notice to Huntington. Any partial prepayments may be applied by Huntington in such manner and order as Huntington shall determine and in accordance with SBA requirements. If the term of the Loan is 180 months or longer, prepayment of 25% or more of the loan balance in any of the first three (3) years of the loan term will trigger a prepayment penalty (5% then 3% then 1%) per SBA rules.

Security: All as further described in the security instruments to be executed at closing:

- A first lien position on all business assets of ETBF- H A International (Operating Company), provided that if Borrower is also obtaining a revolving line of credit, this Loan shall have a junior lien on accounts receivable and inventory

- A first mortgage lien and assignment of rents on 787 Crossroads Circle Elizabeth CO 80107 and all improvements and fixtures now existing and to be constructed thereon ("Property")

- A third mortgage lien and assignment of rents on 10146 Blue Blood PL Littleton, CO 80125 and all improvements and fixtures now existing and to be constructed thereon ("Property")

SBA Guaranty Fee: This loan shall be guaranteed by the Small Business Administration ("SBA"). All loan documents and closing requirements must comply with the Loan Authorization issued by the SBA. Borrower shall be responsible for the payment of the SBA loan fee in the amount of \$41,353.00.

Facility #2: SBA Guaranteed Line of Credit:

Borrower(s): ETBF – H A International (Operating Company)

Guarantor(s): Harjot Singh, H A International Inc, ETBF – H A International, Arashdeep Kaur

Purpose of Loan: Support Working Capital

Loan Amount: \$50,000.00

Interest Rate: Wall Street Journal Prime Rate plus 2.50%

Payments: Monthly interest only payments for the first 60 months; monthly principal and interest payments for the last 60 months.

Draw Period: During the first 60 months of the Loan term, Borrower may advance, repay, and readvance the principal amount. After the first 60 months, the Loan will convert to a term obligation with no additional advances.

Maturity: 120 months after the date of closing of the Loan.

Security: All as further described in the security instruments to be executed at closing:

- A first lien position on all accounts receivable and inventory of ETBF
- H A International (Operating Company)

SBA Guaranty Fee: This loan shall be guaranteed by the Small Business Administration ("SBA"). All loan documents and closing requirements must comply with the Loan Authorization issued by the SBA. Borrower shall be responsible for the payment of the SBA loan fee in the amount of \$875.00.

Terms applicable to all loans:

Other Funds: \$655,000.00

Acknowledgement of Other Funds required by the borrower for this transaction.

Initials: 7.5 A S

Huntington
Expenses:

Borrower(s) shall pay all costs and expenses incidental to the Loan(s), whether or not closing occurs. Such costs shall include fees and other out-of-pocket expenses incurred by Huntington, including, without limitation, appraisal fees, environmental fees, title fees, filing fees, and reasonable attorney fees. If any Borrower is an entity to be formed and closing does not occur, Guarantor(s) shall be responsible for the payment of these fees and expenses. Upon signing of this Commitment Letter, Borrower(s) agree to pay Huntington \$5,000.00 to apply towards such third-party expenses (unused amount, if any, will be returned at closing). If paying by check, the check and a copy of your signed Commitment Letter must be sent to: The Huntington National Bank, SBA Commitment, L-4402 GW2W10, 7 Easton Oval, Columbus, Ohio 43219. If paying electronically (wire or ACH), use the following payment instructions: The Huntington National Bank, Columbus, Ohio, Routing No. 044000024, Account No. 01894042833. Include your Reference No. (on page 1) in the memo or notes for your payment.

Insurance: Borrower(s) must have appropriate liability insurance and all collateral must be insured, as set forth on the Hazard and Liability Insurance Instructions attachment.

Loan Fee: Borrower(s) agrees to pay Huntington a non-refundable fee of \$2,500.00 for packaging of the Loan (the "Loan Fee"). The Loan Fee shall be considered earned in full by Huntington upon acceptance of this Commitment Letter.

Adverse Change: Huntington shall have no obligation to close any Loan if a material adverse change occurs with respect to the business, operations, condition (financial or otherwise), or prospects, of Borrower(s), any

	Guarantor(s), any collateral, or with respect to any other assets of Borrower(s) or any Guarantor(s).
Financial Statements:	Receipt of updated business and/or personal financial statements of Borrower(s) and Guarantor(s) no older than 90 days within 5 business days prior to closing.
Closing Conditions:	Please see <u>Exhibit A</u> attached hereto and incorporated herein for other conditions to close
Source and Use Of Funds:	Please see <u>Exhibit B</u> attached hereto and incorporated herein
Additional Terms and Conditions:	The proposed credit facilities shall be evidenced by certain documents, including, without limitation, a loan agreement, one or more promissory notes, guaranties, assignments of insurance, security agreements, mortgages, financing statements, subordination agreements, and such other agreements, instruments and documents as Huntington may require in its sole and absolute discretion (collectively, the "Loan Documents"). The Loan Documents shall contain such representations, warranties, covenants, events of default, remedies and general provisions that Huntington deems necessary and shall otherwise be satisfactory in form and substance to Huntington. The terms, covenants and conditions set forth herein are intended to be an outline of some of the principal provisions of the Loan Documents rather than a full and complete description or exclusive list of all terms to be contained therein. This Commitment Letter shall be governed in accordance with the laws of the State of Ohio without regard to its conflicts of law rules. Any action or proceeding brought in connection with this Commitment Letter shall be brought exclusively in the state or federal courts in Columbus, Ohio. Huntington will require additional documents and information from Borrower(s), including but not limited to, organizational documents, proof of insurance for the collateral, title insurance with a comprehensive endorsement and a survey if the loan is secured by real estate, all as provided in Huntington's current policy requirements. Huntington's commitment to lend funds as specified in this letter is conditioned upon Huntington's receipt, no later than

15 days prior to closing of the Loan(s), of all requested documents and information which must be in form, content and detail satisfactory to Huntington. The Loan(s) shall be closed within 60 days from the date of acceptance hereof; otherwise, Huntington's obligations under this Commitment Letter shall terminate. Borrower and Huntington may extend this period upon mutual written agreement. Borrower may affect this Commitment Letter by returning a fully executed copy, together with payment of the non-refundable Loan Fee and third-party expense amount due as set forth above. This Commitment Letter may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

This Commitment Letter may be delivered electronically — including, by way of example and not limitation, via email with portable document format (".pdf") or tagged image file format (".tiff") attached. Execution and/or delivery in such manner will be equally effective as delivery of an originally executed counterpart. Borrower(s) and Guarantor(s) acknowledge and agree that in any dispute or controversy between them and Huntington, including any administrative or legal proceedings, respecting or in any way relating to this Commitment Letter, each waives the right to raise any defense based on its execution and/or delivery of this Commitment Letter electronically. If emailing your signed Commitment Letter, please send it to [BPO/PS email address]. If mailing an original of your signed Commitment Letter, please send it to: The Huntington National Bank, SBA Commitment, L-4402 GW2W10, 7 Easton Oval, Columbus, Ohio 43219.

This Commitment Letter, and Huntington's obligation hereunder, shall terminate if a fully executed copy is not received by Huntington within 5 days from the date hereof.

Sincerely,

THE HUNTINGTON NATIONAL BANK
Government Guaranteed Lending Group

ACCEPTANCE

Each of the undersigned hereby accepts this Commitment Letter and the terms this 27th day of February, 2015 and agree to be fully bound by such terms, conditions and limitations.

ETBF – H A International (Operating Company) ETBF – H A International

By: Harot Singh
Its: owner

By: Harot Singh
Its: owner

H A International Inc

By: Harot Singh
Its: Owner

Harot Singh

Harot Singh

Arashdeep Kaur

Arashdeep Kaur

To expedite your loan closing and provide elite customer service, you will be introduced to an SBA Client Specialist during a scheduled Welcome Call. The SBA Client Specialist will help me coordinate the collection of your closing checklist conditions (Exhibit A), including ordering additional services such as appraisals, environmental work, business evaluations and title work (to name a few). Your SBA Client Specialist will be assigned upon receipt of your signed Commitment Letter. We look forward to doing business with you.

Exhibit A – Conditions to Close

1. Huntington Banker will conduct a Verification of ETBF - H A International and ETBF - H A International (Operating Company) to ensure the business(es) is/are active and in good standing
2. Operating Agreement for ETBF - H A International and ETBF - H A International (Operating Company). Refer to your attorney. If you don't have an Operating Agreement and the LLC is a Single Member, we can assist with preparing a No Operating Agreement; Corporate Resolution for ETBF - H A International and ETBF - H A International (Operating Company) or Partnership Agreement for ETBF - H A International and ETBF - H A International (Operating Company), whichever is applicable
3. Huntington to have a first lien on All Business Assets of ETBF - H A International (Operating Company)
4. Receipt and approval of a Huntington Real Estate Appraisal indicating a value of \$1,446,500.00 on property located at 787 Crossroads Circle Elizabeth, CO 80107. In the event that the appraisal is for less than the minimum amount, this requirement shall be deemed unsatisfied, and Bank shall not be obligated to attempt to procure a second appraisal
5. Copy of Hazard Insurance on Business Assets in the name of ETBF - H A International (Operating Company)
6. Huntington Bank Site Inspection Questionnaire will be required for commercial Real Estate taken as collateral. Form will be provided. Based on the property additional environmental due diligence may be required
7. Copy of Flood Insurance on all applicable Real Estate located in a flood zone
8. Title Policy on property located at 787 Crossroads Circle Elizabeth, CO 80107
9. The subject loan approval is contingent upon SBA 7a program eligibility & compliance review
10. All use of proceeds to be allocated based on sources & uses outlined in the SBA Approval
11. Itemized listing of all collateral with a value of \$5,000 or more (SBA requirement)
12. Loan payments to be paid via Auto Debit (ACH) with a Huntington Checking account
13. Evidence of Appropriate Business Licensing
14. Federally required Know Your Customer & Beneficial Owner / Controlling Party information questionnaire to be completed with your Banker.
15. Receipt and review of SBA Form 1919 (Borrower Information Form). Please ensure the form is completed, initialed, signed and dated in its entirety.

16. Subject to a positive response (and clearance, if necessary) from the Credit Alert Verification Reporting System (CAIVRS) maintained by the US Federal Government
17. Subject to a positive response (and clearance, if necessary) from the System of Award Management (SAM) maintained by the US Federal Government
18. Copy of Hazard Insurance on Real Estate in the name of ETBF - H A International at 787 Crossroads Circle Elizabeth, CO 80107
19. Title Search on property located at 10146 Blue Blood PL Littleton, CO 80125
20. As part of a rate promotion currently being offered by Huntington, facilities must close by June 30, 2025, to be eligible for rate referenced herein
21. Huntington's Centralized Construction Monitoring Team to determine construction closing requirements which could include items such as contracts, budgets, plans & specs and surveys
22. All loans here within must close concurrently
23. The requested loan with Huntington Bank will be governed by a Business Loan Agreement which will include the Covenants outlined in Exhibit C
24. Evidence of Equity Injection (Other Funds/Down Payment) in the amount of \$110,000.00
25. Receipt and review of executed lease agreement for property to be determined EPC/OC Lease Lease term of at least 25 years, including renewal options
26. Receipt and review of SBA Form 601 (Certificate of Compliance) executed by Borrower and General Contractor
27. Interim Financial Statements (Income Statement and Balance Sheet) must be dated within 120 days of obtaining SBA number. If Statements that have been provided become outdated, signed and dated Interim Financial Statements (Income Statement and Balance Sheet) for H A International Inc/(Seller) will be requested
28. An executed updated Personal Financial Statement for Arashdeep Kaur and Harjot Singh on Huntington's preferred form to be received and reviewed
29. Copy of Dram Shop Liquor Liability Insurance in the name of ETBF - H A International (Operating Company)
30. EPC-OC Certification and Lease Subordination signed
31. A site visit performed by our third-party vendor Collateral Specialists, Inc. is required for the property located at 787 Crossroads Circle Elizabeth, CO 80107
32. IRS Verification of Tax Returns through IRS Form 4506-C. Will be ordered through form 8821
33. The subject loan approval is contingent upon SBA Express program eligibility & compliance review
34. All SBA Fees will be financed into the loan

35. Line of Credit proceeds must be disbursed to a Huntington Checking account

Exhibit B - Sources and Uses

Project Detail	Borrower Required Equity	Equity Notes	HNB SBA 7(a) Term Loan	HNB SBA Express Line Of Credit	Other/Down payment/Cash	Other	Total Project
New Construction			\$ 1,202,000.00				\$ 1,202,000.00
Contingency			\$ 120,000.00				\$ 120,000.00
Interest Carry			\$ 80,000.00				\$ 80,000.00
Purchase Land					\$ 545,000.00		\$ 545,000.00
Working Capital			\$ 100,000.00	\$ 50,000.00	\$ 110,000.00		\$ 260,000.00
HNB Packaging Fee			\$ 2,500.00				\$ 2,500.00
Estimated Guaranty Fee			\$ 43,000.00				\$ 43,000.00
Estimated Loan Fees			\$ 9,500.00				\$ 9,500.00
Franchise Fee							\$ -
Totals:	\$ -	\$ -	\$ 1,557,000.00	\$ 50,000.00	\$ 655,000.00	\$ -	\$ 2,262,000.00
Percent of Total Project:	0%	0%	69%	2%	29%	0%	100%
Identify Equity Source(s):							
Required Equity Injection:	\$ -						

Borrower must provide documentary evidence satisfactory to Bank that the Required Equity Injection referenced above has been made. Examples of the kind of satisfactory evidence are copies of paid receipts or cancelled checks, bank settlement statements or deeds evidencing the purchase of property. The type of satisfactory evidence provided must be appropriate to the type of equity injection the Borrower is providing and must be satisfactory to Bank.

Exhibit C – Financial Covenants

1. Borrower covenants that on and after the date of this Agreement, [ownership of equity interests in] Borrower in excess of [19.99%] in the aggregate shall not change without prior written consent of Lender.
2. Borrower shall maintain primary operating deposit accounts with Lender.
3. Borrower shall deliver or cause to be delivered to Lender within [Thirty (30)] days after filing with the Internal Revenue Service, a signed copy of Borrower's federal income tax return as filed, including all schedules and attachments.
4. Borrower shall deliver or cause to be delivered to Lender within [Thirty] ([30]) days after filing with the Internal Revenue Service, a signed copy of [each Guarantor's federal income tax return] as filed, including all schedules and attachments.
5. Borrower shall deliver or cause to be delivered to Lender within [Ninety (90)] days after the end of each [quarter], beginning [03/30/2033], [the internally prepared financial statement of ETBF - H A International (Operating Company), H A INTERNATIONAL INC], including a balance sheet and income statement for the period ended
6. Borrower shall furnish Lender with, as soon as available, but in no event later than [Forty Five (45)] days after the end of each [quarter], beginning [03/31/2026], [for the first 3 quarters of each fiscal year], Borrower's internally prepared financial statement, including a balance sheet and income statement for the period ended.
7. Borrower shall deliver or cause to be delivered to Lender within [Ninety (90)] days after the [end of each calendar year], a copy of each Guarantor's personal financial statement, prepared by each Guarantor and certified by Guarantor as fairly representing Guarantor's financial condition as of the date of such financial statement.

Huntington National Bank
Hazard and Liability Insurance Instructions

- **Huntington National Bank must be listed as lender loss payee on the operating company policy, and mortgagee as applicable on real property.** Binder must be provided on an Accord 27/28 Form.
- **Policies involving personal property and general liability should be issued to the operating concern.** New equipment to be insured minimally at invoice value.
- **The real estate policy is to be issued in the name of the titled real estate owner.** That might include a new LLC, or an individual name, but not necessarily the operating company name. The real property value should be the appraised value minus land value.
- **Use the following lender loss payee and/or mortgagee clause:**

Huntington National Bank, ISAOA/ATIMA

CLS Insurance – GW1W37
P. O. Box 341470
Columbus, Ohio 43234-1470

**VERIFICATION OF INSURANCE
DUE 3 DAYS PRIOR TO CLOSING!**

Equipment & Fixture Collateral List

Borrower:						Loan Number:			
Item Description	Item Location	Year	Make	Model	Serial # (if item over \$5,000)	Original Cost	Market Value		
NONE									

I certify that the above listing (with attachments, if any) represents a full disclosure of all equipment & fixture collateral items with value of \$5,000.00 or more, pledged to secure a loan made by Huntington National Bank.

Joseph S. [Signature]

Name and Title

02/27/25

Date

Confidential



RE: Page 4

From [REDACTED]

Date: Thu 1/30/2025 3:20 PM

To [REDACTED]

Good News!

Underwriter just notified me that the loan is being routed toward approval. Once it is finalized and official I will reach out to you. Below are the sources and uses.

Proposed by Product Specialist:	Equity Injection		HNB Financing			Down Payment			TOTAL FOR EACH USE
	Equity Injection	Equity Standby Notes	SBA #1 Term Loan	SBA #2 Term Loan	#3 - RLOC	Other #1 Cash	Other #2 Seller Note	Other #3	
USES:									
Purchase Land									-
Purchase Land & Building	545 000								545 000
New Construction			1 292 000						1 292 000
Building Improvements									-
Contingency			120 000						120 000
Leasehold Improvements									-
Contingency									-
Interest Carry			30 000						30 000
New Equipment									-
Used Equipment									-
Furniture & Fixtures									-
Working Capital	110 000		100 000		50 000				260 000
New Inventory (excludes acc)									-
Business Acquisition									-
Liquor License									-
Refi HNB RE Debt									-
Refi HNB Non-RE Debt									-
Refi Non-HNB RE Debt									-
Refi Non-HNB Non-RE Debt									-
Initial Set Up Fee									-
HNB Packaging Fee									-
Franchise Fee									-
Estimated Guaranty Fee			17 500						17 500
Estimated Loan Expenses			12 000						12 000
Other									-
Other									-
TOTAL FOR EACH SOURCE	655 000	-	1 531 500	-	50 000	-	-	-	2 236 500
% FROM EACH SOURCE	29.29%	0.00%	68.43%	0.00%	2.24%	0.00%	0.00%	0.00%	100.00%

Matthew Alm

Vice President, SBA Business Development Officer Sr
The Huntington National Bank

Cell: 614.450.2610



Connect on LinkedIn:

www.linkedin.com/in/matthewalm

Internal Use

Internal Use

From: Adobe Document <arshgrewal@hotmail.com>

Sent: Tuesday, January 28, 2025 1:05 PM

To: Matthew Alm <matthew.alm@huntington.com>

Subject: Page 4

Huntington Security Checkpoint: External email. Please make sure you trust this source before clicking links or opening attachments.

Actually I sent page 1-5 yday.

But anyways here it is.
Thank you

R A INTERNATIONAL INC
26-361756

Schedule A
Partnership Tax Return

Schedule L
Limited Liability Partnership Schedule

Line	Description	Amount	Amount	Amount
1	Net income from operations	221,725		221,725
2	Charitable contributions			
3	State and local taxes			
4	Other income			
5	Net income	221,725		221,725
6	Net income from operations	221,725		221,725
7	Charitable contributions			
8	State and local taxes			
9	Other income			
10	Net income	221,725		221,725
11	Net income from operations	221,725		221,725
12	Charitable contributions			
13	State and local taxes			
14	Other income			
15	Net income	221,725		221,725
16	Net income from operations	221,725		221,725
17	Charitable contributions			
18	State and local taxes			
19	Other income			
20	Net income	221,725		221,725
21	Net income from operations	221,725		221,725
22	Charitable contributions			
23	State and local taxes			
24	Other income			
25	Net income	221,725		221,725
26	Net income from operations	221,725		221,725
27	Charitable contributions			
28	State and local taxes			
29	Other income			
30	Net income	221,725		221,725
31	Net income from operations	221,725		221,725
32	Charitable contributions			
33	State and local taxes			
34	Other income			
35	Net income	221,725		221,725
36	Net income from operations	221,725		221,725
37	Charitable contributions			
38	State and local taxes			
39	Other income			
40	Net income	221,725		221,725
41	Net income from operations	221,725		221,725
42	Charitable contributions			
43	State and local taxes			
44	Other income			
45	Net income	221,725		221,725
46	Net income from operations	221,725		221,725
47	Charitable contributions			
48	State and local taxes			
49	Other income			
50	Net income	221,725		221,725
51	Net income from operations	221,725		221,725
52	Charitable contributions			
53	State and local taxes			
54	Other income			
55	Net income	221,725		221,725
56	Net income from operations	221,725		221,725
57	Charitable contributions			
58	State and local taxes			
59	Other income			
60	Net income	221,725		221,725
61	Net income from operations	221,725		221,725
62	Charitable contributions			
63	State and local taxes			
64	Other income			
65	Net income	221,725		221,725
66	Net income from operations	221,725		221,725
67	Charitable contributions			
68	State and local taxes			
69	Other income			
70	Net income	221,725		221,725
71	Net income from operations	221,725		221,725
72	Charitable contributions			
73	State and local taxes			
74	Other income			
75	Net income	221,725		221,725
76	Net income from operations	221,725		221,725
77	Charitable contributions			
78	State and local taxes			
79	Other income			
80	Net income	221,725		221,725
81	Net income from operations	221,725		221,725
82	Charitable contributions			
83	State and local taxes			
84	Other income			
85	Net income	221,725		221,725
86	Net income from operations	221,725		221,725
87	Charitable contributions			
88	State and local taxes			
89	Other income			
90	Net income	221,725		221,725
91	Net income from operations	221,725		221,725
92	Charitable contributions			
93	State and local taxes			
94	Other income			
95	Net income	221,725		221,725
96	Net income from operations	221,725		221,725
97	Charitable contributions			
98	State and local taxes			
99	Other income			
100	Net income	221,725		221,725

Sent from my iPhone

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age 100 of 349



IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Hayat Singh 02/27/25
Signature Date

Confidential

Huntington National Bank

Construction Draw Note Addendum

You have been conditionally approved for a Draw Note or Draw to Term Note by The Huntington National Bank.

To facilitate a draw request, an authorized signer of the loan will need to have access to a computer, scanning capability, email and a Huntington checking account. A recorded phone call must occur before the draw can be completed.

A construction contract and other items will be required for closing. More information will be provided prior to your closing, you will receive a detailed list outlining the full requirements based on your project.

All expenses paid prior to loan closing should be submitted to your Banker at least 5 days prior to closing. Approved expenses will either be allocated towards the required down payment or will be paid directly to vendors at closing.

The first draw request can be submitted after you receive confirmation from Huntington Bank that your loan has been booked into Huntington systems and an account number has been assigned. This can take up to **15** business days from the date of the closing.

Confirmation will come via email to the main email account on file. The email will include specific instructions on how to complete your draw. All forms must be completed in their **entirety** for a draw request to be reviewed and processed. This includes itemizing all expenses and providing supporting receipts, invoices, vendor wire instructions, etc.

Upon completion of the necessary documentation, everything should be emailed back to your assigned Huntington Project Loan Consultant including all forms, receipts, and invoices. Once reviewed for completeness, a Huntington colleague is required to do a verbal validation that the draw has indeed been requested and the bank has authorization to process the request. We will not process without verbal confirmation by call back.

We have the right to consider any expense ineligible if it's determined that item/expense was not for business or project purpose.

Proceeds will be reimbursed into a Huntington checking account or wired directly to a vendor for payment. We do not send checks, ACH payments or disburse into outside checking accounts.

A maximum of one construction Draw request per month will be processed once your account has been established.

Post-Closing Expenses must be dated no less than 30 days from the date of the Draw Request form.

I acknowledge the above.

x Hazlet Ring

x Brashley K...

Affidavit of Circulator

I, ARASHDEEP KAUR, do hereby certify that I was the Circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, each signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understood its meaning. All of the undersigned were shown the map and list provided by the City of Boulder's licensing department. I also affirm that no premises, threats or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was given freely and voluntarily.

Circulator's Name: ARASHDEEP KAUR

Circulator's Signature: Arashdeep Kaur

Circulator's Address: [REDACTED]

State of Colorado)

) ss.

County of Elbert)

Subscribe and sworn to before me this 11th day of July, 2023.



Allison Ritter

Notary Public

SEAL

My Commission Expires: February 23, 2025

SPECIAL WARRANTY DEED

State Doc Fee: \$27.00
Recording Fee: \$18.00

THIS DEED is dated the 26 day of May, 2024, and is made between
(whether one, or more than one),

Gregory R. and Kimberley A. Richardson Revocable Family Trust

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

Harjot Singh and Arashdeep Kaur

HSR initial KAR initial

as Joint Tenants, (whether one, or more than one), the "Grantee", whose legal address is 787 Crossroads Circle, Elizabeth, CO 80107 of the County of Elbert and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of Two Hundred Seventy Thousand Dollars and No Cents (\$270,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Elbert and State of Colorado described as follows:

Lot 11, ELIZABETH CROSS ROADS BUSINESS PARK, County of Elbert, State of Colorado.

also known by street address as: 787 Crossroads Circle, Elizabeth, CO 80107

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

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

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

Gregory R. and Kimberley A. Richardson Revocable
Family Trust

By: [Signature] TRUSTEE
Gregory R. Richardson, Trustee

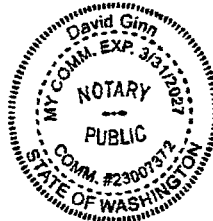
By: [Signature] Trustee
Kimberley A. Richardson, Trustee

State of CO WASH/WEST
County of ELBERT KING

The foregoing instrument was acknowledged before me this 26th day of May, 2024 by Gregory R. Richardson and Kimberley A. Richardson as Trustees of Gregory R. and Kimberley A. Richardson Revocable Family Trust.

Notary Public:

My Commission Expires: 03/31/2027





STAFF REPORT

Uses Permitted by Special Review – Article 9 And Minor Development Sec. 16-3-70

Applicant: Michael Patterson, MBP Enterprises Inc.
Location: 350 S Elbert St
Zone District: Commercial Mixed-use (CMU)
Resolutions: Use Permitted by Special Review: 25R25
Minor Development Subdivision: 25R26
Exhibits:
Exhibit A: Applicant Submittal
Exhibit B: Referral Agency Comment Letter(s)
Exhibit C: Public Notice

Executive Summary

Brian Patterson of MBP Enterprises Inc. requests approval of a Use Permitted by Special Review and a Minor Development Subdivision to redevelop 350 S. Elbert Street into four residential lots within the Commercial Mixed-Use (CMU) zoning district. The existing single-family dwelling will remain on one lot, while three new manufactured single-family homes are proposed on the remaining lots.

The Use Permitted by Special Review is required for single-family dwellings in the CMU district. Staff has determined that the application meets all eight approval criteria under Section 16-9-20(a) of the Elizabeth Municipal Code, including compatibility with the surrounding neighborhood, adequate infrastructure capacity, minimal traffic or environmental impacts, and no detriment to public health, safety, or welfare.

The subdivision qualifies as a Minor Development Subdivision under Section 16-3-70, as it creates fewer than five lots, each with a single principal use and access to public streets, with no new roads required. The subdivision complies with CMU district dimensional standards, stormwater management requirements, and supports the Town's Comprehensive Plan goals for diverse housing options.

At their August 5th meeting, the Planning Commission recommended approval by a vote of 4-0.

However, several outstanding items remain unresolved despite established deadlines. The applicant has not provided: (1) an updated title policy demonstrating clear title with all liens released, (2) an updated plat copy with corrected drainage maintenance language to ensure consistency between General Note #3 and Drainage Note #2, and (3) a signed and notarized copy of the Subdivision Improvement Agreement incorporating all required revisions. While the applicant has paid off existing liens, the releases have not yet been recorded in the land record system, and the title exceptions continue to show these liens.

SAFEbuilt Planning (town consultant) has worked extensively with the applicant to communicate requirements and deadlines, but the necessary documentation was not submitted by the August 19, 2025 deadline established by the Town. Given these unresolved submittal requirements, staff recommends that the Board of

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Trustees continue this public hearing to the September 9th meeting to allow the applicant additional time to provide the required updated title policy, revised plat, and executed Subdivision Improvement Agreement.

Project Report

Applicant Request:

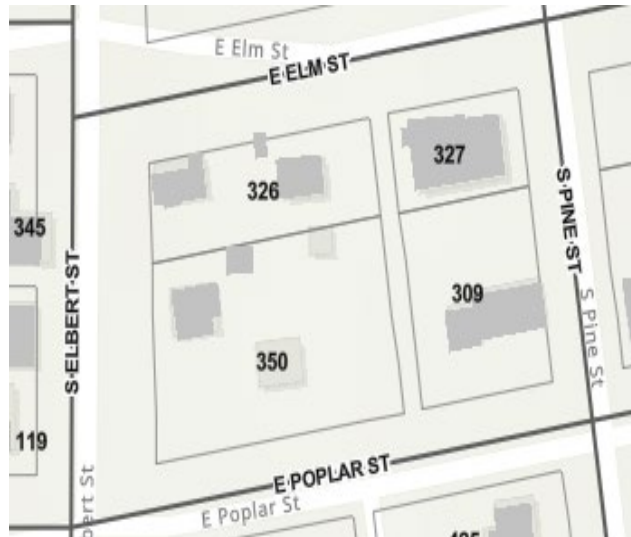
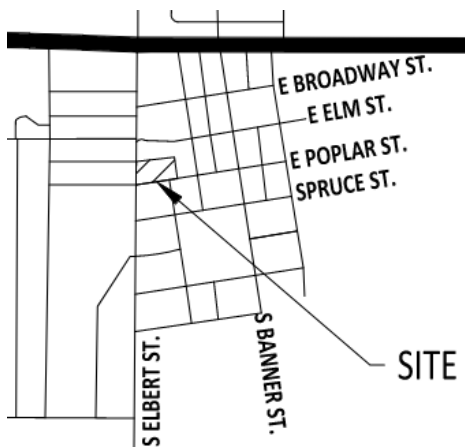
Brian Patterson (MBP Enterprises Inc.) requests that the Board of Trustees approve a **Use Permitted by Special Review** (pursuant to Article 9 of the Land Use Code) and a **Minor Development Subdivision** (pursuant to Section 16-3-70), to create 3 additional lots and allow residential redevelopment of the property at 350 S. Elbert Street, located at the northeast corner of South Elbert Street and East Poplar Street.

Under **Article 1, Table 16-5**, a **single-family dwelling** may be permitted in the underlying zoning district through a **Use Permitted by Special Review**. According to **Section 16-9-40**, such uses require public hearings before both the Planning Commission and the Board of Trustees, with final approval authority resting with the Board of Trustees.

Section 16-9-30 typically limits approvals for Use Permitted by Special Review in duration, unless otherwise specified. However, as amended by **Zoning Ordinance 24-14**, this time limitation **does not apply** to approvals that include a residential component.

Staff processed both applications, including referral to all applicable agencies, in accordance with the Town's municipal code. Per **Sec. 16-9-40 (e)** and **Sec. 16-3-70 (9)**, the Planning Commission considered both applications and made recommendations to the Board of Trustees.

General Project Location





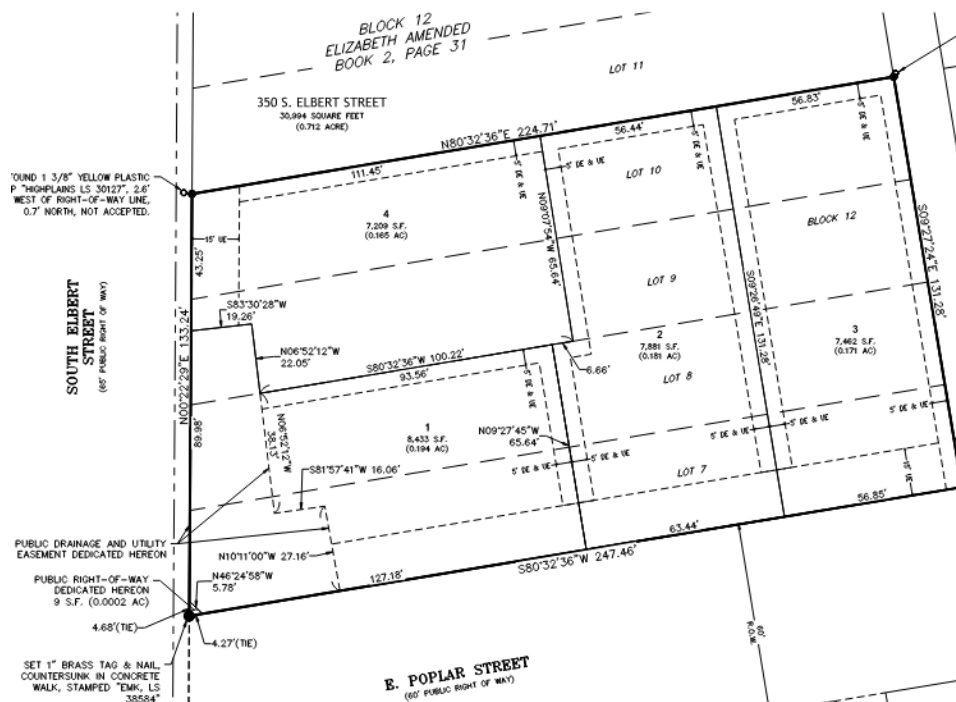
TOWN OF ELIZABETH

Background/Proposal:

Brian Patterson of MBP Enterprises Inc. proposes to subdivide the 0.71-acre property at 350 S. Elbert Street in Elizabeth. The parcel, legally described as Lots 7 through 10, Block 12 of the Elizabeth Amended Plat, currently contains one single-family dwelling and several accessory structures, with the southern and eastern portions largely vacant.

The proposal subdivides the property into four residential lots measuring approximately 0.19, 0.18, 0.17, and 0.17 acres (see **Figure 1 & Exhibit A**). The existing single-family dwelling will remain on Lot 4 (the northernmost lot), while Lots 1 through 3 will be developed with manufactured single-family homes, each including attached or detached garages to meet the Town's off-street parking requirements.

Figure 1 – Minor Development Subdivision



To address increased residential density and stormwater needs, a detention pond is proposed on the southeast corner of the block. The pond will be fenced for safety along boundaries adjacent to neighboring properties, with maintenance responsibility assigned to the property owners.

The surrounding neighborhood contains a mix of single-family, two-family, and multi-family residences. Block 12 currently has three single-family dwellings and one two-family dwelling. Community amenities including Bandt Park, Memorial Park, and Main Street are within walking distance. The property has frontage and access to on-street parking along S. Elbert Street and E. Poplar Street, supplemented by off-street parking on the proposed lots.

The site's Commercial Mixed-Use (CMU) zoning allows residential and commercial development with pedestrian-oriented design and access to arterial or collector streets. The proposed project aligns with CMU



TOWN OF ELIZABETH

district intent by introducing moderate-density residential infill while maintaining compatibility with existing neighborhood character.

Approval Criteria:

In accordance with Sec. 16-9-20 (a) the Board of Trustees may approve a Use Permitted by Special Review subject to reasonable conditions which include, but are not limited to, the requirements that the proposed use:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
2. Will not result in an over-intensive use of land;
3. Will not have a material adverse effect on community capital improvement programs;
4. Will not require a level of community facilities and services greater than is available;
5. Will not result in undue traffic congestion or traffic hazards;
6. Will not cause significant air, water or noise pollution;
7. Will be adequately landscaped, buffered and screened;
8. Will not otherwise be detrimental to the health, safety or welfare of present or future inhabitants of the Town.

In accordance with Sec. 16-3-70 (a), the site may be reviewed as a Minor Development Subdivision when there is a creation of four (4) or fewer lots, parcels or tracts of land with one (1) principal use on each lot and adjoining a public street. Further, a Minor Development Subdivision is allowed if there is no creation of new or private roads. Additionally, as stated in Sec. 16-3-10, all subdivisions shall strive to meet the general subdivision requirements as outlined below:

1. To promote the general health, safety and welfare of the present and future inhabitants of the Town. Land proposed for subdivision shall be such that it can be used safely for the intended purpose without danger to health or peril from fire, flood, geologic hazards or other natural hazards.
2. To guide future growth and development within the Town and ensure adequate and efficient transportation, water, waste disposal, schools, fire and police protection, recreation and open space opportunities and other services and facilities. To encourage a diversity of housing types and densities in order to assure adequate housing for all persons. In order to achieve this purpose, all subdivision approvals shall be in general conformance with the principles of the Town Master Plan as determined by the Board of Trustees, zoning requirements of Article I of this Chapter and approved and recorded development guides and plans where property is zoned Planned Development (PD).
3. To provide for the preservation and conservation of unique or distinctive natural areas, natural landmarks, critical wildlife habitats, wetlands, historic features and archaeologically sensitive sites, recognizing the irreplaceable character of such resources and their importance to the quality of life in the Town. In order to achieve this purpose, subdivisions shall provide for the preservation and conservation of significant stands of vegetation; unique or distinctive topographic features; drainage, riparian and wetland areas; significant wildlife habitats including breeding grounds, nesting areas, migration routes and wintering areas; scenic views; and important historical or archaeological sites.
4. To protect both urban and nonurban development by minimizing the conflicts between the land uses and structures. In order to achieve this purpose, subdivisions shall be designed to provide for lots that are of an appropriate size and configuration for the site characteristics and intended uses; connections between neighborhoods, shopping and recreational areas that are safe and convenient; adequate buffering from the adverse impacts of adjoining uses through lot orientation, setbacks, landscaping or



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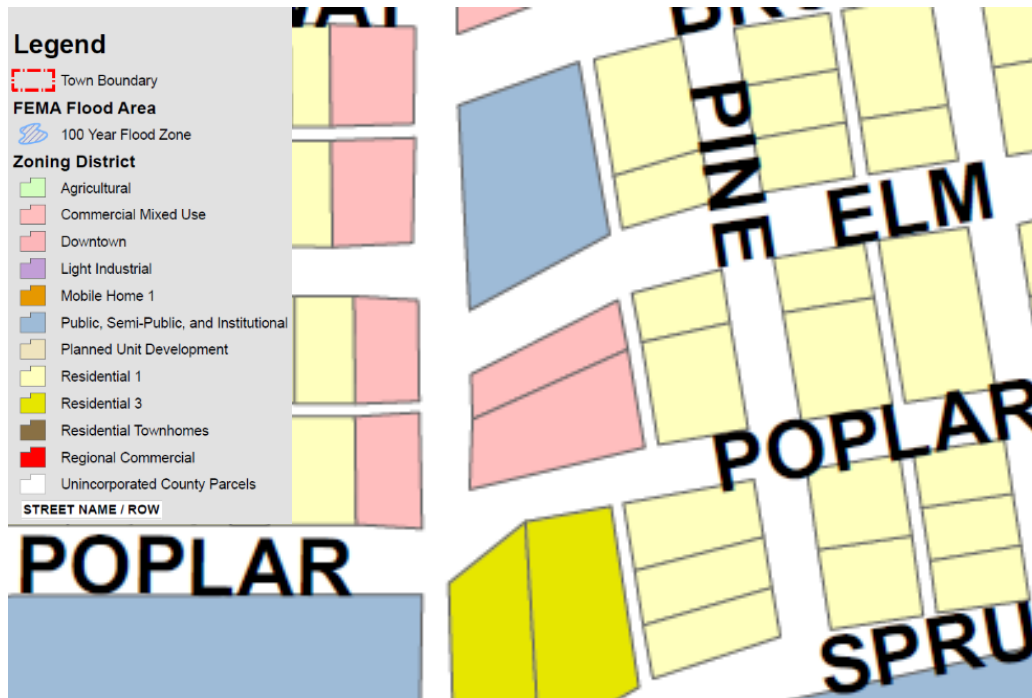
other appropriate methods; the conservation of water, land and energy resources; minimization of grading, road cuts and fills; and a road system designed to preserve the integrity and function of the arterial and local roadway network.

5. To ensure that the necessary services and facilities are available and have sufficient capacity to serve the proposed subdivision. In order to achieve this purpose, land proposed for subdivision shall not be approved until the necessary provisions have been made for subdivision design, access, parks, trails, recreation and open spaces, schools, drainage, water, wastewater disposal, traffic controls, road improvements and services. The cost and installation of such improvement, police and fire protection or other reasonably necessary improvements, which primarily benefit the land being subdivided, shall be borne by the owners and developers of such land.
6. To provide for an adequate and accurate system to record land subdivisions, ensuring proper legal descriptions and survey monumentation, in order to inform the public and especially future residents of the facts about the subdivision, thereby safeguarding the interests of the public, the homeowner, the subdivider and the Town.



TOWN OF ELIZABETH

Zoning Map (2019)



Surrounding Land Uses (& Zoning):

North: Single-family dwellings (Commercial Mixed-use)
South: Multi-family dwellings (Residential 3)
East: Single and two-family dwellings (Residential 1)
West: Single-family dwellings (Commercial Mixed-use)



TOWN OF ELIZABETH

Current Site – Aerial View





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Current Site – NE corner of S Elbert St and E Poplar St



Current Site – On street view from E Poplar St looking north



Current Site – View from Elbert St looking East

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Current Vacant Site – View from Poplar St looking West to Elbert St



Case Analysis:



TOWN OF ELIZABETH

The proposed Use Permitted by Special Review and Minor Development Subdivision displays general conformance with the applicable provisions of the Elizabeth Municipal Code (EMC), the Elizabeth Comprehensive Plan, and the Town of Elizabeth Design Guidelines as outlined in the analysis applied to the proposal described herein.

Elizabeth Municipal Code (EMC):

The applicant proposal for a Use Permitted by Special Review and Minor Development Subdivision was determined to be in general compliance with the EMC. The following topics outline the specific analysis applied to the proposal in the context of the Town's land use and subdivision regulations.

- **Land Use Conformity:**

- The subject site is in a purely residential neighborhood with varying density and zone districts. On block 12, there are four (4) lots developed as three (3) single-family dwellings and one (1) two-family dwelling. The surrounding neighborhood includes a range of residential uses from single-family, two-family, and multi-family dwellings, with Bandt Park and Main Street being less than a five (5) minute walk from the site. Since the applicant intends to subdivide the current single lot into four (4) residential lots, the residential nature of the site will be maintained. Further, the increase in residential uses on the block and surrounding neighborhood maintains the residential character of the neighborhood.

- **Dimensional Standards – Article 1, Table 16-6 Commercial Mixed-Use:**

- The CMU district allows for a greater intensity of uses and therefore has dimensional standards that support the consolidation of uses by having smaller lot sizes and setbacks. While these dimensional standards are less than those required within the single-family residence (R-1) district, the applicant has met or exceeded the dimensional requirements of the CMU district.

Dimensional Standard	CMU District	Proposed			
		Lot 1	Lot 2	Lot 3	Lot 4 (Existing)
<i>Lot size (min.)</i>	2,500 SF	8,433 SF	7,881 SF	7,462 SF	7,209 SF
<i>Lot coverage (max.)</i>	1) Under roof: 50% 2) Min. vegetative area: 10%	To be reviewed for compliance during the building permit process.			
<i>Minimum width of lot/space (measured in feet; 25 feet back from the front property line)</i>	50'	127.18'	63.44'	56.85'	66'

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<i>Front setback (ft) - public right-of-way</i>	25'	To be constructed to meet dimensional requirements.	39' (existing)
<i>Rear setback (ft)</i>	5'		36' (existing)
<i>Interior side setback (ft)</i>	5'		12.8' (existing)
<i>Street side setback (ft)</i>	10'		N/A

- **Minor Development Subdivision Standards, Sec. 16-3-70:**

- The proposal creates four (4) lots with one principal use – single-family dwelling - on each lot that fronts onto a public street, and there are no new or private roads created. Per Sec. 16-3-70 (a), that site may be reviewed as a Minor Development Subdivision. Therefore, the subdivision was reviewed against the standards of code Sec. 16-3-70 and has been determined to be in general compliance.

- **Drainage:**

- As part of the review of the Minor Development Subdivision, a detention pond is proposed at the NE corner of S Elbert St and E Poplar St, with an interior fence to ensure safety for future residents. The pond is designed to temporarily hold stormwater runoff and then release it at historic flow rates that mimic pre-development flows, primarily to prevent impacts to adjacent or downstream properties and structures. Further, the maintenance of the pond will be the responsibility of the property owners as described in the drainage notes of the final plat. As a result of the development of the site, there are no anticipated impacts to the surrounding residential uses or Town infrastructure.

- **Floodplain:**

- The delineated floodplain does not impact the site.

- **Outstanding Liens:**

- The title commitment dated July 28, 2025, shows outstanding municipal liens totaling \$1,266.11 for unpaid utility charges. The applicant has satisfied these liens as confirmed by Town staff on July 14, 2025. An updated title commitment showing clear title will be required prior to final plat recordation.

- **Traffic and Access**

- Beginning at E. Kiowa Avenue and south to the subject site, there is a diversity of zone districts that include the Regional Commercial (RC), Residential-1 (R-1), commercial mixed-use (CMU), and public, semi-public and institutional (P-I) districts. Along this corridor and within the vicinity of the site, there are predominantly residential uses that range from single, two, and multi-family dwellings. Given the diversity of zone districts that allow for an increase in



TOWN OF ELIZABETH

intensity of uses, and since S Elbert Street connects both the north and south of the Town, the roadway was designed for a greater intensity of uses, and that there are no new right of ways proposed, the redevelopment of the site to include three (3) additional single-family dwellings with off-street parking is not anticipated to significantly impact traffic and access.

- **Parking**

- A review of Block 12 shows that all residential uses provide off-street parking as observed from the presence of driveways, curb cuts, garages (attached and detached), or some other parking structure. Additionally, along all street frontages of block 12, on-street parking is available as noted by the presence of street signs, including S Elbert St and E Poplar Street, which front the subject site. The existing dwelling on Lot 4 provides off-street parking via a driveway and detached garage. The three (3) new dwellings are proposed with off-street parking provided via a driveway and attached or detached garage. As the development is proposed with off-street parking and since on-street parking is abundant, there are no adverse parking impacts anticipated for the block or the surrounding neighborhood.

- **Right-of-Way (ROW)**

- No new ROW is proposed with the development.

- **Design Review Standards and Guidelines, 2011**

- The purpose of the Design Standards and Guidelines is to ensure that development in the Town of Elizabeth reflects the type, quality, and character desired by the community. These standards are typically applied to a site during the site plan review process of Sec Article 2 – Site Plan Standards and Procedures. However, as stated in Sec. 16-2-20 (e), the site development standards outlined by this section shall not apply to legal conforming single-family detached housing. Since the site is proposing the construction of three (3) additional single-family dwellings, the site will not undergo the site plan review process.
- As part of the current application process, preliminary plans were submitted, and per Sec. 3.2.a, the design standards shall apply to all single-family developments of two or more lots platted after the adoption of the design standards and guidelines. Therefore, we believe that approval of the User Permitted by Special Review may be conditioned to require the site to implement the Design Review Standards and Guidelines of Chapter 4, Section 3 – building design standards and guidelines for residential uses to be applied during the building permit process.

Elizabeth Comprehensive Plan (2019):

Staff has found that the proposed use conforms to the Town's currently adopted [2019 Comprehensive Plan](#).

The future land use map depicts the site as Old Town Mixed Use. This area includes the historic Main Street as well as the oldest neighborhoods of Elizabeth to the west of Main Street. This future land use classification emphasizes the maintenance and promotion of a historic character unique to Elizabeth and the strengthening of these neighborhoods through multi-modal improvements (including trails and sidewalks), streetscape enhancements, and the redevelopment and enhancement of various parcels within the Main Street area and surrounding neighborhoods in the Old Town area. The Old Town Mixed Use classification should generally



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maintain a mixture of 70 percent commercial uses and 30 percent residential throughout the entire Old Town Mixed Use area. This land use category assumes a general range for residential densities of 8 to 24 dwelling units per acre.

The proposal includes a residential density of approximately 6 units per acre with no commercial uses. The proposed density is similar to the recommended density range of the Comprehensive Plan and helps increase housing options as outlined below:

- **Future Land Use and Development - GOAL 1, POLICY 1.4:** *Encourage the diversification of Elizabeth's housing options to meet the full life cycle of the community's housing needs. This would enable residents to remain in the community as their housing needs change and would accommodate a more diverse range of residents from a wider range of ages to live in Elizabeth.*
 - The subdivision and redevelopment of the largely vacant site increases housing availability within the Town to meet community needs, thereby better serving the Town.
- **Future Land Use and Development GOAL 3:** *Future development in Elizabeth incorporates appropriate levels of density and design to support increased housing options, the viability of neighborhood commercial, and overall long-term neighborhood sustainability.*
 - The current site is largely vacant and occupied by one residential dwelling. Block 12, is developed as single or two-family dwellings, with the surrounding neighborhood being comprised of a mix of residential uses. On the future land use map, much of the area designated as the Old Town mixed-use classification has remained residential, with a very small portion of this area being developed as non-residential, except for areas that have direct frontage along Main Street. While the Comprehensive Plan anticipates future non-residential uses within the vicinity of the Old Town area, the site proposes a residential use and density that maintains the character of the neighborhood while increasing housing for the Town.

Referrals

The following agencies provided comment during the referral period (**see Exhibit B**).

REFERRAL AGENCY / CONSULTANT	DISCIPLINE	Status
SAFEbuilt	Community Development	Approved
CORE Engineering	Town Engineer	Approved
CORE Electric / IREA	Utility	Approved
Elizabeth Parks and Recreation	Elizabeth Parks and Recreation District	No comments received
Elizabeth Public Works	Public Works	Approved
Elizabeth Police Department (PD)	Police Department	No comments received
Stolfus & Associates	Transportation	Approved
Elizabeth Fire Protection District (EFD)	Fire	Approved
Elizabeth School District	Elizabeth C-1 School District	No comments received
Black Hills Energy	Utility Company	No comments received



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Elbert County Assessor's Office	GIS	Technical consultation with deference to the updated survey information.
CO WATER CONSERVATION BOARD		No comments received
ARMY CORP OF ENGINEERS	Denver Regulatory Office	No comments received

Outstanding Referral Comments:

As of publication of this staff report, there are no outstanding comments for the applicant.

Findings and Staff Recommendation:

The findings and staff recommendation are discussed separately for the (1) Use Permitted by Special Review and (2) Minor Development Subdivision.

(1) Use Permitted by Special Review, Findings and Staff Recommendation:

Staff provides a favorable recommendation for the Use Permitted by Special Review application upon review by the development review team and staff in accordance with Article 9 of the EMC. Staff provides the recommendation in the context of Sec. 16-9-20 (a), which states that the Board of Trustees may approve a Use Permitted by Special Review subject to reasonable conditions, which include, but are not limited to, the requirements that the proposed use meet the approval criteria of 1 through 8:

(1) Will be in harmony and compatible with the character of the surrounding areas and neighborhood: The proposed subdivision introduces moderate-density single-family residential development that complements the existing residential character of the neighborhood. The area includes a variety of housing types—single-family, two-family, and multi-family dwellings—and the addition of three manufactured homes on separate lots will maintain this established residential form. The development aligns with the intent of the CMU district, which allows for residential uses integrated with pedestrian-oriented design.

(2) Will not result in an over-intensive use of land: The development proposes four residential lots on a 0.71-acre site, with lot sizes ranging from 0.17 to 0.19 acres, each with a single-family dwelling. These lot sizes significantly exceed the minimum lot size of 2,500 square feet required by the CMU zoning district. The layout allows for adequate yard areas, off-street parking, and stormwater infrastructure, avoiding overcrowding or overutilization of the site.

(3) Will not have a material adverse effect on community capital improvement programs: Limited public infrastructure is proposed as part of the development and memorialized through a subdivision improvement agreement. The project utilizes existing public streets (S. Elbert and E. Poplar Streets) and relies on available, mainline utility connections. The shared maintenance agreement for the stormwater detention pond ensures that future upkeep does not burden the Town. As such, the development will not negatively impact capital improvement programs.

(4) Will not require a level of community facilities and services greater than is available: The modest addition of three new homes within the Town's core area can be served by existing infrastructure and services. The site is located within walking distance of parks, schools, and Main Street, and is accessible by public streets. Referral agencies—including police, fire, schools, and utility providers—did not express concerns about capacity. Therefore, the development will not require a level of service greater than is currently available.

(5) Will not result in undue traffic congestion or traffic hazards: The development proposes three additional homes, each with off-street parking via driveways and garages. The surrounding street network is already designed to accommodate moderate residential traffic, and the site is located on collector streets



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designed for higher capacity. With no new curb cuts or public roads required, the project will not cause undue congestion or traffic hazards.

(6) **Will not cause significant air, water or noise pollution:** The use is residential in nature and will not introduce commercial or industrial sources of pollution. Stormwater runoff will be managed through an on-site, full-spectrum detention pond, which mitigates potential downstream impacts. The residential use will not generate significant emissions or noise beyond typical levels for single-family homes.

(7) **Will be adequately landscaped, buffered and screened:** While the site plan will be finalized through the building permit process, the subdivision layout ensures adequate setbacks and yard areas. The stormwater pond will be fenced for safety and screened from neighboring properties. Future homes will be subject to design guidelines for architectural variation, garage placement, and landscaping that ensure aesthetic compatibility.

(8) **Will not otherwise be detrimental to the health, safety or welfare of present or future inhabitants of the Town.** The site is located outside of any floodplain or environmentally hazardous area. Public safety services reviewed the proposal and offered no objection. The development supports walkability, housing diversity, and safe access to services—furthering the health and welfare of current and future residents of Elizabeth.

(2) Minor Development Subdivision, Findings and Staff Recommendation:

Staff finds that the Minor Development Subdivision meets the substantive criteria for approval based on the review of the application in accordance with Section 16-3-70 of the Elizabeth Municipal Code (EMC) and the findings below:

1. Minor Development Classification

- The proposal qualifies as a Minor Development Subdivision, as it creates four (4) residential lots, each containing one principal use and direct access to a public street. No new streets or private roads are proposed as part of the development.

2. Conformance with Dimensional Standards

- Lot 4 contains an existing single-family dwelling and accessory structures that conform to the dimensional standards of the Commercial Mixed-Use (CMU) zoning district as outlined in [Insert Code Reference].
- Lots 1 through 3 are proposed for manufactured, single-family homes with either attached or detached garages. The subdivision plat reflects the CMU district standards, and all new structures will be located within the designated building envelopes.

3. Stormwater Management and Utility Access

- A detention pond is proposed at the southwest corner of the site to address stormwater runoff associated with the increased density. The pond will be fenced along the north and east boundaries for safety and will include a public drainage and utility easement. Ongoing maintenance responsibilities will be shared by the owners of Lots 1 through 3, with access retained by the Town for future maintenance if necessary.

4. Environmental and Service Considerations

- The site is not located within a floodplain or mapped wildlife habitat area. It is situated within close proximity to existing residential neighborhoods and the core of the Town, ensuring access to public services and infrastructure, including transportation, water, sewer, police and fire protection, schools, parks, and open space.

5. Subdivision Design and Integration



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- The proposed lot sizes and configurations are appropriate for the site's physical characteristics and intended use, and the subdivision is well-integrated into the existing street network, with direct frontage on S. Elbert Street and E. Poplar Street.
- 6. **Conformance with the Comprehensive Plan**
 - The project supports various housing goals and policies outlined in the Town of Elizabeth Comprehensive Plan, including the promotion of diverse and attainable housing options within walkable proximity to community amenities.
- 7. **Compliance with Design Standards**
 - The subdivision is found to be in substantial compliance with the Town's Design Standards for subdivisions as set forth in Section 16-3-110 of the EMC, including infrastructure design, lot layout, and drainage considerations.

Use Permitted by Special Review - Staff Recommendation: Based on the analysis above, staff believes that the application meets the criteria for Board of Trustees approval through Resolution 25R25 as set forth in Chapter 16-9-40 (e) of the Elizabeth Municipal Code. However, staff recommends that the Board of Trustees continue this public hearing to the September 9th meeting to allow the applicant to provide outstanding submittal requirements. The Planning Commission recommended approval by a vote of 4-0.

Minor Development Subdivision - Staff Recommendation: While the application meets the substantive criteria for approval, several required submittal items remain outstanding despite established deadlines, including: (1) an updated title policy demonstrating clear title with all liens properly released and recorded, (2) a revised plat with corrected drainage maintenance language to ensure consistency between general and drainage notes, and (3) a signed and notarized Subdivision Improvement Agreement incorporating all required revisions. Therefore, staff recommends that the Board of Trustees continue this public hearing to the September 9th meeting to allow the applicant time to provide these required documents. Upon receipt of the outstanding items, staff believes the application would meet the criteria for Board of Trustees approval through Resolution 25R26 as set forth in Chapter 16-3-70 (c)(9) of the Elizabeth Municipal Code. The Planning Commission recommended approval by a vote of 4-0.

Attachment(s)

Resolution 25R25

Resolution 25R26

Site Improvement Agreement

Exhibit A

Exhibit B

Exhibit C

RESOLUTION 25R25

A RESOLUTION MAKING FINDINGS OF FACT MEMORIALIZING THE BOARD OF TRUSTEES' DECISION TO GRANT A USE BY SPECIAL REVIEW FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, this matter was heard on August 12, 2025 upon the request for Use by Special Review in accordance with Article IX, Chapter 16 of the Town of Elizabeth's Municipal Code to permit single-family dwellings, located on said property, in the Commercial Mixed-Use (CMU) zoning district; and

WHEREAS, the Town of Elizabeth Board of Trustees, having heard the evidence presented at the public hearing and being fully advised in the premises, enters the following Findings of Fact, Conclusions and Order.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board makes the following Findings of Fact:

1. The Applicant, Michael Patterson of MBP Enterprises Inc. ("Applicant") submitted to the Town of Elizabeth a land use application requesting a Use by Special Review in accordance with the Municipal Code to allow single-family dwellings on the properties located at 350 S Elbert Street.
2. The Property is zoned CMU (Commercial Mixed-Use).
3. Article 1, Table 16-5 of the Elizabeth Municipal Code allows for single-family dwellings by special review in the CMU District.
4. Notice of the date, time and place of the public hearing based on the applicant request was published in accordance with the Elizabeth Municipal Code at least fifteen (15) days preceding the public hearing.
5. At the public hearing, testimony was presented for the application. The Planning Commission recommended approval by a vote of 4-0. At the conclusion of the public hearing, the Board of Trustees determined to approve based on these Findings of Fact, Conclusions, and Order.
6. The Board of Trustees finds and determines that approval of the Application does meet the following requirements pursuant to Section 16-9-20 of the Elizabeth Municipal Code based on the following factors:
 - a) Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
 - b) Will not result in an over-intensive use of land;
 - c) Will not have a material adverse effect on community capital improvement programs;
 - d) Will not require a level of community facilities and services greater than is available;
 - e) Will not result in undue traffic congestion or traffic hazards;

- f) Will not cause significant air, water or noise pollution;
- g) Will be adequately landscaped, buffered and screened; and
- h) Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Section 3. The Board therefore Orders that the application for a Use by Special Review in accordance with Article IX, Chapter 16, of the Elizabeth Municipal Code is GRANTED.

PASSED, APPROVED, and ADOPTED this 12th day of AUGUST 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

RESOLUTION 25R26

A RESOLUTION APPROVING A MINOR DEVELOPMENT SUBDIVISION FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, Michael Patterson of MBP Enterprises Inc. has submitted an application for a Minor Development Subdivision to subdivide the property located at 350 South Elbert Street into four (4) residential lots; and

WHEREAS, the application has been reviewed in accordance with Section 16-3-70 of the Elizabeth Municipal Code; and

WHEREAS, the Planning Commission recommended approval by a vote of 4-0; and

WHEREAS, the Board of Trustees finds that the subdivision meets all applicable requirements.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board finds that the Minor Development Subdivision meets the requirements of Section 16-3-70 of the Elizabeth Municipal Code.

Section 3. The Board hereby approves the Minor Development Subdivision for the property located at 350 South Elbert Street, creating four (4) residential lots as shown in the subdivision plat attached hereto as Exhibit A and incorporated herein by this reference.

Section 4. This approval is conditional upon: (a) the applicant providing an updated title commitment demonstrating clear and marketable title free of all liens and encumbrances to the Town within ten (10) days of this conditional approval; (b) satisfaction and release of all outstanding municipal liens totaling \$1,266.11 as shown in the title commitment prior to final plat recordation; and (c) compliance with all applicable building codes, design guidelines, and subdivision improvement agreements.

PASSED, APPROVED, and ADOPTED this 12th day of AUGUST 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Michelle M. Oeser, Town Clerk

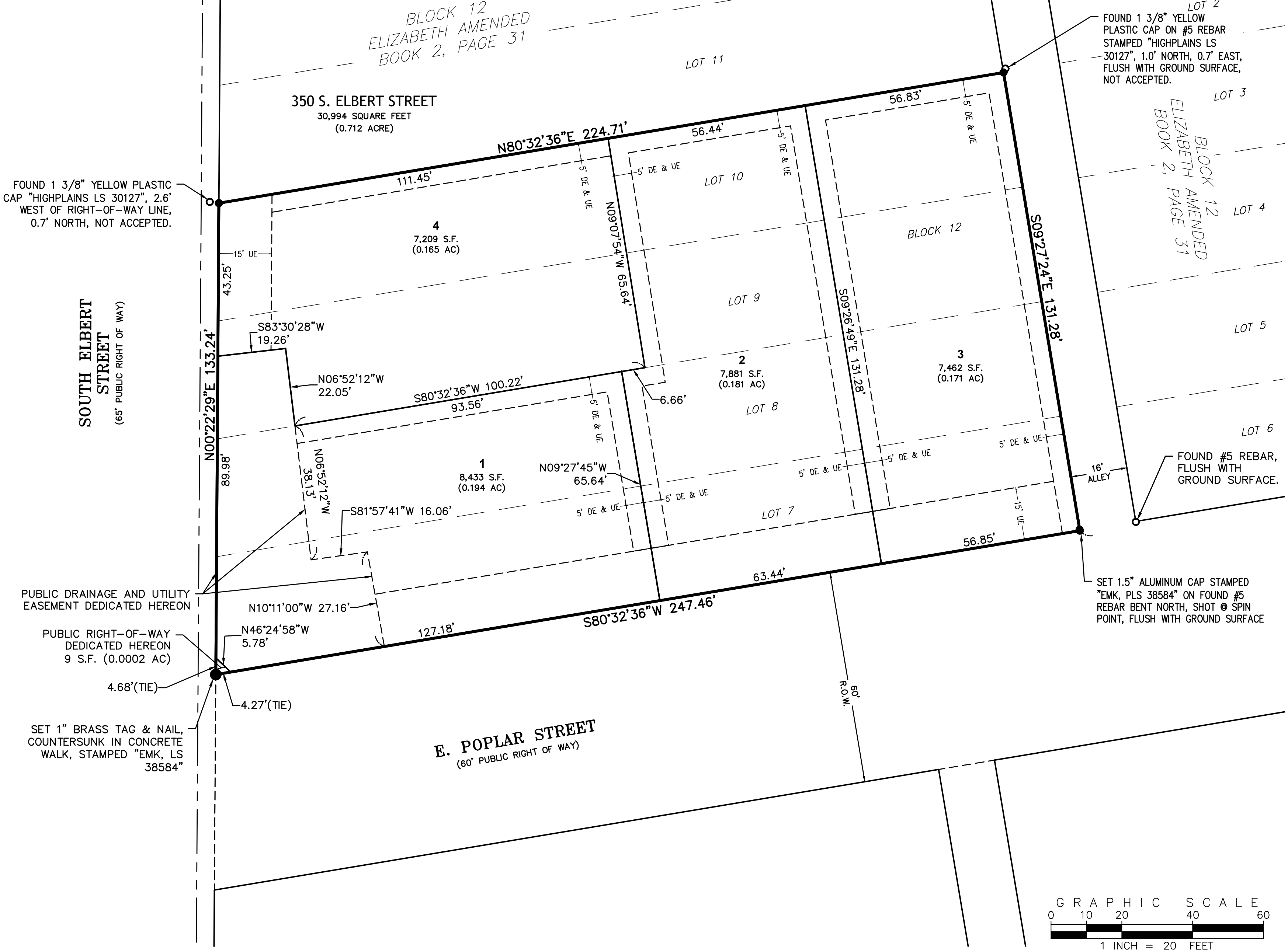
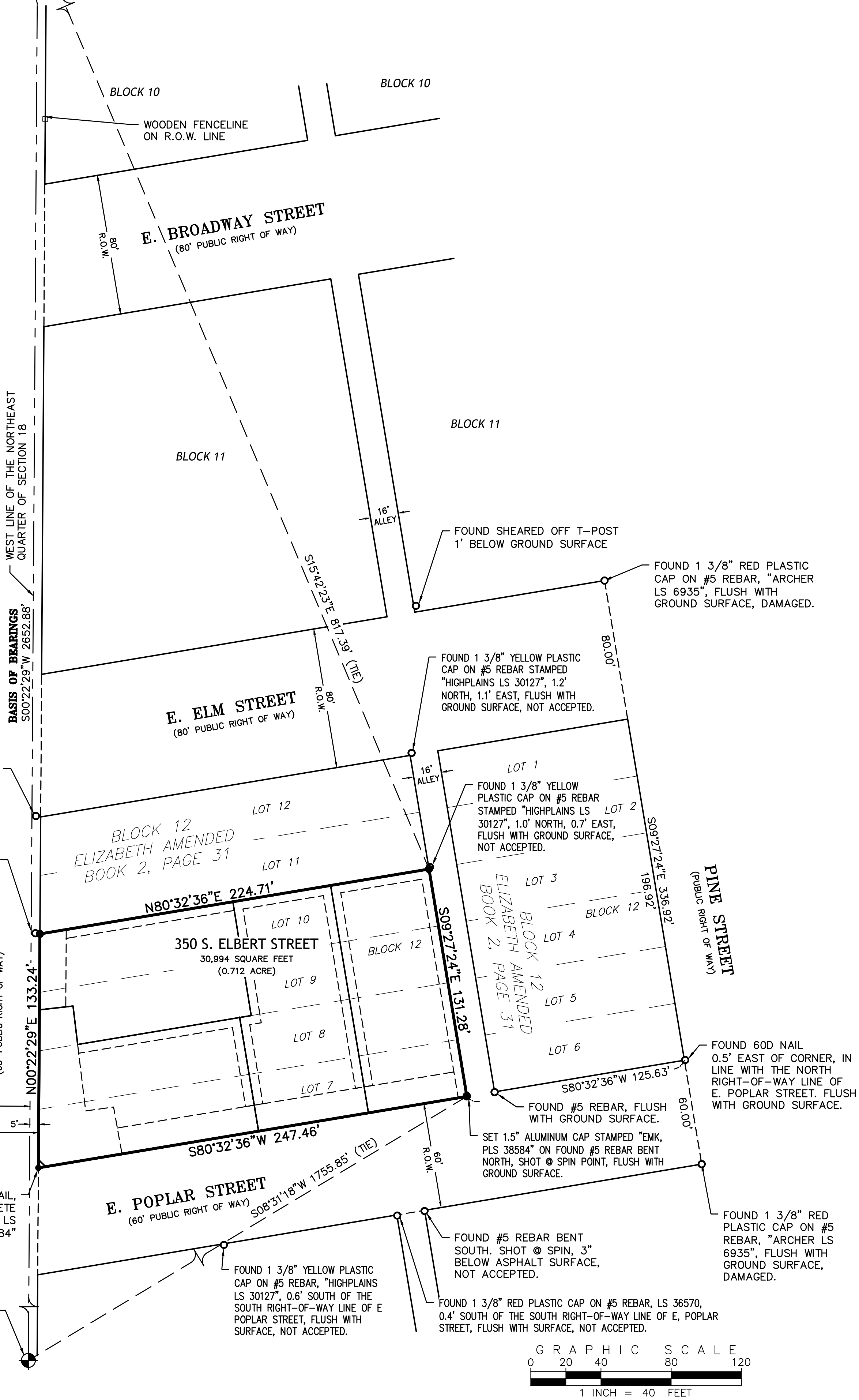
ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, 0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

NORTHEAST CORNER OF SECTION 18
FOUND 3.25" ALUMINUM CAP ON #6 REBAR, STAMPED "COLO DEPT OF TRANSPORTATION T8S R64W S7[S8+S18]S17 2001 LS 31548", IN RANGE BOX

NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 18
FOUND 3.25" ALUMINUM CAP ON #5 REBAR, STAMPED "COLO DEPT OF TRANSPORTATION T8S R64W 1/4 S7[S18 2001 LS 31548", IN RANGE BOX

N89°45'35"E 2642.35'
NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 18



NOTE:

IN JANUARY OF 2016, A SURVEY PLAT WAS PERFORMED AND CERTIFIED BY KEITH WESTFALL, PLS 30127. THE ONLY PROPERTY PIN WAS A #5 REBAR AT THE SOUTHEAST CORNER. THE SUBJECT PROPERTY WAS THEN MONUMENTED ON THE OTHER THREE CORNERS PER THAT SURVEY PLAT. HOWEVER, NO OTHER EXPLANATION OR EVIDENCE IS SHOWN AS TO THE RESOLUTION OF THE BOUNDARIES ON SAID SURVEY PLAT. THE NORTH AND SOUTH LINES EXCEED THE PLATTED DISTANCES BY 30-40 FEET. THE EAST LINE WAS SET PER RECORD DISTANCE, BUT THE SOUTH AND NORTH LINES WERE NOT.

ON FEBRUARY 21, 2022, AN IMPROVEMENT SURVEY PLAT WAS PERFORMED BY JOSEPH STICE III. THIS SURVEY PLAT ACCEPTED THE MONUMENTS SET AND THE REBAR FOUND BY THE PREVIOUS SURVEY, BUT FAILED TO GIVE AN EXPLANATION OR EVIDENCE AS TO WHY THE PROPERTY LINES ARE 30-40 FEET LONGER THAN PLATTED.

I GATHERED BOUNDARY EVIDENCE AND FOUND THAT THE PREVIOUS TWO SURVEYS WERE DEFICIENT IN EVIDENCE AND RESOLUTION. FURTHER INVESTIGATION SHOWS THAT THE NORTHWEST PROPERTY CORNER PIN LIES 2.6 FEET INTO THE RIGHT-OF-WAY OF SOUTH ELBERT STREET (AS DOES A SIMILAR MONUMENT FOUND NORTH OF IT). PLATS RECORDED TO THE WEST OF SOUTH ELBERT STREET NOTE A 5-FOOT RIGHT-OF-WAY EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND A 60-FOOT RIGHT-OF-WAY WEST OF SAID LINE. THIS IS ALSO SUBSTANTIATED BY THE ORIGINAL PLAT OF ELIZABETH, AMENDED THAT SHOWS A SMALL GAP BETWEEN THE ALIQUOT SECTION LINE AND THE BLOCKS, AS WELL AS FENCELINES SHOWN HEREON.

USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

LEGEND

- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- EXISTING LOT LINE
- PROPOSED EASEMENT
- PROPOSED LOT LINE
- LAND CORNER FOUND AS NOTED
- FOUND MONUMENT AS NOTED
- SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON 18" LONG #5 REBAR, UNLESS OTHERWISE NOTED

PREPARED BY



EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING & SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

ELBERT STREET SUBDIVISION

DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER

MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SUBDIVISION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Town of Elizabeth, Colorado, a statutory municipality (the "Town"), and MBP Enterprises Inc. (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Elizabeth known as Elbert Street Subdivision which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Board of Trustees and the Planning Commission of the Town of Elizabeth held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Elizabeth Subdivision Ordinance and Zoning Ordinance, any and all state statutes, and any other sections of the Elizabeth Municipal Code, and are not intended to supersede any requirements contained therein.

2. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one-hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Elbert County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

3. Specific Conditions. The Developer hereby agrees that:

a. Developer shall pay the amount of Six Thousand, Seven Hundred and Sixty One Dollars (\$6,761.00) within thirty (30) days of recording the final plat as satisfaction of Developer's open space requirement for the Property.

b. S Elbert Street, Developer shall construct vehicular access to E Poplar Street from the Property. Such vehicular access shall be constructed to Town of Elizabeth standards, and shall be located in a location generally centered between the individual lots to allow such vehicular access.

c. Developer shall construct a private stormwater detention pond in accordance with construction drawings approved by the Town, which pond shall control the release of developed stormwater runoff from all lots within the Property.

d. The Developer shall construct and dedicate in accordance with Section 10 of this Agreement, those Public Improvements more particularly described in **Exhibit C**, attached hereto and incorporated herein by this reference, including the construction of domestic water and wastewater mains to serve the Property in accordance with construction drawings approved by the Town; and

e. Developer shall dedicate within ten (10) days of approval of this Agreement the following:

i. The southwesterly corner of the Property, as laid out in the Subdivision Plat, free and clear of all liens and encumbrances, for the future widening and improvement of public sidewalk bordering S Elbert Street and E Poplar Street.

4. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is, or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and

encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.

5. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Board of Trustees shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

6. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for

scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

7. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

8. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 6 of this Agreement, including the inspections hereof, shall be performed on or before August 12, 2027, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify, with specificity, their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 10; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 2.a. and b. of this Agreement are paid in full by the Developer.

9. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

10. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the

Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the final plat and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

11. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's or the Developer's assignee's expense, with the performance guarantee described herein. The Town shall record the final plat in the real estate records of Elbert County, which recording shall occur upon written notice from the Developer of the scheduled closing with the entity that is posting the security. The performance guarantee shall be in the form of cash or an irrevocable letter of credit in which the Town is designated as beneficiary, in an amount equal to one hundred fifteen percent (115%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements (the "Performance Guarantee"). The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of a Performance Guarantee to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein, and the failure of the Developer to provide a Performance Guarantee to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D-1**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The cash shall be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D-2**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the Performance Guarantee.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended Performance Guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Performance Guarantee, the Town may exercise the remedies provided for in paragraph 5 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the

Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Performance Guarantee to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit, and either hold such funds as security for performance of this Agreement, or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Public Works Director, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period or, in the alternative, if the Performance Guarantee held by the Town is cash, the Town will reduce the cash amount to twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

12. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as the same are defined by the Elizabeth Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Elizabeth Municipal Code regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 11 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Elizabeth Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Public Works Department shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same development until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

13. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from, or on account of, any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

14. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

15. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

16. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents, or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

17. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

19. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto, that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

20. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

21. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

22. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Elizabeth
 Attn: Town Administrator
 PO Box 159
 151 S. Banner Street
 Elizabeth, Colorado 80107

With copy to: Corey Y. Hoffmann, Esq.
 Hoffmann, Parker, Wilson & Carberry, P.C.
 511 16th Street, Suite 610
 Denver, Colorado 80202

Notice to Developer: Brian Patterson
 MBP Enterprise, Inc.
 8888 Inspiration Drive
 Parker, CO 80138
 Brian@cashforhousescolorado.com

With Copies to:

23. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

24. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

25. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

26. Recording of Agreement. This Agreement shall be recorded in the real estate records of Elbert County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

27. Title and Authority. The Developer expressly warrants and represents to the Town that it is the recorded owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

Michelle Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER: MBP Enterprises, Inc

By: _____
Brian Patterson, Owner

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT D-1
FORM- IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Letter of Credit No.: [Type letter of credit number.]

Amount: [Type in aggregate amount.]

Issuance Date: [Type loc issuance date.]

Expiry Date: [Type loc expiration date.]

Name of Developer: [Type in name of
developer.]

Town of Elizabeth

[Address]

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$_____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as Exhibit 1 and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain *[type in "agreement" or "permit"]*, to secure the performance of the *[type in the name and date of the agreement, such as "Site Improvement Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project]* or *[for permit, type in the name of the project]*;

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer

My commission expires: _____ –

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

Date: _____

At sight, pay to the order of Town of Elizabeth _____
Dollars

(\$ _____), for value received and charge to the account of *[name of Developer]*.

Drawn under Letter of Credit No _____
[type letter of credit issuance date].

To: *[name of Issuing Bank]* _____, Town of Elizabeth, beneficiary,

[Address of Issuing Bank] _____

By: *[type Mayor or designee]*

EXHIBIT D-2

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20__, by and between the Town of Elizabeth, Colorado, a statutory _____ municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20__, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one-hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the financial guarantee. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 5 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 8 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements or as provided in Section 12 of the Subdivision Agreement. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Public Works Director or designee of the Town that the Application may be paid, partially paid, or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Public Works Director at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Elizabeth Municipal Code and the laws of the State of Colorado.

6. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. Governing law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Elbert County, Colorado.

10. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid,

to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Elizabeth
Attn: Town Administrator
151 S. Banner Street
Elizabeth, Colorado 80107

With a copy to: Corey Y. Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

Notice to Developer: _____

With a copy to: _____

11. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF ELIZABETH, COLORADO

By: _____
Angela Ternus, Mayor

ATTEST:

Michelle Oeser, Town Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, Town Attorney

DEVELOPER: MBP Enterprises, Inc

By: _____
[*Brian Patterson*]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

CVFG@GR ?

Jmrq 5* 6* 7 _lb / . * _jj gl @jmai / 0* Cjgx_`crf ? kclbcb\* \_jqm am k kmljw i lmul \_q rfc Rmul md Cjgx\_`crf
? kclbcb* Ams lrw md Cj`cpr* Qr_rc md Amjmp_bm,

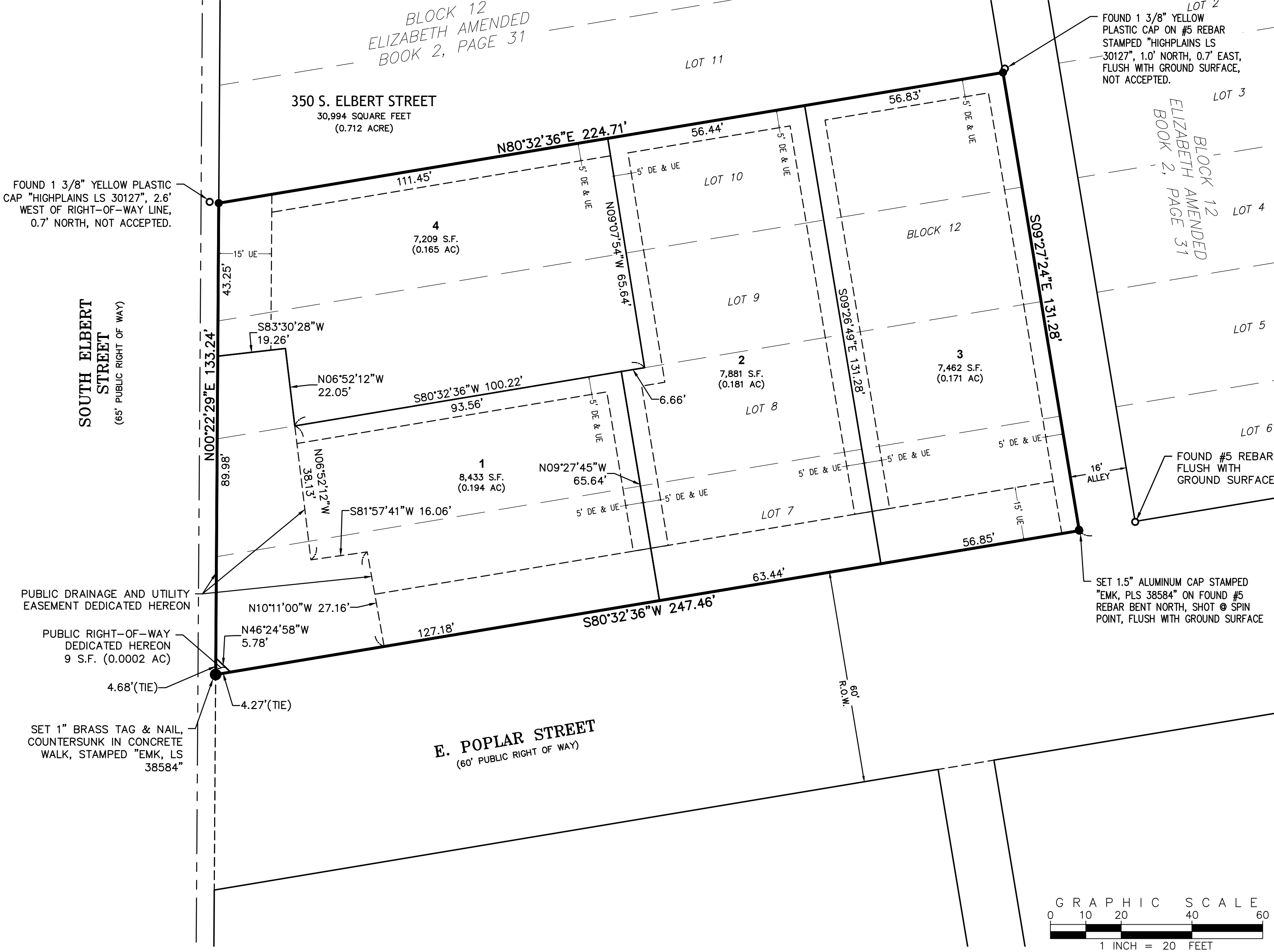
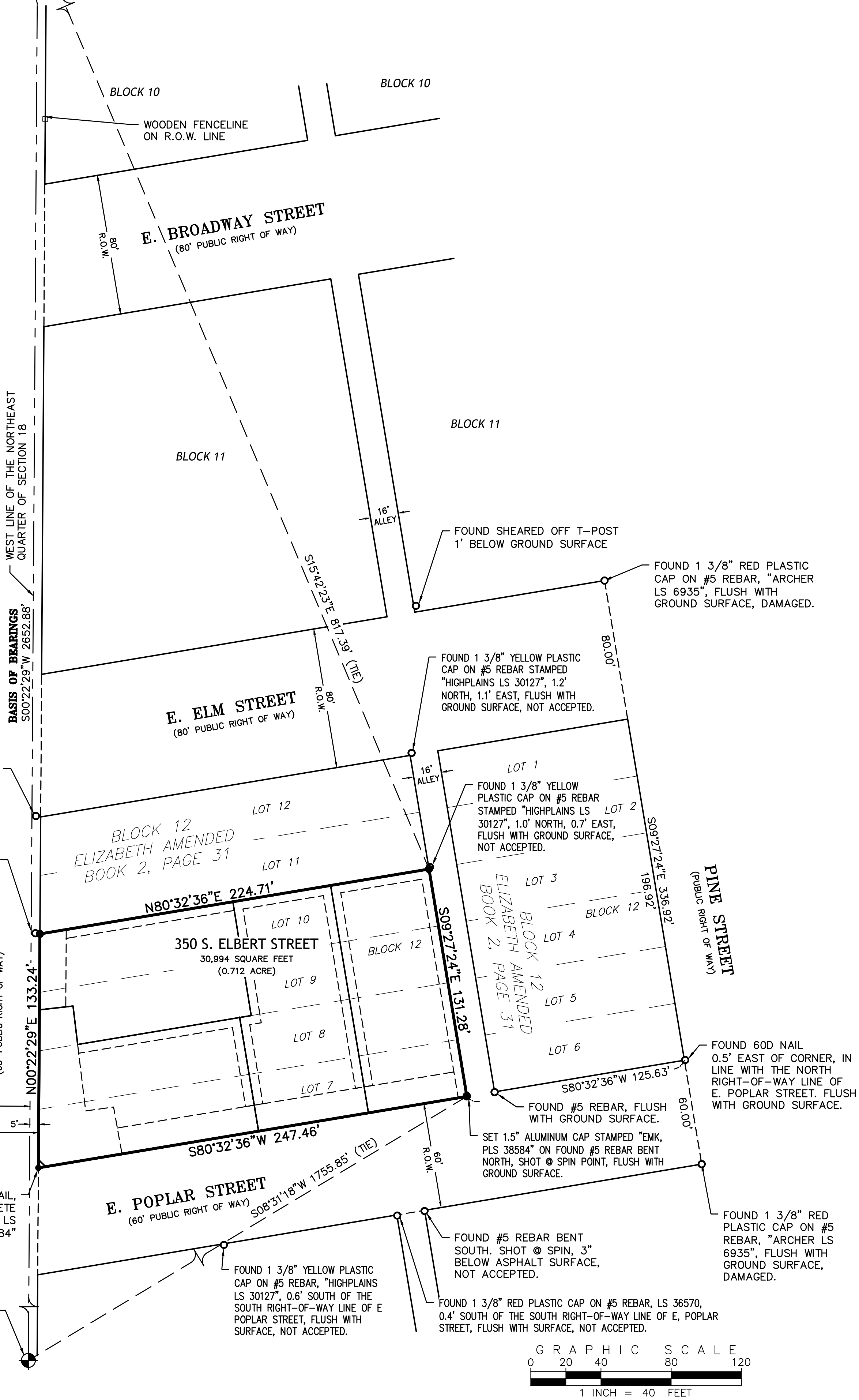
ELBERT STREET SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED, LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO, 0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

NORTHEAST CORNER OF SECTION 18
FOUND 3.25" ALUMINUM CAP ON #6 REBAR, STAMPED "COLO DEPT OF TRANSPORTATION T8S R64W S7[S8+S18]S17 2001 LS 31548", IN RANGE BOX

NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 18
FOUND 3.25" ALUMINUM CAP ON #5 REBAR, STAMPED "COLO DEPT OF TRANSPORTATION T8S R64W 1/4 S7[S18 2001 LS 31548", IN RANGE BOX

N89°45'35"E 2642.35'
NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 18



NOTE:

IN JANUARY OF 2016, A SURVEY PLAT WAS PERFORMED AND CERTIFIED BY KEITH WESTFALL, PLS 30127. THE ONLY PROPERTY PIN WAS A #5 REBAR AT THE SOUTHEAST CORNER. THE SUBJECT PROPERTY WAS THEN MONUMENTED ON THE OTHER THREE CORNERS PER THAT SURVEY PLAT. HOWEVER, NO OTHER EXPLANATION OR EVIDENCE IS SHOWN AS TO THE RESOLUTION OF THE BOUNDARIES ON SAID SURVEY PLAT. THE NORTH AND SOUTH LINES EXCEED THE PLATTED DISTANCES BY 30-40 FEET. THE EAST LINE WAS SET PER RECORD DISTANCE, BUT THE SOUTH AND NORTH LINES WERE NOT.

ON FEBRUARY 21, 2022, AN IMPROVEMENT SURVEY PLAT WAS PERFORMED BY JOSEPH STICE III. THIS SURVEY PLAT ACCEPTED THE MONUMENTS SET AND THE REBAR FOUND BY THE PREVIOUS SURVEY, BUT FAILED TO GIVE AN EXPLANATION OR EVIDENCE AS TO WHY THE PROPERTY LINES ARE 30-40 FEET LONGER THAN PLATTED.

I GATHERED BOUNDARY EVIDENCE AND FOUND THAT THE PREVIOUS TWO SURVEYS WERE DEFICIENT IN EVIDENCE AND RESOLUTION. FURTHER INVESTIGATION SHOWS THAT THE NORTHWEST PROPERTY CORNER PIN LIES 2.6 FEET INTO THE RIGHT-OF-WAY OF SOUTH ELBERT STREET (AS DOES A SIMILAR MONUMENT FOUND NORTH OF IT). PLATS RECORDED TO THE WEST OF SOUTH ELBERT STREET NOTE A 5-FOOT RIGHT-OF-WAY EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND A 60-FOOT RIGHT-OF-WAY WEST OF SAID LINE. THIS IS ALSO SUBSTANTIATED BY THE ORIGINAL PLAT OF ELIZABETH, AMENDED THAT SHOWS A SMALL GAP BETWEEN THE ALIQUOT SECTION LINE AND THE BLOCKS, AS WELL AS FENCELINES SHOWN HEREON.

USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

LEGEND

- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- EXISTING LOT LINE
- PROPOSED EASEMENT
- PROPOSED LOT LINE
- LAND CORNER FOUND AS NOTED
- FOUND MONUMENT AS NOTED
- SET 1.5" ALUMINUM CAP STAMPED "EMK, PLS 38584" ON 18" LONG #5 REBAR, UNLESS OTHERWISE NOTED

PREPARED BY

EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING & SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

JOB NO. 13362
ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER
MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 2 OF 2

EXHIBIT C

ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING					
PROJECT NAME:		350 Elbert Street			
DATE	8/7/2025	BY	ERIC BURTZLAFF, PE		
PUBLIC IMPROVEMENTS					
ITEM		QUANTITY	UNIT	UNIT COST	COST
IMPROVEMENTS					
Asphalt Patching/Pavement		720	SY	\$50	\$36,000
Concrete Paving		303	SY	\$100	\$30,300
6" Curb , Gutter		114	LF	\$36	\$4,104
Sidewalk (5.5' Width)		70	SY	\$42	\$2,940
20' Curb Cut		3	EA	\$5,000	\$15,000
SEWER					
48" Sewer Manhole		3.0	EA	\$4,250	\$12,750
6" PVC Sewer Main		246	LF	\$77	\$18,819
WATER					
Fire Hydrant		1.0	EA	\$3,500	\$3,500
6" PVC Water Main		256	LF	\$49	\$12,544
6" Fire Hydrant Lateral (C900 PVC)		23	LF	\$50	\$1,150
6" Gate Valve		1	EA	\$275	\$275
STORM/DRAINAGE					
12" Class IV RCP Storm Pipe		72	LF	\$26	\$1,879
		PUBLIC RIGHT OF WAY IMPROVEMENTS COST:			\$139,261
		15% CONTINGENCY:			\$20,889
		TOTAL COST:			\$160,150

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

ENGINEER'S ESTIMATE OF COST - RAPTOR CIVIL ENGINEERING					
PROJECT NAME:		350 Elbert Street			
DATE	8/7/2025	BY	ERIC BURTZLAFF, PE		
PUBLIC IMPROVEMENTS - LANDSCAPE					
ITEM		QUANTITY	UNIT	UNIT COST	COST
IMPROVEMENTS					
Seeding for 8' Tree Lawn		0.049	ACRE	\$6,000	\$292
		LANDSCAPE IMPROVEMENTS COST:			\$292
		15% CONTINGENCY:			\$44
		TOTAL COST:			\$335

NOTE: All costs shown hereon shall be reviewed by a licensed contractor for formal bid. This estimate is for informational purposes only and not intended to be a bid

EXHIBIT A: APPLICANT SUBMITTAL

SUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

ELIZABETH

W. KOMA AVE.

W. ELM ST.

BEVERLY ST.

S. ELIZABETH ST.

S. PINE ROCK ST.

S. FEDERAL ST.

S. PROCTOR ST.

S. MAPLE ST.

S. CHESTNUT ST.

S. WALNUT ST.

S. SPRUCE ST.

S. ELM ST.

S. POPLAR ST.

S. OAK ST.

S. BIRCH ST.

RD. 13

RD. 136

PROJECT LOCATION

<u>SHEET INDEX</u>	
1	COVER SHEET
2	MAP SHEET

BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, WHICH IS ASSUMED TO BEAR SOUTH 00°22'29" WEST, A DISTANCE OF 2,652.88 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER TO THE CENTER OF SAID SECTION, MONUMENTED AS SHOWN HEREON.

1. FIRST INTEGRITY TITLE COMPANY, COMMITMENT NO.: 103-2504462-T, EFFECTIVE DATE: MARCH 17, 2025, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT.
3. GRADES WITHIN THE PUBLIC DRAINAGE AND UTILITY ESMT. SHALL NOT BE ALTERED WITHOUT APPROVAL FROM THE TOWN OF ELIZABETH. FENCES WILL NOT BE ALLOWED TO CROSS THIS EASEMENT, EXCEPT ALONG THE EXTERIOR PERIMETER OF THIS SUBDIVISION. THIS EASEMENT ALLOWS FOR THE ACCESS OF ANY LOT OWNER, TO ANY LOCATION WITHIN SAID EASEMENT, FOR THE PURPOSE OF PROVIDING MAINTENANCE AND UPKEEP TO THE DRAINAGE FACILITIES. THE PROPER OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES WITHIN THIS EASEMENT WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE DRAINAGE OUTLET STRUCTURE, WATER QUALITY GRADE, DISCHARGE PIPE, GRASS SWALE, SPILLWAY, SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS, REGARDLESS OF THE LOCATION OF SAID DRAINAGE FACILITIES WITHIN THE EASEMENT. THE TOWN OF ELIZABETH RESERVES THE RIGHT TO ENTER THIS EASEMENT AT ANY LOCATION, AND AT ANY TIME, IN THE EVENT THAT THE OPERATION, MAINTENANCE AND UPKEEP OF THE DRAINAGE FACILITIES HAS NOT BEEN PROVIDED. THE COST OF THE TOWN OF ELIZABETH'S MAINTENANCE SHALL BE THE RESPONSIBILITY OF ALL LOT OWNERS.

1. THE DETENTION POND LOCATED ON LOT 1 TO BE UTILIZED FOR MANAGEMENT OF STORMWATER RUNOFF FROM LOTS 1, 2, AND 3.
2. THE DETENTION POND WILL BE MAINTAINED BY THE OWNER OF LOTS 1, 2, AND 3.

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A RESUBDIVISION OF LOTS 7 THROUGH 10, INCLUSIVE, BLOCK 12, ELIZABETH AMENDED,
LYING IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH,
RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ELIZABETH, COUNTY OF ELBERT, STATE OF COLORADO,
0.712 ACRE, 4 SINGLE FAMILY RESIDENTIAL LOTS, AND 0 TRACTS.

NORTHEAST CORNER OF SECTION 18
FOUND 3.25" ALUMINUM CAP ON #6 REBAR, STAMPED "COLO
DEPT OF TRANSPORTATION T8S R64W S7|S8+S18|S17 2001 LS
31548", IN RANGE BOX



IN JANUARY OF 2016, A SURVEY PLAT WAS PERFORMED AND CERTIFIED BY KEITH WESTFALL, PLS 30127. THE ONLY PROPERTY PIN WAS A #5 REBAR AT THE SOUTHEAST CORNER. THE SUBJECT PROPERTY WAS THEN MONUMENTED ON THE OTHER THREE CORNERS PER THAT SURVEY PLAT. HOWEVER, NO OTHER EXPLANATION OR EVIDENCE IS SHOWN AS TO THE RESOLUTION OF THE BOUNDARIES ON SAID SURVEY PLAT. THE NORTH AND SOUTH LINES EXCEED THE PLATTED DISTANCES BY 30-40 FEET. THE EAST LINE WAS SET PER RECORD DISTANCE, BUT THE SOUTH AND NORTH LINES WERE NOT.

ON FEBRUARY 21, 2022, AN IMPROVEMENT SURVEY PLAT WAS PERFORMED BY JOSEPH STICE III. THIS SURVEY PLAT ACCEPTED THE MONUMENTS SET AND THE REBAR FOUND BY THE PREVIOUS SURVEY, BUT FAILED TO GIVE AN EXPLANATION OR EVIDENCE AS TO WHY THE PROPERTY LINES ARE 30-40 FEET LONGER THAN PLATTED.

I GATHERED BOUNDARY EVIDENCE AND FOUND THAT THE PREVIOUS TWO SURVEYS WERE DEFICIENT IN EVIDENCE AND RESOLUTION. FURTHER INVESTIGATION SHOWS THAT THE NORTHWEST PORTION CORNER PIN LIES 2.6 FEET WEST OF THE SOUTH SIDE OF THE STREET (ABOUT AS FAR AS THE SIMILAR MONUMENT FOUND NORTH OF IT). PLATS RECORDED TO THE WEST OF SOUTH ELBERT STREET NOTE A 5-FOOT RIGHT-OF-WAY EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 18, AND A 60-FOOT RIGHT-OF-WAY WEST OF SAID LINE. THIS IS ALSO SUBSTANTIATED BY THE ORIGINAL PLAT OF ELIZABETH, WHICH INDICATES THE BOUNDARY BETWEEN THE 60-FOOT SECTION LINE AND THE BLOCKS, AS WELL AS FENCELINES SHOWN HEREON.

USING OLDER MONUMENTATION ALONG PINE STREET AND E. POPLAR STREET, TOGETHER WITH THE CORRECT RIGHT-OF-WAY DELINEATED, THE BOUNDARY IS RESOLVED HEREON.

LEGEND

DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
— — — —	EXISTING LOT LINE
- - - - -	PROPOSED EASEMENT
— — — — —	PROPOSED LOT LINE
	LAND CORNER FOUND
	FOUND MONUMENT
	SET 1.5" ALUMINUM PIN
	PLS 38584" ON
	UNI FSS, OTHERWISE

PREPARED BY



EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING & SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

ELBERT STREET SUBDIVISION
DATE PREPARED: JUNE, 2025

APPLICANT/DEVELOPER

MBP ENTERPRISES, INC.
98 INVERNESS DR. EAST
SUITE 330 ENGLEWOOD, COLORADO 80112
ATTN: BRIAN PATTERSON

SHEET 2 OF 2



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 05/11/22

NAME OF PROJECT: 350 Elbert st. Minor Subdivision

NAME OF APPLICANT: Michael B. Patterson / MBP Enterprises inc.

ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 350 Elbert st. Elizabeth CO. 80107.

SECTION: 18 TOWNSHIP: 8 RANG E: 64SUBDIVISION: ELIZABETH A MENDED BLOCK: 12 LOT: 7 AND:- LOT: 8 AND:- LOT: 9 AND:- LOT: 10

Please check the appropriate item(s):

☐ REZONE

☐ PUD (planned unit development)

☐ VARIANCE

☐ SITE PLAN

☐ PLAT

☐ MINOR PLAT/REPLAT

☐ SUBDIVISION

☐ OTHER

☐ USE BY SPECIAL REVIEW

☐ ANNEXATION

☒ MINOR SUBDIVISION

PRESENT ZONING: CMU

AREA IN ACRES: 0.62

PROPOSED ZONING: SFD

PRESENT USE:

PROPOSED # OF LOTS (if applicable): 4

PROPOSED GROSS FLOOR AREA (if applicable): ~5,500sqft

*PROPERTY OWNER

NAME: MBP Enterprises Inc.

ADDRESS: 8888 Inspiration Dr.
Parker, CO. 80138

TELEPHONE #: 303-829-6001

EMAIL:

SIGNATURE OF OWNER

SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: Michael B. Patterson

ADDRESS: 8888 Inspiration Dr.
Parker, CO. 80138

TELEPHONE #: 303-829-6001

EMAIL: brian@cashforhousescolorado.com

SIGNATURE OF APPLICANT

SIGNATURE OF APPLICANT

*OWNERS SIGNATURE NEEDS TO BE NOTARIZED

Subscribed and sworn to be before me this 11TH day of MAY, 2022.

My commission expires

11/08/2023

Notary

HENRY ORDONEZ PASILLAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194042622
MY COMMISSION EXPIRES 11/08/2023

PO Box 159, 151 S. Banner Street • Elizabeth, Colorado 80107 • (303) 646-4166 • Fax: (303) 646-9434 • www.townofelizabeth.org



August 18th, 2023

TO:

Town of Elizabeth

Project Overview Letter

The proposed project at 350 Elbert Street proposes to subdivide the existing property into (4) separate lots.

The existing structure and drive will remain as (1) lot.

The (3) empty lots are proposed to have prefabricated homes and garages placed on them, each with individual drives.

The site will mitigate all increased flows and runoff with an onsite above ground extended detention basin, which will outfall at the same rate of existing flows into the existing storm infrastructure.

The following construction activities will occur:

- Clearing of lot for proposed structures and construction
- Excavation to install new water, sewer and storm infrastructure.
- New electrical service to proposed buildings
- Construction/placement of prefabricated structures
- Landscaping

Narrative for Use-by-Special Review

The Elbert Street Subdivision proposes to create 4 new lots, with 4 residential units – 1 existing and 3 proposed. This proposal is in accordance with Sec. 16-9-20 – Criteria for approval as displayed below:

- (1) This proposal will be in harmony and compatible with the character of the surrounding areas and neighborhood, as it is all residential and proposing new residential units.
- (2) Will not result in an over-intensive use of land, as the only additional structures will be single family homes.
- (3) Will not have a material adverse effect on community capital improvement programs, as the improved sidewalks on both Elbert St and E Poplar St are to remain.
- (4) Will not require a level of community facilities and services greater than is available, since there are only 3 new proposed single family homes.
- (5) Will not result in undue traffic congestion or traffic hazards, since the number of new residents will not be significantly increasing with this development.
- (6) Will not cause significant air, water, or noise pollution with the small number of homes.
- (7) Will be adequately landscaped, buffered, and screened in accordance with all Town of Elizabeth standards.
- (8) Will not be otherwise detrimental to the health, safety or welfare of present or future inhabitants of the Town, but rather improve these with the addition of new residents to the area.

The Elbert Street Subdivision will create a small number of homes, which will bring new sources of residents and revenue to a residential area.



September 9th, 2023

TO:

Town of Elizabeth

Alphabetical List of Adjacent Property Owners

- Davis, Kristine K
- Gould, Jeffery
- Woods, Floyd

Attachment 1

ELIZABETH FIRE PROTECTION DISTRICT
EMERGENCY SERVICES IMPACT FEE SCHEDULE

* Fee rate determined based on the year of building permit issuance

Effective January 1, 2017

Residential Units		Commercial Units	
<u>Unit Type</u>	<u>Fee Per Housing Unit</u>	<u>Land Use Type</u>	<u>Fee Per 1000 Square Foot of Floor Area</u>
Single Unit	\$858.20	Commercial	\$425.60

Effective January 1, 2018

Residential Units		Commercial Units	
<u>Unit Type</u>	<u>Fee Per Housing Unit</u>	<u>Land Use Type</u>	<u>Fee Per 1000 Square Foot of Floor Area</u>
Single Unit	\$1042.10	Commercial	\$516.80

Effective January 1, 2019

Residential Units		Commercial Units	
<u>Unit Type</u>	<u>Fee Per Housing Unit</u>	<u>Land Use Type</u>	<u>Fee Per 1000 Square Foot of Floor Area</u>
Single Unit	\$1226	Commercial	\$608

Attachment 2

ELIZABETH FIRE PROTECTION DISTRICT
IMPACT FEE FORM

Developer Information			
Development Company	MBP Enterprise	State of Incorporation	
Address	8888 Inspiration Drive Parker, CO 80138		
Telephone	303-829-6001	Fax	
Contact Person			
Name	Michael Patterson	Title	
Telephone	303-829-6001	Cell Phone	
Email Address	brian@cashforhousescolorado.com		
Development Information			
Name of Development	350 Elbert Street	Location (Address or Cross Streets)	
Residential Units		Commercial Square Footage	
2017 Single Unit at time of building permit (\$858.20 per unit)		2017 Commercial at time of building permit (\$425.60 per 1000 square foot)	
2018 Single Unit at time of building permit (\$1042.10 per unit)		2018 Commercial at time of building permit (\$516.80 per 1000 square foot)	
2019 Single Unit at time of building permit (\$1226 per unit)	2 x \$1,226.00 = \$2452.00	2019 Commercial at time of building permit (\$608 per 1000 square foot)	
Impact Fee			
Check one: ☐ No impact fee owed <u>or</u> ☒ Impact fee owed			
If applicable: ☒ An in-kind contribution will be made in lieu of paying an impact fee. Description of the in-kind contribution (attach additional information):			

The developer and the Elizabeth Fire Protection District ("***District***") hereby attest that they conferred regarding whether, under the District's applicable Impact Fee Schedule: (a) an impact fee is owed in connection with the developer's proposed new development; (b) if owed, the amount of the impact fee; and, (c) whether the developer will make an in-kind contribution to the District instead of paying an impact fee.

The developer must submit this signed Impact Fee Form with the other documentation required by the Town of Elizabeth ("***Town***") as part of its development permit application process. If the Town denies the application, the developer is not required to pay the impact fee or make an in-kind contribution to the District. If the Town grants the application and issues a development permit, the developer must pay the impact fee or make the in-kind contribution to the District prior to the issuance of any building permit.

DEVELOPER:

MBP Enterprises inc.
By: Michael B. Patterson

Date: 8/15/2023

ELIZABETH FIRE PROTECTION DISTRICT:

By: Kara Gerczynski

Date: 11/28/2022

Attachment 2

FOR DISTRICT USE ONLY:

Impact fee in the amount of \$_____ paid on _____, 20_____

or

In-kind contribution of (briefly describe) _____
made on _____, 20_____

District Signature: _____ Date: _____

Printed Name: _____

SPECIAL WARRANTY DEED

THIS DEED, is dated this 22nd day of December, 2021, and is made between (whether one, or more than one).

Weaver 350, LLC

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

MBP Enterprises, Inc.

(whether one, or more than one), the "Grantee",

whose legal address is 350 South Elbert St, Elizabeth, CO 80107 of the said County of Elbert and State of Colorado

State Doc Fee: \$41.58
Recording Fee: \$10.00

WITNESS, that the Grantor, for and in consideration of the sum of (\$415,750.00) Four Hundred Fifteen Thousand Seven Hundred Fifty Dollars and No Cents, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property together with any improvements thereon located in the County of Elbert and State of Colorado described as follows:

Lots 7, 8, 9 and 10, all in Block 12, Elizabeth Amended, also commonly known as the Town of Elizabeth Amended, County of Elbert, State of Colorado.

also known by street and number as: 350 South Elbert St., Elizabeth, CO 80107

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

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

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

Weaver 350, LLC

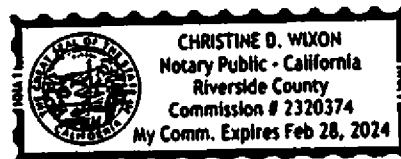
Curtis Weaver
By Curtis Weaver Member OF THE WEAVER 350, LLC

State of California
County of RIVERSIDE

The foregoing instrument was acknowledged before me this 20th day of DECEMBER, 2021 by Curtis Weaver Member of the Weaver 350, LLC.

Witness my hand and official seal.

Christine D. Wixon
Notary Public: CHRISTINE D. WIXON
My commission expires: FEB. 28, 2024





TITLE DEPARTMENT – DELIVERY TRANSMITTAL

Closing Location:

4610 S. Ulster Street, Suite 100
Denver, CO 80237
Phone: (303)209-0312 Fax: (303)648-4238

Order No.: 103-2410842-T
Property Address: 350 South Elbert Street, Elizabeth, CO 80107
Buyer(s)/Borrower(s): TBD
Seller(s): MBP Enterprises, Inc., a Colorado Corporation

BUYER/BORROWER

TBD
Delivered Via Agent

SELLER

MBP Enterprises, Inc., a Colorado Corporation
Delivered Via Email

Above is a list of clients to whom the attached materials have been delivered. First Integrity Title Company has several office locations in which to serve you. The location noted on the commitment may not be your closing location. Please contact the closer below to confirm the closing destination as well as any inquiries or questions you may have. We sincerely thank you for your business and look forward to serving you.

Escrow Team:

Dawn Alexander
E-Mail Address: Dawn@firstintegritytitle.com
Phone: (303) 209-0332
4610 S. Ulster Street, Suite 100
Denver, CO 80237

Teresa Cain
E-Mail Address: Teresa@firstintegritytitle.com
Phone: (303) 209-0306
4610 S. Ulster Street, Suite 100
Denver, CO 80237

WIRE INSTRUCTIONS:

Bank Name: Bank of Colorado
Bank Address: 1601 19th Street, Suite 130, Denver, CO 80201
ABA NO.: 107002448
ACCOUNT: 2001145558
CREDIT: First Integrity Title Company
REFERENCE: 103-2410842-T

All Cashier's Checks must be payable to:
First Integrity Title Company



ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

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

THE 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, Chicago Title Insurance Company, (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 90 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

First Integrity Title Company

Virginia Banks

Virginia Banks

CHICAGO TITLE INSURANCE COMPANY



By:

James R. P. L.

ATTEST

President

[Signature]

Secretary

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

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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.
- 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 \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issuing Agent: **First Integrity Title Company**
Loan ID No.:
Commitment No.: 103-2410842-T
Property Address: 350 South Elbert Street, Elizabeth, CO 80107

SCHEDULE A

1. Commitment Date: **July 15, 2024**
2. Policy to be issued: **Premium**
 - a. ALTA Owners Policy (07/01/2021) **\$0.00**
Proposed Insured: TBD
Proposed Amount of Insurance: \$0.00
The estate or interest to be insured: Fee Simple

Endorsements:

Additional Title Charges:

- Informational Commitment **\$550.00**
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:
[MBP Enterprises, Inc., a Colorado Corporation](#)
 5. The Land is described as follows:
SEE SCHEDULE C ATTACHED HERETO

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



103-2410842-T

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. Pay the agreed amount for the Informational Title Commitment.

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



103-2410842-T

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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights, interest or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. COVENANTS, TERMS, CONDITIONS, PROVISIONS, EASEMENTS, AGREEMENTS, STIPULATIONS, NOTES, BURDENS, OBLIGATIONS, RESTRICTIONS, RIGHTS OF WAY, LIEN RIGHTS (IF ANY) AND ANY/OR ALL AMENDMENTS THERETO, WHICH DO NOT INCLUDE A FORFEITURE OR REVERTER CLAUSE, SET FORTH ON THE PLAT OF ELIZABETH AMENDED RECORDED AUGUST 31, 1888 IN [BOOK 2 AT PAGE 31](#)
10. DEED OF TRUST FROM MBP ENTERPRISES, INC. TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE BENEFIT OF CURTIS R. WEAVER TO SECURE AN INDEBTEDNESS IN THE PRINCIPAL SUM OF \$350,750.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY, DATED DECEMBER 22, 2021 AND RECORDED ON DECEMBER 23, 2021 AT RECEPTION NO. [615402](#) IN BOOK 823 PAGE 829
11. STATEMENT OF LIEN CLAIMED BY THE TOWN OF ELIZABETH, COLORADO, A COLORADO MUNICIPAL CORPORATION IN THE AMOUNT OF \$150.12 RECORDED ON JANUARY 26, 2023 AT RECEPTION NO. [624838](#) IN BOOK 833 PAGE 113.

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



103-2410842-T

12. STATEMENT OF LIEN CLAIMED BY THE TOWN OF ELIZABETH, COLORADO, A COLORADO MUNICIPAL CORPORATION IN THE AMOUNT OF \$187.88 RECORDED ON APRIL 18, 2023 AT RECEPTION NO. [626266](#) IN BOOK 384 PAGE 527.
13. STATEMENT OF LIEN CLAIMED BY THE TOWN OF ELIZABETH, COLORADO, A COLORADO MUNICIPAL CORPORATION IN THE AMOUNT OF \$215.70 RECORDED ON AUGUST 3, 2023 AT RECEPTION NO. [628538](#) IN BOOK 838 PAGE 117.
14. STATEMENT OF LIEN CLAIMED BY THE TOWN OF ELIZABETH, COLORADO, A COLORADO MUNICIPAL CORPORATION IN THE AMOUNT OF \$334.32 RECORDED ON NOVEMBER 29, 2023 AT RECEPTION NO. [630673](#) IN BOOK 840 PAGE 206
15. STATEMENT OF LIEN CLAIMED BY THE TOWN OF ELIZABETH, COLORADO, A COLORADO MUNICIPAL CORPORATION IN THE AMOUNT OF \$553.50 RECORDED ON JUNE 25, 2024 AT RECEPTION NO. [635632](#) IN BOOK 844 PAGE 897

End of Schedule B, Part II

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



103-2410842-T

SCHEDULE C (Exhibit A)

The Land referred to is described as follows:

Lots 7, 8, 9 and 10, all in Block 12, Elizabeth Amended, also commonly known as the Town of Elizabeth Amended, County of Elbert, State of Colorado.

For information purposes only: 350 South Elbert Street, Elizabeth, CO 80107
APN/Parcel ID: 8418113003

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



103-2410842-T

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to 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 nonaffiliated third party service providers 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

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

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If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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.

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For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

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By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

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

First Integrity Title Company

PRIVACY POLICY

Committed to Protecting Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, **First Integrity Title Company** has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- b. Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- c. Information about your transactions with us, our agents, or others; and
- d. Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for giving us the opportunity to provide your closing and settlement services.

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 Owner's Policy of Title Insurance and is responsible for the recording and The Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 1 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 Materialmen's Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers".
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to the requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers' legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - 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, 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.

EXHIBIT B: REFERRAL AGENCY COMMENT APPROVALS

From: [Brooks Kaufman](#)
To: [Nolan Stuart](#); [Travis Reynolds](#)
Cc: [Erica Engelhard](#); [Josue Loma](#); [Michael Patterson](#); [tvodopich@liveyourcore.com](#); [Kara Gerczynski](#); [Alexandra Cramer](#); ["Michael DeVol"](#); [Jason Hudson](#); [Sam Gallucci](#)
Subject: RE: 350 Elbert Street - remaining comments
Date: Monday, April 14, 2025 7:36:03 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

Good morning Nolan

CORE Electric Cooperative approves the final plat.

Respectfully

Brooks Kaufman

Lands and Rights of Way Manager

800.332.9540 MAIN
720.733.5493 DIRECT
303.912.0765 MOBILE

www.core.coop.



The Energy to Thrive™



 [Book time to meet with me](#)

From: Nolan Stuart <nolan@raptor-civil.com>
Sent: Friday, April 11, 2025 5:12 PM
To: Travis Reynolds <treynolds@safebuilt.com>
Cc: Erica Engelhard <erica@raptor-civil.com>; Josue Loma <jloma@safebuilt.com>; Michael Patterson <brian@cashforhousescolorado.com>; tvodopich@liveyourcore.com; Kara Gerczynski <kara@elizabethfire.org>; Alexandra Cramer <acramer@townofelizabeth.org>; Brooks Kaufman <BKaufman@core.coop>; 'Michael DeVol' <mdevol@townofelizabeth.org>; Jason Hudson <jhudson@emkc.com>; Sam Gallucci <sgallucci@emkc.com>
Subject: RE: 350 Elbert Street - remaining comments

From: [Martin Metsker](#)
To: [Josue Loma](#)
Cc: [Travis Reynolds](#)
Subject: RE: 350 S Elbert St - Town of Elizabeth
Date: Wednesday, July 9, 2025 9:21:01 AM

Looks good to us, we have no further comments.

From: Josue Loma <jloma@safebuilt.com>
Sent: Wednesday, July 2, 2025 3:38 PM
To: Martin Metsker <mmetsker@terracedesign.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: RE: 350 S Elbert St - Town of Elizabeth

Good afternoon, Martin,

We received a revised submission from the applicants that is [linked via Dropbox](#).

Please review the revised submission, and please let us know if this addresses your comments.

Thank you again for your collaboration on this project.

Best regards,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | 📞 720.346.2145

From: Martin Metsker <mmetsker@terracedesign.com>
Sent: Tuesday, June 17, 2025 7:24 AM
To: Josue Loma <jloma@safebuilt.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: RE: 350 S Elbert St - Town of Elizabeth

Josue,

Here are our review comments.

Upon updating the plans per below, the Owner/Engineer should submit (PDF) sealed/certified copies of the plans and Drainage report.

1) Final Plat - we do not believe that the use of the word "OWNED" is proper under DRAINAGE NOTES - note #2, located on the cover sheet, as the detention pond is fully located and appears to be fully owned by the owner of Lot 1. The remaining portion of the note regarding Maintenance is acceptable.

2) We apologize for not previously noticing that the Owner/Developer statement and signature needs to be included within the Drainage report.

From: Josue Loma <jloma@safebuilt.com>
Sent: Monday, June 16, 2025 8:22 AM
To: Martin Metsker <mmetsker@terracinadesign.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: 350 S Elbert St - Town of Elizabeth

Hi Martin,

Reaching out to share Nolan's recent submittal for the [minor development subdivision](#) at 350 S Elbert St. Based on our meeting (5/9/25), does this version address all outstanding concerns?

Travis and I are available to talk through any questions from 6/16 to 6/19, with our goal being to get this wrapped up for the Town and scheduled for a public hearing asap.

Thanks for your help!

Best regards,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | 📞 720.346.2145

From: [Greg Toles](#)
To: [Josue Loma](#)
Subject: RE: [External] REFERRAL - Town of Elizabeth - 350 S Elbert St
Date: Wednesday, February 8, 2023 12:37:39 PM
Attachments: [image001.png](#)
[image002.png](#)

Josue,

The plat I shared with you is Elizabeth Amendment 1 not B823 P828. This book/page is for the special warranty deed. If Zach has evidence of any other modifications to the parcel's boundaries, please have him share them with me. As it stand now, the dimensions used in the review does not match the dimensions of the property.

Thanks,

Greg Toles
GIS Analyst
Assessor's Office
303-621-3111
greg.toles@elbertcounty-co.gov

From: Josue Loma <jloma@safebuilt.com>
Sent: Wednesday, February 8, 2023 12:04 PM
To: Greg Toles <Greg.Toles@elbertcounty-co.gov>
Subject: RE: [External] REFERRAL - Town of Elizabeth - 350 S Elbert St

Hello Greg,

When I review the Elbert County GIS, I noted that the subdivision this parcel was recorded as ELIZABETH AMEND 1 and is part of Bk:823 Pg:828 Rec#615401. Is this the plat you shared with me?

Unfortunately, I do not have a copy of this plat (Elizabeth Amend 1); however, Zach Higgins is working on the subdivision plat application separately and will likely have this record. In addition, as they are reviewing the plat separately from this Special Review, we will want to ensure that the dimensions being shared are matching.

I can reach out to Zach within the next couple of days and will include you in that conversation.

Thank you,

Josue

Josue Loma – Colorado Planner | SAFEbuilt Studio | Denver, CO | 📞 720.346.2145

From: Greg Toles <Greg.Toles@elbertcounty-co.gov>
Sent: Wednesday, February 8, 2023 11:29 AM

To: Josue Loma <jloma@safebuilt.com>

Subject: RE: REFERRAL - Town of Elizabeth - 350 S Elbert St

Attached is the full plat (Elizabeth Amended)

Greg Toles

GIS Analyst

Assessor's Office

303-621-3111

greg.toles@elbertcounty-co.gov

From: Greg Toles

Sent: Wednesday, February 8, 2023 11:18 AM

To: Josue Loma <jloma@safebuilt.com>

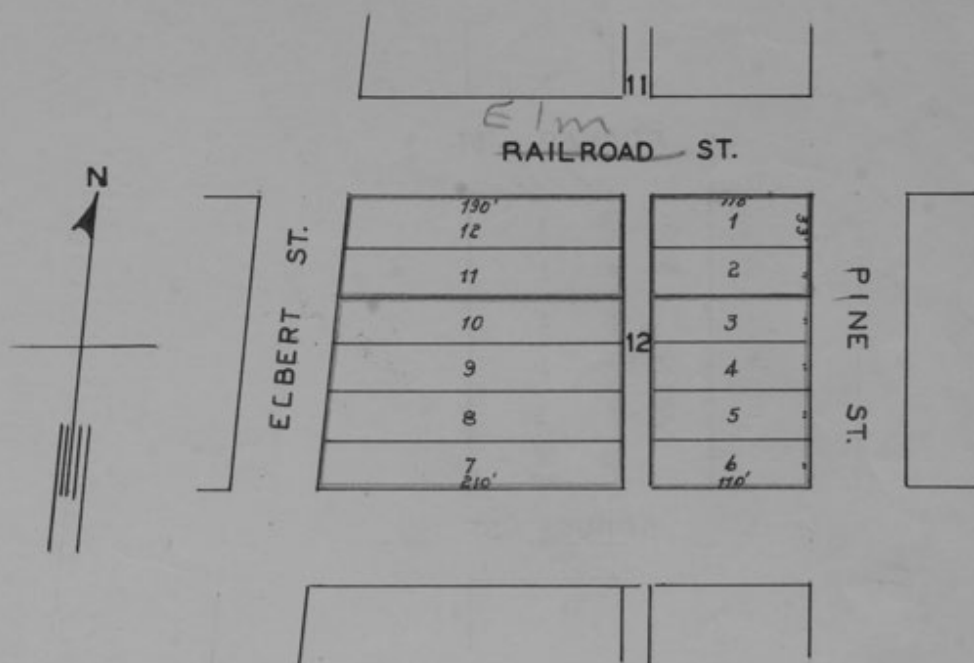
Subject: RE: REFERRAL - Town of Elizabeth - 350 S Elbert St

Josue,

The last plat I have (Elizabeth Amended) for this area shows that the southern border is only 210' and the eastern border is only 132'. Is there another plat from the town that did not get recorded.

Town of ELIZABETH AMENDED Addition
Block No. 12

Form TC-211 5M - Oil Well Casing Spacing



Greg Toles
GIS Analyst
Assessor's Office

303-621-3111

greg.toles@elbertcounty-co.gov

From: Josue Loma <jloma@safebuilt.com>

Sent: Tuesday, February 7, 2023 3:58 PM

Cc: Greg Toles <Greg.Toles@elbertcounty-co.gov>; Assessor Mailbox <Assessor@elbertcounty-co.gov>; coloradoes@fws.gov; matt@stolfusandassociates.com; elizabeth@stolfusandassociates.com; mseitz@hrswater.com; Stacey Rinehart <Stacey.Rinehart@elbertcounty-co.gov>; timothy.bilobran@state.co.us; mike@elizabethpr.com; kara@elizabethfire.com; BKaufman@Irea.Coop; kevin.houck@state.co.us; kiel.g.downing@usace.army.mil; Christina Stanton <Christina.Stanton@elbertcounty-co.gov>; mdevol@townofelizabeth.org; srabe@townofelizabeth.org; randerson@jvajva.com; Jason.McKune@blackhillscorp.com; Scott Pease, PE <pease@corecivil.com>; Tim Norton <Tim.Norton@elbertcounty-co.gov>; brian.hyde@state.co.us; director@pplibraries.org; Nicholas.m.games@usps.gov; Randy Baca <rbaca@safebuilt.com>; Zach Higgins <zhiggins@townofelizabeth.org>; Travis Reynolds <treynolds@safebuilt.com>; t.clark@elizabethfire.org; rbrooks@esdk12.org

Subject: [External] REFERRAL - Town of Elizabeth - 350 S Elbert St

SUBJECT: Town of Elizabeth – 350 S Elbert St – Uses by Special Review

PROJECT NAME: 350 S Elbert St

LEGAL DESCRIPTION: Legal Description – Block 12, Lots 7-10 | Elizabeth Amend 1 Subdivision, as recorded in Elbert County, CO

PROJECT LOCATION: NE Corner of S Elbert Street and Poplar Street, Elizabeth, Colorado | [Google Maps](#)

APPLICATION TYPE: Special Review Use – See [Article IX, Uses Permitted by Special Review](#). *Please note that there is a current subdivision plat application under review to reconfigure the above lots.

APPLICANT: Michael Patterson, (303) 829-6001 | brian@cashforhousescolorado.com on behalf of MBP Enterprises Inc.

CASE MANAGER: [Josue Loma](#) (he/him), on behalf of the Town of Elizabeth and Zach Higgins

COMMENTS DUE: Monday, March 6, 2023

The Town of Elizabeth has received a Use by Special Review application to develop three residential units with a full spectrum detention pond on an existing lot that is zoned as Commercial Mixed-Use (CMU). A concurrent subdivision application is being processed with the Town. The existing structures on the property include one single-family dwelling with a detached garage.

Click  [HERE](#) to access submittal documents

Please review and provide comments by replying to this email by the due date above so that we may give full consideration to your comments. Don't hesitate to let me know if you need to request an extension, so we may also communicate it to the applicant. If you have any questions about this application, please contact me.

Thank you,

From: [Travis Reynolds](#)
To: [Josue Loma](#)
Subject: FW: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St
Date: Tuesday, July 29, 2025 5:10:09 PM
Attachments: [image003.png](#)

Travis Reynolds, AICP

Colorado Planning Manager



office: 303-912-7153 | **cell:** 303-912-7153
1700 Lincoln Street, 17th Floor, Denver, CO 80203
treynolds@safebuilt.com
safebuilt.com
[Connect with Us on LinkedIn](#)

INTEGRITY | IMPROVEMENT | SERVICE | TEAMWORK | RESPECT

From: Michael DeVol <mdevol@townofelizabeth.org>
Sent: Wednesday, February 19, 2025 1:05 PM
To: Scott Pease <spease@liveyourcore.com>
Cc: Tyler Vodopich <TVodopich@liveyourcore.com>; Travis Reynolds <treynolds@safebuilt.com>
Subject: RE: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Scott,

Thank you for the inclusion. Yes, I have reviewed the Water and Sanitary services and Mainline work and tie-in's, and they have satisfied everything there.

Thank you,

Mike Devol
Public Works Director
Town of Elizabeth
GCWWTP Operations
mdevol@townofelizabeth.org
303-913-6453

From: Scott Pease <spease@liveyourcore.com>
Sent: Wednesday, February 19, 2025 12:23 PM
To: Michael DeVol <mdevol@townofelizabeth.org>
Cc: Tyler Vodopich <TVodopich@liveyourcore.com>; Travis Reynolds <treynolds@safebuilt.com>
Subject: Fw: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Mike - im not sure if you got this review sent to you or not - its due back to the Town on Friday with Travis Reynolds being the primary plan review coordinator. Im sending my redlines out today and i will make sure that you are CC'd on the redlines.

From: Tyler Vodopich <TVodopich@liveyourcore.com>
Sent: Monday, February 17, 2025 12:14 PM
To: Scott Pease <spease@liveyourcore.com>
Subject: FW: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

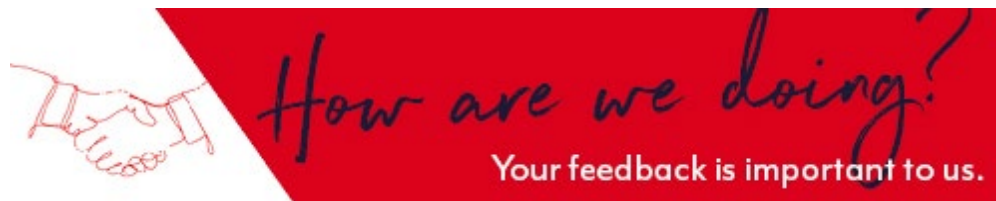
Hi Scott!

Been a while, I hope you are doing well. We received this review request from SafeBuilt for 350 S Elbert St which you have previously reviewed. Would you have availability to review and return before the end of this week?



TYLER VODOPICH, PE
Project Engineer

3473 S. Broadway, Englewood, CO 80113
Phone (303) 703-4444
TVodopich@liveyourcore.com \ liveyourcore.com



From: Josue Loma <jloma@safebuilt.com>
Sent: Friday, February 7, 2025 12:09 PM
To: Travis Reynolds <treynolds@safebuilt.com>
Cc: Tyler Vodopich <TVodopich@liveyourcore.com>; Brooks Kaufman <BKaufman@core.coop>; kara@elizabethfire.com; matt@stolfusandassociates.com

Subject: Referral 4: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Hello,

I am sharing the most recent submittal provided by the applicants for 350 S Elbert St that I served as the case manager; however, this project has now been transitioned to [Travis Reynolds](#).

Please see application details below and note the review deadline of **Friday, February 21, 2025**:

Subject: REFERRAL - Town of Elizabeth - 350 S Elbert St

PROJECT NAME: 350 S Elbert St

LEGAL DESCRIPTION: Legal Description – Block 12, Lots 7-10 | Elizabeth Amend 1 Subdivision, as recorded in Elbert County, CO

PROJECT LOCATION: NE Corner of S Elbert Street and Poplar Street, Elizabeth, Colorado | [Google Maps](#)

APPLICATION TYPE: *Special Review Use ([Article IX](#)) and Minor Development (subdivision, [Sec. 16-3-70](#))

*To ensure consistency in the review of this site, the Use by Special Review has been combined with the Minor Development application.

APPLICANT: Michael Patterson on behalf of MBP Enterprises Inc., (303) 829-6001 | brian@cashforhousescolorado.com

NEW CASE MANAGER: [Travis Reynolds](#) on behalf of the Town of Elizabeth.

COMMENTS DUE: [Friday, February 21, 2025](#)

The Town of Elizabeth has received a resubmittal for the Use by Special Review and Minor Development application to develop three residential units with a full spectrum detention pond on an existing lot that is zoned as Commercial Mixed-Use (CMU). The concurrent subdivision application is being combined for this referral. The existing structures on the property include one single-family dwelling with a detached garage.

The submittal may be located via [DropBox](#) due to the size of the submission – if you are unable to access the files, please let us know.

From: [Max Rusch](#)
To: [Josue Loma](#)
Subject: RE: Referral 5: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St
Date: Friday, May 2, 2025 8:21:39 AM
Attachments: [image001.png](#)
[4f877fb8-e384-4434-8ad1-172a438da824.png](#)

Good morning Josue,

I've reviewed this submittal and have no comments related to the traffic or safety.

Thanks,

Max Rusch, PE, PTOE, RSP
Transportation Project Manager

Stolfus

Stolfus & Associates, Inc. | 5690 DTC Boulevard, Suite 330W | Greenwood Village, CO 80111

P: [303-221-2330](tel:303-221-2330) | max@stolfusandassociates.com

From: Matthew Brown <Matt@Stolfusandassociates.com>
Sent: Friday, April 18, 2025 12:00 PM
To: Max Rusch <max@Stolfusandassociates.com>
Subject: Fw: Referral 5: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Get [Outlook for iOS](#)

From: Josue Loma <jloma@safebuilt.com>
Sent: Friday, April 18, 2025 11:31:49 AM
To: Tyler Vodopich <tvodopich@liveyourcore.com>; Scott Pease <spease@liveyourcore.com>; Matthew Brown <Matt@Stolfusandassociates.com>
Cc: Travis Reynolds <treynolds@safebuilt.com>
Subject: Referral 5: Use by Special Review and Minor Development (subdivision) for 350 S Elbert St

Hello,

We are sharing the most recent plat submittal provided by the 350 S Elbert St applicants.

*Please note, we are aiming to have this be the last submittal for an approvable plat. If there are any

outstanding comments from this round of review, we will be directing the applicant to connect with you directly for remedy.

Please see application details below and note the review deadline of **Friday, May 2, 2025**:

Subject: REFERRAL - Town of Elizabeth - 350 S Elbert St

PROJECT NAME: 350 S Elbert St

LEGAL DESCRIPTION: Legal Description – Block 12, Lots 7-10 | Elizabeth Amend 1 Subdivision, as recorded in Elbert County, CO

PROJECT LOCATION: NE Corner of S Elbert Street and Poplar Street, Elizabeth, Colorado | [Google Maps](#)

APPLICATION TYPE: *Special Review Use ([Article IX](#)) and Minor Development (subdivision, [Sec. 16-3-70](#))

*To ensure consistency in the review of this site, the Use by Special Review has been combined with the Minor Development application.

APPLICANT: Michael Patterson on behalf of MBP Enterprises Inc., (303) 829-6001 | brian@cashforhousescolorado.com

NEW CASE MANAGER: [Travis Reynolds](#) on behalf of the Town of Elizabeth.

COMMENTS DUE: Friday, May 2, 2025

The Town of Elizabeth has received a resubmittal for the Use by Special Review and Minor Development application to develop three residential units with a full spectrum detention pond on an existing lot that is zoned as Commercial Mixed-Use (CMU). The concurrent subdivision application is being combined for this referral. The existing structures on the property include one single-family dwelling with a detached garage.

The submittal may be located via [DropBox](#) due to the size of the submission – if you are unable to access the files, please let us know.

EXHIBIT C: PUBLIC NOTICE



NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the property upon which this sign is posted shall be considered at public hearings for use permitted by special review and final plat pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on August 5, 2025 at 6:30 p.m. and Board of Trustees on August 12, 2025 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

For publication in the Ranchland News on July 17, 2025.

NOTICE OF PUBLIC HEARINGS

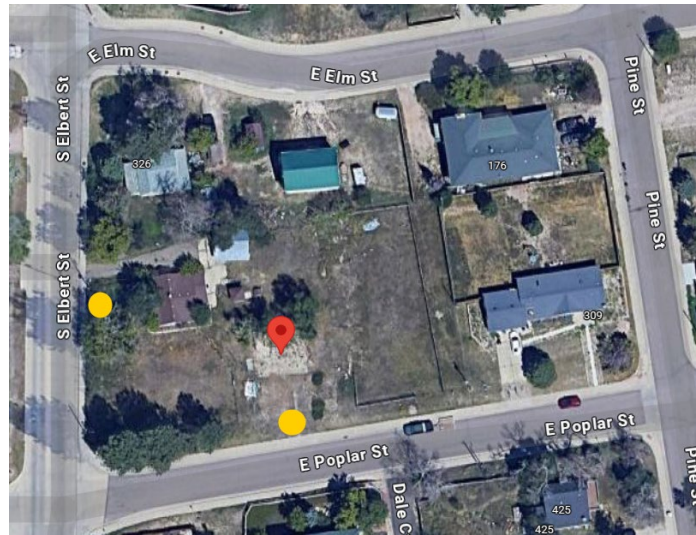
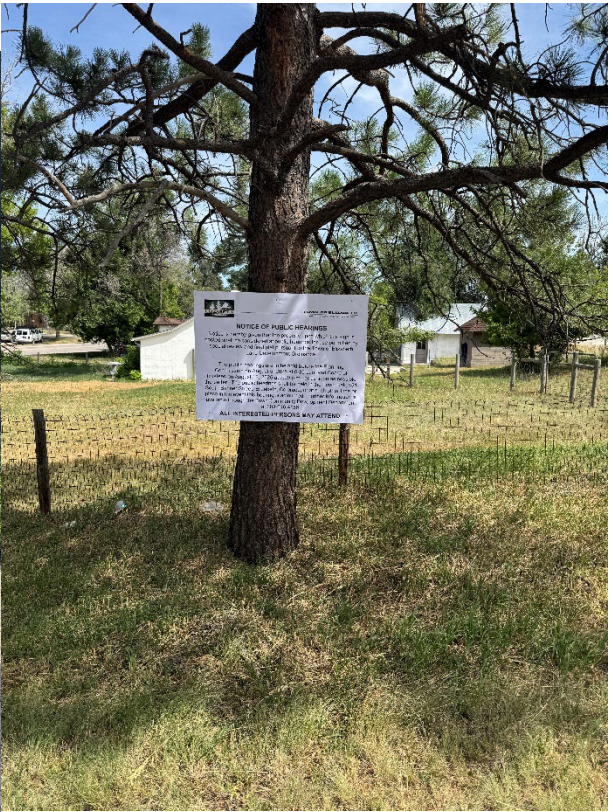
Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a final plat application for the project known as Elbert Street Subdivision on property described in Exhibit A and generally located on the northeast side of Poplar Street and Elbert Street pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on August 5, 2025 at 6:30 p.m. and Board of Trustees on August 12, 2025 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND.

EXHIBIT A (legal description)

A resubdivision of Lots 7-10, Block 12, Elizabeth Amended, situated in the northeast quarter of Section 18, Township 8 South, Range 65 West of the 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado.



statedarea	locnum	locunit	locpredir	OWNER	CARE OF	ADDRESS	CITY	STATE	ZIP
0.202	573			MYERS MATTHEW		PO BOX 2321	ELIZABETH	CO	80107
0.231	560	S		MARISCO RAPHAEL A	MARISCO MARIA	1916 MIDDLEFIELD RD	REDWOOD CITY	CA	94063
6.11				ELIZABETH TOWN BOARD		PO BOX 159	ELIZABETH	CO	80107-0159
0.2	133	E		ULIVIERI DAVIDE	JAGODA ROBIN	133 EAST CHESTNUT STREET	ELIZABETH	CO	80107
0.194	551			FSMS FAMILY TRUST		44374 SHENANDOAH COURT	ELIZABETH	CO	80107
0.214	523 A-C	E		WHITEHALL RENTALS INC		PO BOX 98	MATHESON	CO	80830
0.171	525			HARRIS WILLIAM E		525 DALE CT	ELIZABETH	CO	80107
0.242	473	S		MALACRIDA ANTHONY	MALACRIDA GRACE, et al.	473 S PINE ST	ELIZABETH	CO	80107
0.166	481	S		MANZANARES EDWINA T		481 SOUTH BANNER ST	ELIZABETH	CO	80107
3.283	433	S		TOWN OF ELIZABETH		PO BOX 159	ELIZABETH	CO	80107-0159
0.249	231	E		ELIZABETH SCHOOL DISTRICT		PO BOX 520	ELIZABETH	CO	80107-0520
0.242	451	S		CAMPBELL HELENANN		PO BOX 1754	ELIZABETH	CO	80107
0.491	476 A-C	S		REYNOLDS NICOLLE A		476 ELBERT ST	ELIZABETH	CO	80107
0.519	175 101-106	E		FITZGERALD PARK CONDOS LLC		PO BOX 1684	ELIZABETH	CO	80107
0.166	459	S		SCHAUER CHRISTINA	SILVERMAN SYRINA HALEN	459 S BANNER ST	ELIZABETH	CO	80107
0.242	425	S		RAGAN JERRY		27202 PINE VISTA CIR	KIOWA	CO	80117
0.25	226	E		KLINGBEIL ALISON		PO BOX 1537	ELIZABETH	CO	80107
0.166	417	S		MUZEK BUCK MAUREEN	BUCK MICHAEL	PO BOX 1838	ELIZABETH	CO	80107
0.3	420	S		SCHRODER MICHAEL LEE		18473 W MARCONI AVE	SURPRISE	AZ	85388
0.216	173	W		OSTLER ROBERT J	REMINGTON SADIE JAYNE, et al.	173 POPLAR ST	ELIZABETH	CO	80107
0.216	153	W		CHERRY VALLEY CONSTRUCTION LLC		PO BOX 477	ELIZABETH	CO	80107-0477
0.144	147	W		HARTMANN JENNIFER		36532 FOREST TRAIL	ELIZABETH	CO	80107
0.144	139	W		BUNKER STEVEN S		139 W POPLAR STREET	ELIZABETH	CO	80107
0.288	133	W		HEIRENDT LUKE D	HEIRENDT JANELLE M	133 W POPLAR ST	ELIZABETH	CO	80107
0.215	119	W		RAO ASHLEY	RAO RAHUL	119 W POPLAR ST	ELIZABETH	CO	80107
0.616	350	S		MBP ENTERPRISES INC		350 S ELBERT ST	ELIZABETH	CO	80107
0.333	309	E		GOULD JEFFREY		309 E POPLAR ST	ELIZABETH	CO	80107
0.333	249	E		PASTINE CRAIG T	PASTINE L JEANNETTE	30 MEMMEN DR	CASTLE ROCK	CO	80104
0.293	326	S		DAVIS KRISTINE K		PO BOX 2265	ELIZABETH	CO	80107
0.324	378	S		COWLEY ROBERT R		40900 WIND SPIRIT LN	PARKER	CO	80138-4758
0.216	172	W		JAHNZ NICHOLAS B	JAHNZ CHRISTINA RAQUEL	172 ELM ST	ELIZABETH	CO	80107
0.167	327	S		SECRETARY OF VETERANS AFFAIRS		3401 WEST END AVE STE 760A	NASHVILLE	TN	37203
0.215	168	W		HAWKSEY JUSTIN THOMAS	GAFFIGAN GENEVIEVE ELIZABETH	168 ELM STREET	ELIZABETH	CO	80107
0.287	148	W		TAYLOR CHRISTOPHER		PO BOX 2242	ELIZABETH	CO	80107
0.17				TURN 2 DEVELOPMENT LLC		PO BOX 2586	ELIZABETH	CO	80107
0.18	114	W		BEIGHEY MAUREEN		PO BOX 382	ELIZABETH	CO	80107-0382
0.169	345	S		CORNELL DUNCAN R	CORNELL TAYLOR C	28450 STATE HIGHWAY 86	SIMLA	CO	80835
0.167				ELIZABETH PRESBYTERIAN CHURCH		PO BOX 117	ELIZABETH	CO	80107-0117
0.5	325	S		ELIZABETH PRESBYTERIAN CHURCH		PO BOX 117	ELIZABETH	CO	80107-0117
0.277	324	E		EVELETH STEVEN GEORGE		324 E ELM ST	ELIZABETH	CO	80107
0.167	265	S		GEIGER KALEB	GEIGER DALANEY, et al.	265 S PINE STREET	ELIZABETH	CO	80107-5116
0.167	275	E		ELIZABETH PRESBYTERIAN CHURCH		PO BOX 117	ELIZABETH	CO	80107-0117
0.215	167	W		WILSON KEITH		PO BOX 2502	ELIZABETH	CO	80107
0.167	277	E		ELIZABETH PRESBYTERIAN CHURCH		PO BOX 117	ELIZABETH	CO	80107-0117
0.287	153	W		PURCELL TANNER	PURCELL AMANDA	6619 CATALPA CT	FREDERICK	CO	80530
0.287	125	W		TABERT KELLY	FECHTER MORGAN	6119 KING CT	PARKER	CO	80134
0.287	107	W		ROSENBERG JONATHON		107 W ELM ST	ELIZABETH	CO	80107
0.167	250	S		CARNEGIE WILLIAM	CARNEGIE MARY	1546 DAHLIA ST	DENVER	CO	80220
0.744	226	S		TOWN OF ELIZABETH		PO BOX 159	ELIZABETH	CO	80107-0159
0.333	233	S		WORKMAN DANNY L	WORKMAN WANDA G	PO BOX 52	ELIZABETH	CO	80107
0.167	202	S		FAIRSERVICE KARLI A	AGUILAR GLAUB GUNTHER B	233 PINE ST	ELIZABETH	CO	80107
0.333	213	S		WAGNER MATTHEW G		3961 LAZY K DRIVE	CASTLE ROCK	CO	80104
0.143	146	W		ERJAVEC TARA A		PO BOX 863	ELIZABETH	CO	80107
0.143	134	W		HARRISON GARY NELSON	HARRISON CONNIE G	146 W BROADWAY ST	ELIZABETH	CO	80107-7555
0.143	128	W		SCHMIDT AMY L		134 WEST BROADWAY STREET	ELIZABETH	CO	80107
0.143	122	W		GARRETT TAYLOR		128 W BROADWAY ST	ELIZABETH	CO	80107-7555
0.287	235	S		WOLNER JOHN M	SCHUTTER RHONDA A	122 WEST BROADWAY STREET	ELIZABETH	CO	80107
0.214	133	E		SABO JOHN P		235 S ELBERT	ELIZABETH	CO	80107
0.167	191	S		A AND M PROPERTY LLC		133 E BROADWAY ST	ELIZABETH	CO	80107
0.167	188	S		PLATERO JOAQUIN ALFONSO	PLATERO SARAH ELIZABETH	616 CONESTOGA RD	FRANKTOWN	CO	80116
0.204	152	S		ARANIA LLC		107 PRAIRIE FALCON PARKWAY	BRIGHTON	CO	80601
0.333	131	S		STINNETTE IDA	C/O DONALD R STINNETTE	124 S ELBERT ST	ELIZABETH	CO	80107
4.237	589	S		ELIZABETH SCHOOL DISTRICT		PO BOX 513	WILBUR	WA	99185
						PO BOX 520	ELIZABETH	CO	80107-0520

AFFIDAVIT OF COMPLIANCE WITH ELIZABETH MUNICIPAL CODE SECTION
16-4-30(c)

Michael B. Patterson on Behalf of MBP Enterprises inc], being over the age of twenty-one (21) and duly sworn upon my oath, states as follows:

1. I am the applicant or applicant representative in the Town of Elizabeth land use application known as [350 S. Elbert st. Subdivision and rezoning.]

2. I caused the attached notice of public hearing in this matter to be sent with the language required by Elizabeth Municipal Code section 16-4-30(c) via regular first class mail to the following property owners at the following addresses, which constitute all such property owners within 500 feet of the site for which the land use application has been made:

[MBP Entreprises Inc. Michael Patterson 8888 inspiration dr. Parker CO. 80138

3. In doing so, I specifically sent such notices via Certified mail with proper postage affixed to each mailing, and such notices were deposited for mailing on [*July 21st 2025 Certified mail*]

FURTHER AFFIANT SAYETH NAUGHT.

By: Mark Decker

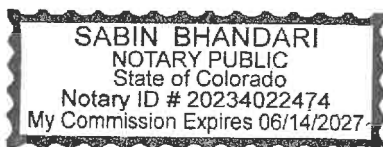
STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

Subscribed and sworn to before me this 30 day of July, 2025, by Michael Patterson.

Witness my hand and official seal.

My commission expires: 06/14/2027
(SEAL)

By: Sabin



SIGN POSTING AFFIDAVIT

(Attach Photo Here)

Michael B. Patterson, The above sign was posted on (07/22/25) pursuant to the Town of Elizabeth Land Development Code, by **(Michael B Patterson, For MBP Enterprises inc.)**.

Michael B. Patterson

Signature

STATE OF COLORADO)

) ss.

COUNTY OF Elbert)

Subscribed and sworn to before me this 22nd day of July, 2025, by
Michael Patterson

My commission expires: July 18, 2026

(SEAL)

Harmony Malakowski

Notary Public

HARMONY MALAKOWSKI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184029120
MY COMMISSION EXPIRES JULY 18, 2026

350 S Elbert St mailing & Posting

MYERS MATTHEW
PO BOX 2321
ELIZABETHCO80107

MARISCO RAPHAEL A
1916 MIDDLEFIELD RD
REDWOOD CITYCA94063

ELIZABETH TOWN BOARD
PO BOX 159
ELIZABETHCO80107-0159

ULIVIERI DAVIDE
133 EAST CHESTNUT STREET
ELIZABETHCO80107

FSMS FAMILY TRUST
44374 SHENANDOAH COURT
ELIZABETHCO80107

WHITEHALL RENTALS INC
PO BOX 98
MATHESONCO80830

HARRIS WILLIAM E
525 DALE CT
ELIZABETHCO80107

MALACRIDA ANTHONY
473 S PINE ST
ELIZABETHCO80107

MANZANARES EDWINA T
481 SOUTH BANNER ST
ELIZABETHCO80107

TOWN OF ELIZABETH
PO BOX 159
ELIZABETHCO80107-0159

ELIZABETH SCHOOL DISTRICT
PO BOX 520
ELIZABETHCO80107-0520

CAMPBELL HELENANN
PO BOX 1754
ELIZABETHCO80107

REYNOLDS NICOLLE A
476 ELBERT ST
ELIZABETHCO80107

FITZGERALD PARK CONDOS LLC
PO BOX 1684
ELIZABETHCO80107

SCHAUER CHRISTINA
459 S BANNER ST
ELIZABETHCO80107

RAGAN JERRY
27202 PINE VISTA CIR
KIEWACO80117

KLINGBEIL ALISON
PO BOX 1537
ELIZABETHCO80107

MUZEK BUCK MAUREEN
PO BOX 1838
ELIZABETHCO80107

SCHRODER MICHAEL LEE
18473 W MARCONI AVE
SURPRISEAZ85388

OSTLER ROBERT J
173 POPLAR ST
ELIZABETHCO80107

CHERRY VALLEY CONSTRUCTION
LLC
PO BOX 477
ELIZABETHCO80107-0477

HARTMANN JENNIFER
36532 FOREST TRAIL
ELIZABETHCO80107

BUNKER STEVEN S
139 W POPLAR STREET
ELIZABETHCO80107

HEIRENDT LUKE D
133 W POPLAR ST
ELIZABETHCO80107

RAO ASHLEY
119 W POPLAR ST
ELIZABETHCO80107

MBP ENTERPRISES INC
350 S ELBERT ST
ELIZABETHCO80107

GOULD JEFFREY
309 E POPLAR ST
ELIZABETHCO80107

PASTINE CRAIG T
30 MEMMEN DR
CASTLE ROCKCO80104

DAVIS KRISTINE K
PO BOX 2265
ELIZABETHCO80107

COWLEY ROBERT R
40900 WIND SPIRIT LN
PARKERCO80138-4758

JAHNZ NICHOLAS B 172 ELM ST ELIZABETHCO80107	SECRETARY OF VETERANS AFFAIRS 3401 WEST END AVE STE 760A NASHVILLETN37203	HAWKSLEY JUSTIN THOMAS 168 ELM STREET ELIZABETHCO80107
TAYLOR CHRISTOPHER PO BOX 2242 ELIZABETHCO80107	TURN 2 DEVELOPMENT LLC PO BOX 2586 ELIZABETHCO80107	BEIGHEY MAUREEN PO BOX 382 ELIZABETHCO80107-0382
CORNELL DUNCAN R 28450 STATE HIGHWAY 86 SIMLACO80835	ELIZABETH PRESBYTERIAN CHURCH PO BOX 117 ELIZABETHCO80107-0117	ELIZABETH PRESBYTERIAN CHURCH PO BOX 117 ELIZABETHCO80107-0117
EVELETH STEVEN GEORGE 324 E ELM ST ELIZABETHCO80107	GEIGER KALEB 265 S PINE STREET ELIZABETHCO80107-5116	ELIZABETH PRESBYTERIAN CHURCH PO BOX 117 ELIZABETHCO80107-0117
WILSON KEITH PO BOX 2502 ELIZABETHCO80107	ELIZABETH PRESBYTERIAN CHURCH PO BOX 117 ELIZABETHCO80107-0117	PURCELL TANNER 6619 CATALPA CT FREDERICKCO80530
TABERT KELLY 6119 KING CT PARKERCO80134	ROSENBERG JONATHON 107 W ELM ST ELIZABETHCO80107	CARNEGIE WILLIAM 1546 DAHLIA ST DENVERCO80220
TOWN OF ELIZABETH PO BOX 159 ELIZABETHCO80107-0159	WORKMAN DANNY L PO BOX 52 233 PINE ST ELIZABETHCO80107	FAIRSERVICE KARLI A 3961 LAZY K DRIVE CASTLE ROCKCO80104
WAGNER MATTHEW G PO BOX 863 ELIZABETHCO80107	ERJAVEC TARA A 146 W BROADWAY ST ELIZABETHCO80107-7555	HARRISON GARY NELSON 134 WEST BROADWAY STREET ELIZABETHCO80107
SCHMIDT AMY L 128 W BROADWAY ST ELIZABETHCO80107-7555	GARRETT TAYLOR 122 WEST BROADWAY STREET ELIZABETHCO80107	WOLNER JOHN M 235 S ELBERT ELIZABETHCO80107
SABO JOHN P 133 E BROADWAY ST ELIZABETHCO80107	A AND M PROPERTY LLC 616 CONESTOGA RD FRANKTOWNCO80116	PLATERO JOAQUIN ALFONSO 107 PRAIRIE FALCON PARKWAY BRIGHTONCO80601

ARANIA LLC
124 S ELBERT ST
ELIZABETHCO80107

STINETTE IDA
PO BOX 513
WILBURWA99185

ELIZABETH SCHOOL DISTRICT
PO BOX 520
ELIZABETHCO80107-0520

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- ☐ Adult Signature Required \$0.00
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Postage

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Total Postage and Fees

\$6.08

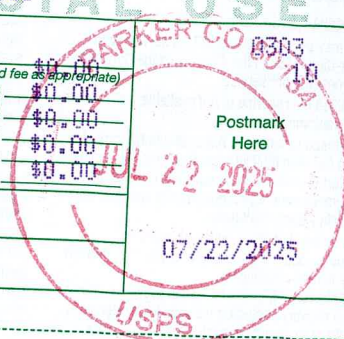
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☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
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Postage \$0.78

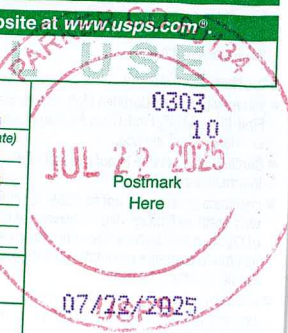
Total Postage and Fees \$6.08

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|--|----|--------|
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| ☐ Certified Mail Restricted Delivery | \$ | \$0.00 |
| ☐ Adult Signature Required | \$ | \$0.00 |
| ☐ Adult Signature Restricted Delivery | \$ | \$0.00 |

Postage \$0.78

Total Postage and Fees

\$6.08

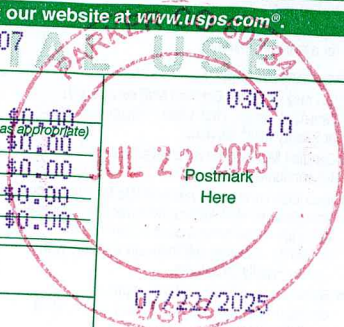
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☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
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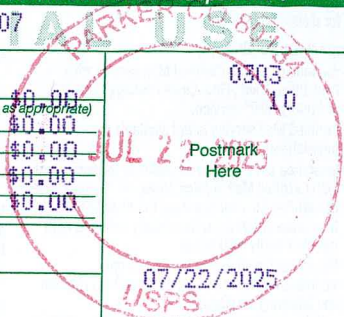
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Total Postage and Fees	\$6.08
\$	

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☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

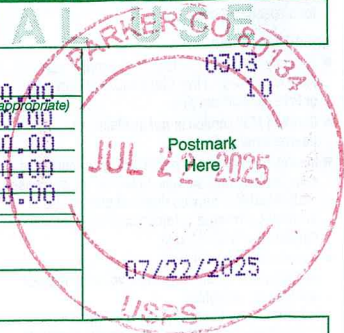
Postage	\$0.78
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Total Postage and Fees	\$6.08
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☐ Adult Signature Required \$0.00
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Postage \$0.78

Total Postage and Fees

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Postage

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- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees

\$6.08

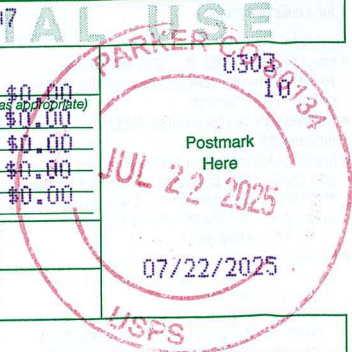
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Certified Mail Fee	\$5.30
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$ \$0.00
☐ Return Receipt (electronic)	\$ \$0.00
☐ Certified Mail Restricted Delivery	\$ \$0.00
☐ Adult Signature Required	\$ \$0.00
☐ Adult Signature Restricted Delivery	\$ \$0.00

Postage	\$0.78
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Total Postage and Fees	
\$	\$6.08

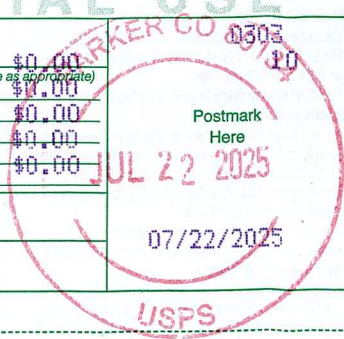
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☐ Return Receipt (electronic)	\$	\$0.00
☐ Certified Mail Restricted Delivery	\$	\$0.00
☐ Adult Signature Required	\$	\$0.00
☐ Adult Signature Restricted Delivery	\$	\$0.00

Postage \$0.78

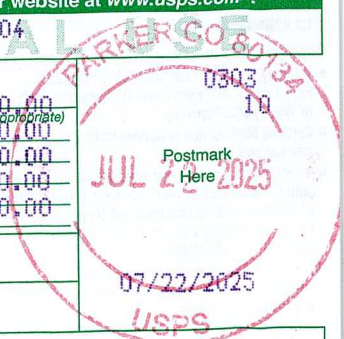
Total Postage and Fees \$6.08

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- ☐ Adult Signature Restricted Delivery \$0.00

Postmark
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Postage \$0.78

Total Postage and Fees

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Parker, CO 80138

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| ☐ Return Receipt (electronic) | \$0.00 |
| ☐ Certified Mail Restricted Delivery | \$0.00 |
| ☐ Adult Signature Required | \$0.00 |
| ☐ Adult Signature Restricted Delivery | \$0.00 |

Postage
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Total Postage and Fees

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- ☐ Return Receipt (electronic) \$ ~~\$0.00~~ \$0.00
- ☐ Certified Mail Restricted Delivery \$ ~~\$0.00~~ \$0.00
- ☐ Adult Signature Required \$ ~~\$0.00~~ \$0.00
- ☐ Adult Signature Restricted Delivery \$ ~~\$0.00~~ \$0.00

Postage

\$0.78

\$

Total Postage and Fees

\$6.08

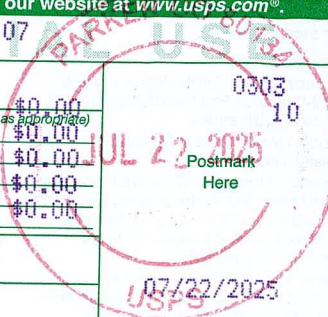
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\$	\$0.00
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☐ Adult Signature Required	\$ 0.00
☐ Adult Signature Restricted Delivery	\$ 0.00

Postage
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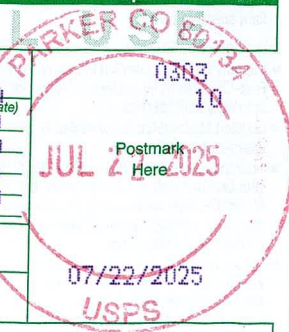
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Total Postage and Fees
\$6.08

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☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage

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Total Postage and Fees

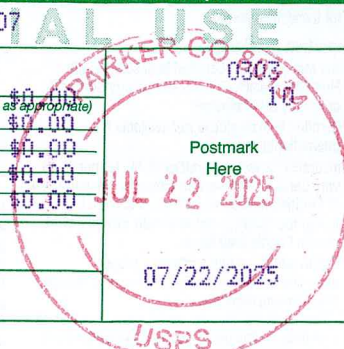
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Street and Apt. No., or PO Box No.

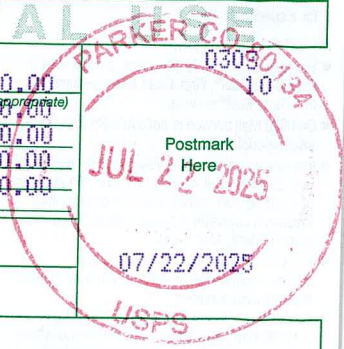
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\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
\$	\$0.00
Total Postage and Fees	\$6.08
\$	\$0.00
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\$	\$0.00	
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☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
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Postage	\$0.78	
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Total Postage and Fees	\$6.08	
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| ☐ Return Receipt (electronic) | \$ 0.00 |
| ☐ Certified Mail Restricted Delivery | \$ 0.00 |
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| ☐ Adult Signature Restricted Delivery | \$ 0.00 |

Postage

\$ 0.78

Total Postage and Fees

\$6.08

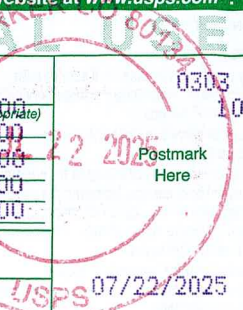
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| ☐ Return Receipt (hardcopy) | \$ | \$0.00 |
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Postage \$0.78

Total Postage and Fees

\$6.08

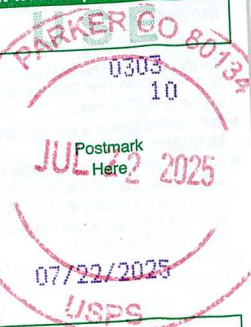
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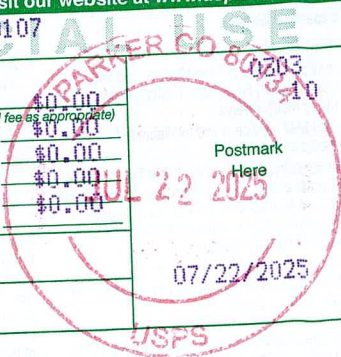
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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
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☐ Certified Mail Restricted Delivery \$0.00
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☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

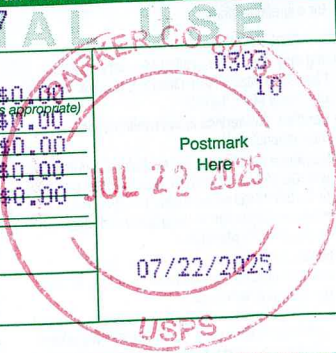
\$6.08
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| ☐ Return Receipt (hardcopy) | \$ | \$0.00 |
| ☐ Return Receipt (electronic) | \$ | \$0.00 |
| ☐ Certified Mail Restricted Delivery | \$ | \$0.00 |
| ☐ Adult Signature Required | \$ | \$0.00 |
| ☐ Adult Signature Restricted Delivery | \$ | \$0.00 |

Postage \$0.78

Total Postage and Fees

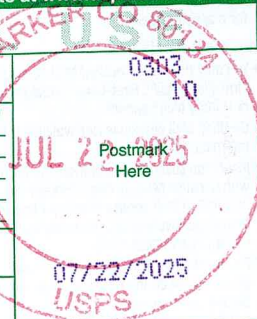
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Certified Mail Fee \$5.30
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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$0.78
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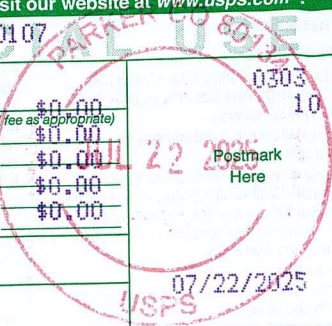
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Certified Mail Fee \$5.30

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☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

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\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

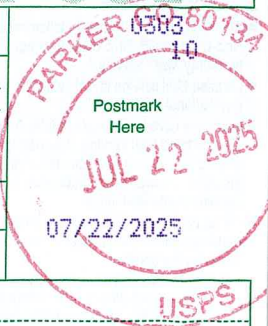
Postage	\$0.78
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Total Postage and Fees	\$6.08
\$	

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Frederick, CO 80530

Certified Mail Fee
\$5.30

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage
\$0.78

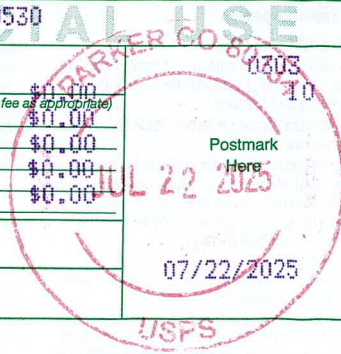
Total Postage and Fees
\$6.08

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Parker, CO 80134

Certified Mail Fee \$5.30

\$0.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

\$6.08

Total Postage and Fees

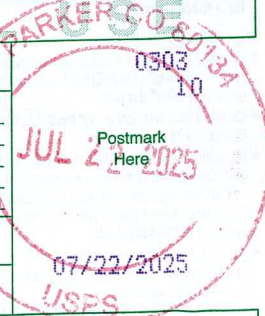
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Elizabeth, CO 80107

Certified Mail Fee \$5.30

\$ ~~\$0.00~~

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ ~~\$0.00~~
- ☐ Return Receipt (electronic) \$ ~~\$0.00~~
- ☐ Certified Mail Restricted Delivery \$ ~~\$0.00~~
- ☐ Adult Signature Required \$ ~~\$0.00~~
- ☐ Adult Signature Restricted Delivery \$ ~~\$0.00~~

Postage \$0.78

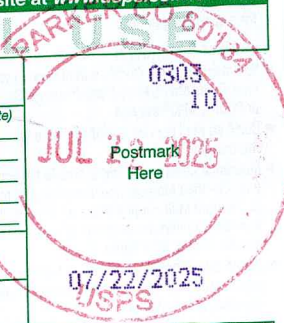
\$ Total Postage and Fees

\$6.08

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Denver, CO 80220

Certified Mail Fee
\$ **\$5.30**

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|------------------|
| ☐ Return Receipt (hardcopy) | \$ \$0.00 |
| ☐ Return Receipt (electronic) | \$ \$0.00 |
| ☐ Certified Mail Restricted Delivery | \$ \$0.00 |
| ☐ Adult Signature Required | \$ \$0.00 |
| ☐ Adult Signature Restricted Delivery | \$ \$0.00 |

Postage
\$ **\$0.78**

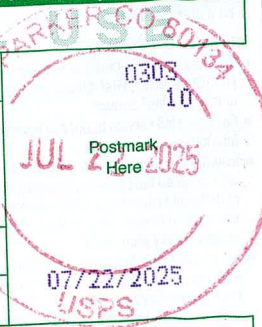
Total Postage and Fees
\$6.08

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Elizabeth, CO 80107

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$0.00
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

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Elizabeth, CO 80107

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

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Castle Rock, CO 80104

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\$0.00
Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

\$
Total Postage and Fees

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Elizabeth, CO 80107

Certified Mail Fee \$5.30

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Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$0.00
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- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees

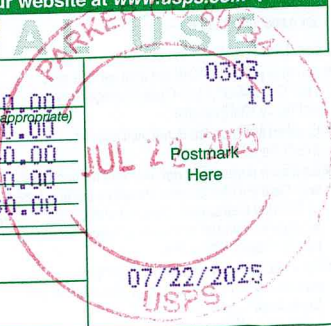
\$6.08

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- ☐ Return Receipt (hardcopy) \$0.00
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.78

Total Postage and Fees

\$6.08

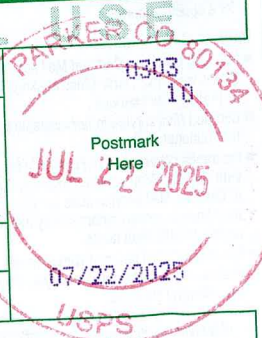
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\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage	\$0.78
\$	
Total Postage and Fees	\$6.08
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- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees

\$6.08

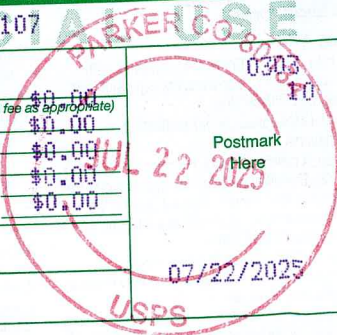
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☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78
\$
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\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
\$	
Total Postage and Fees	
\$	\$6.08
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☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees

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Franktown, CO 80116

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☐ Return Receipt (hardcopy)	\$0.00	
☐ Return Receipt (electronic)	\$0.00	
☐ Certified Mail Restricted Delivery	\$0.00	
☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.78	
Total Postage and Fees	\$6.08	
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Brighton, CO 80601

Certified Mail Fee	\$5.30
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$ \$0.00
☐ Return Receipt (electronic)	\$ \$0.00
☐ Certified Mail Restricted Delivery	\$ \$0.00
☐ Adult Signature Required	\$ \$0.00
☐ Adult Signature Restricted Delivery	\$
Postage	\$0.78
\$	
Total Postage and Fees	\$6.08
\$	
Sent To	
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Elizabeth, CO 80107

Certified Mail Fee	\$5.30
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage \$0.78

\$

Total Postage and Fees

\$6.08

\$

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Wilbur, WA 99185

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

\$6.08

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Certified Mail Fee \$5.30

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

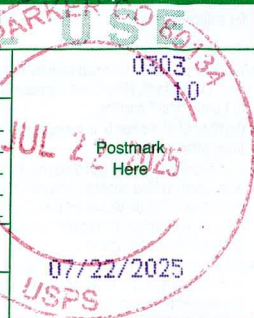
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Certified Mail Fee	\$5.30
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees
 \$6.08

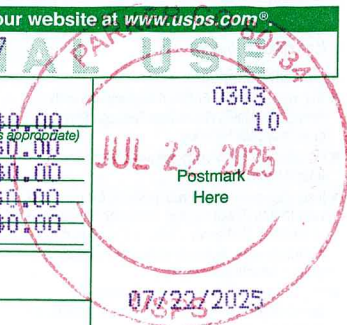
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Redwood City, CA 94063	
Certified Mail Fee	\$5.30
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
\$	\$6.08
Total Postage and Fees	
\$	\$6.08
Sent To	
Street and Apt. No., or PO Box No.	
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Certified Mail Fee \$5.30

\$0.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

\$
Total Postage and Fees
\$6.08

\$

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Certified Mail Fee \$5.30

\$0.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

\$6.08

Total Postage and Fees

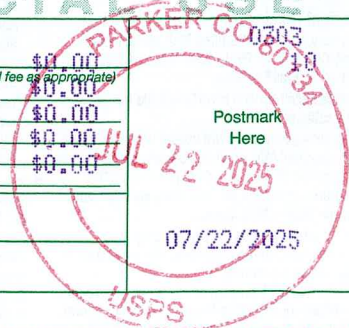
\$6.08

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Certified Mail Fee \$5.30

\$0.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$6.08

\$

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Matheson, CD 80830

Certified Mail Fee
\$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

\$10.00

\$0.00

\$0.00

\$0.00

\$0.00

Postage
\$0.78

Total Postage and Fees
\$6.08

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Elizabeth, CO 80107

Certified Mail Fee \$5.30

\$0.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

\$6.08

Total Postage and Fees

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Total Postage and Fees
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Postage \$0.78

Total Postage and Fees \$6.08

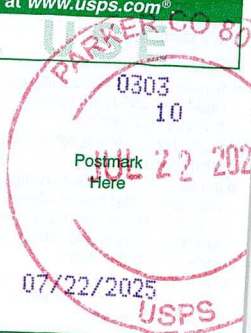
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Postage \$0.78

Total Postage and Fees
\$6.08

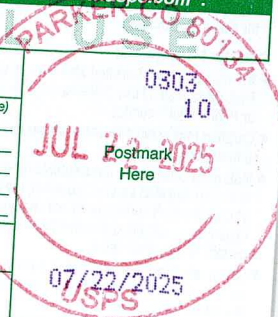
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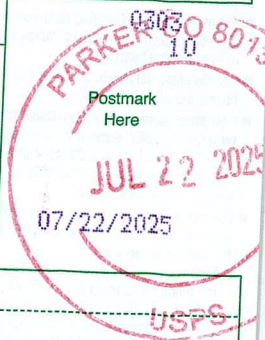
Elizabeth, CO 80107

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Total Postage and Fees	\$6.08
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Postage

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Total Postage and Fees

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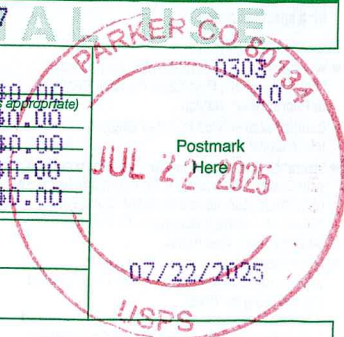
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Postage

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Total Postage and Fees

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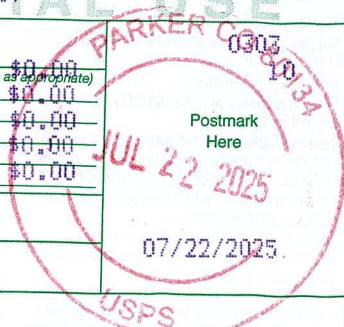
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☐ Certified Mail Restricted Delivery

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☐ Adult Signature Required

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☐ Adult Signature Restricted Delivery

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Postage

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Total Postage and Fees

\$6.08

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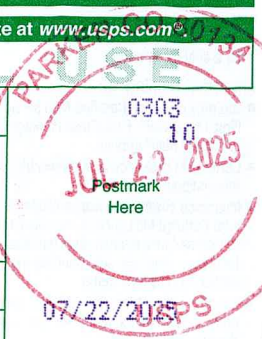
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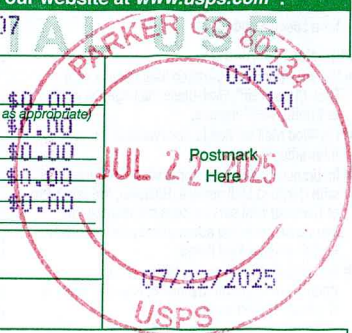
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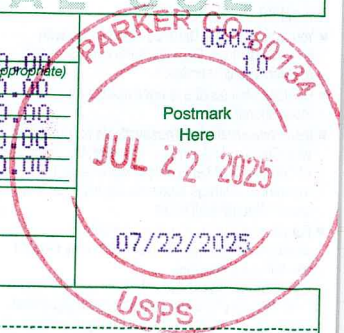
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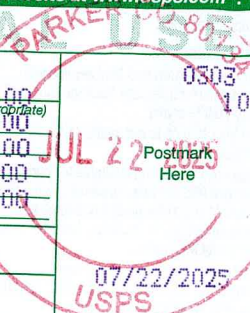
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Elizabeth, CO 80107

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☐ Adult Signature Required \$0.00

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Postage \$0.78

Total Postage and Fees \$6.08

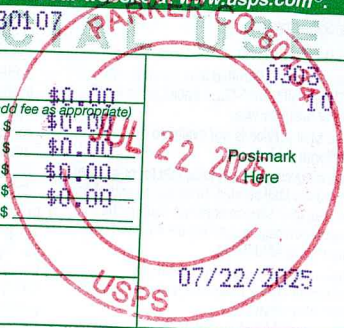
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[Date]

[Owner Name]

[Owner Address]

[City, State ZIP]

Subject: Notice of Public Hearings – Proposed Residential Subdivision at 350 S Elbert Street

Dear Neighbor,

I'm writing to let you know about a proposed land use request for the property at **350 S Elbert Street**, which I have submitted to the Town of Elizabeth. As required by Town regulations, this notice is being sent to all property owners within 500 feet of the site.

I am requesting approval for a **Use-by-Special Review (Article 9)** and a **Final Plat (Sec. 16-3-60)** to subdivide the property into four residential lots. These lots would each contain a single-family manufactured home with off-street parking, consistent with the Town's land use requirements for the Commercial Mixed-Use (CMU) zoning district.

You are invited to attend the upcoming public hearings to learn more or to share your comments:

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning a use-by-special review and final plat application for the project known as Elbert Street Subdivision on property described in Exhibit A and generally located on the northeast side of Poplar Street and Elbert Street pursuant to the Town of Elizabeth Land Use and Development Ordinance.

The public hearings are to be held before the Planning Commission on August 5, 2025 at 6:30 p.m. and Board of Trustees on August 12, 2025 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND.

EXHIBIT A

A resubdivision of Lots 7-10, Block 12, Elizabeth Amended, situated in the northeast quarter of Section 18, Township 8 South, Range 65 West of the 6th P.M., Town of Elizabeth, County of Elbert, State of Colorado.

Thank you for your time and consideration.

Sincerely,

[Your Name]

[Your Title / Applicant or Representative]

[Email Address]

[Phone Number]

RESOLUTION 25R25

A RESOLUTION MAKING FINDINGS OF FACT MEMORIALIZING THE BOARD OF TRUSTEES' DECISION TO GRANT A USE BY SPECIAL REVIEW FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, this matter was heard on August 12, 2025 upon the request for Use by Special Review in accordance with Article IX, Chapter 16 of the Town of Elizabeth's Municipal Code to permit single-family dwellings, located on said property, in the Commercial Mixed-Use (CMU) zoning district; and

WHEREAS, the Town of Elizabeth Board of Trustees, having heard the evidence presented at the public hearing and being fully advised in the premises, enters the following Findings of Fact, Conclusions and Order.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board makes the following Findings of Fact:

1. The Applicant, Michael Patterson of MBP Enterprises Inc. ("Applicant") submitted to the Town of Elizabeth a land use application requesting a Use by Special Review in accordance with the Municipal Code to allow single-family dwellings on the properties located at 350 S Elbert Street.
2. The Property is zoned CMU (Commercial Mixed-Use).
3. Article 1, Table 16-5 of the Elizabeth Municipal Code allows for single-family dwellings by special review in the CMU District.
4. Notice of the date, time and place of the public hearing based on the applicant request was published in accordance with the Elizabeth Municipal Code at least fifteen (15) days preceding the public hearing.
5. At the public hearing, testimony was presented for the application. The Planning Commission recommended approval by a vote of 4-0. At the conclusion of the public hearing, the Board of Trustees determined to approve based on these Findings of Fact, Conclusions, and Order.
6. The Board of Trustees finds and determines that approval of the Application does meet the following requirements pursuant to Section 16-9-20 of the Elizabeth Municipal Code based on the following factors:
 - a) Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
 - b) Will not result in an over-intensive use of land;
 - c) Will not have a material adverse effect on community capital improvement programs;
 - d) Will not require a level of community facilities and services greater than is available;
 - e) Will not result in undue traffic congestion or traffic hazards;

- f) Will not cause significant air, water or noise pollution;
- g) Will be adequately landscaped, buffered and screened; and
- h) Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Section 3. The Board therefore Orders that the application for a Use by Special Review in accordance with Article IX, Chapter 16, of the Elizabeth Municipal Code is GRANTED.

PASSED, APPROVED, and ADOPTED this 26th day of AUGUST 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Harmony Malakowski, Deputy Town Clerk

RESOLUTION 25R26

A RESOLUTION APPROVING A MINOR DEVELOPMENT SUBDIVISION FOR THE PROPERTY LOCATED AT 350 SOUTH ELBERT STREET

WHEREAS, Michael Patterson of MBP Enterprises Inc. has submitted an application for a Minor Development Subdivision to subdivide the property located at 350 South Elbert Street into four (4) residential lots; and

WHEREAS, the application has been reviewed in accordance with Section 16-3-70 of the Elizabeth Municipal Code; and

WHEREAS, the Planning Commission recommended approval by a vote of 4-0; and

WHEREAS, the Board of Trustees finds that the subdivision meets all applicable requirements.

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

Section 1. The recitals set forth above are hereby incorporated herein by this reference.

Section 2. The Board finds that the Minor Development Subdivision meets the requirements of Section 16-3-70 of the Elizabeth Municipal Code.

Section 3. The Board hereby approves the Minor Development Subdivision for the property located at 350 South Elbert Street, creating four (4) residential lots as shown in the subdivision plat attached hereto as Exhibit A and incorporated herein by this reference.

Section 4. This approval is conditional upon: (a) the applicant providing an updated title commitment demonstrating clear and marketable title free of all liens and encumbrances to the Town within ten (10) days of this conditional approval; (b) satisfaction and release of all outstanding municipal liens totaling \$1,266.11 as shown in the title commitment prior to final plat recordation; and (c) compliance with all applicable building codes, design guidelines, and subdivision improvement agreements.

PASSED, APPROVED, and ADOPTED this 26th day of AUGUST 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Harmony Malakowski, Deputy Town Clerk



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor Ternus, Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
Jeff Engel, Chief of Police
DATED: August 26, 2025
SUBJECT: Amending Rates Related to Vehicle Identification Number (VIN) Inspections

BACKGROUND

The Town of Elizabeth currently charges ten dollars (\$10.00) for Vehicle Identification Number (VIN) Inspections conducted within the Town of Elizabeth. The Board has asked that the rates be re-evaluated to reflect actual costs of providing the services in relation to adjacent communities..

ANALYSIS

In reviewing adjacent communities, many charge two (2) distinct charges: one associated with on-site VIN Inspections and a secondary rate regarding off-site VIN Inspections. Additionally, the Colorado State Patrol performs an additional specialized VIN Inspection which includes a review of the roadworthiness of the vehicle.

The following are rates charged by other jurisdictions:

- Elbert County - \$20.00 for on-site; \$35.00 for off-site inspections.
- Highlands Ranch - \$20.00 for all inspections.
- Castle Rock - \$20.00 for on-site; \$30.00 for off-site inspections.
- Parker - \$25.00 for all inspections.
- Colorado State Patrol - \$54.00 for VIN and road-worthy certification.

STAFF RECOMMENDATION

Town Staff recommends the rate be established at twenty-five dollars (\$25.00) for inspections occurring at the Elizabeth Police Department and \$35.00 for all other inspections occurring within the jurisdiction of the Town of Elizabeth.

BUDGET CONSIDERATIONS

The rate increase will likely result in a nominal increase in revenue for the General Fund.

ATTACHMENTS

A Resolution Amending and Setting Rates for Vehicle Identification Number (VIN) Inspections for the Town of Elizabeth.

RESOLUTION 25R29

A RESOLUTION AMENDING AND SETTING RATES FOR VEHICLE IDENTIFICATION NUMBER (VIN) INSPECTIONS FOR THE TOWN OF ELIZABETH.

WHEREAS, the Elizabeth Police Department is currently authorized to charge ten dollars (\$10.00) for Vehicle Identification Number (VIN) Inspections conducted by the Elizabeth Police Department; and

WHEREAS, the Board of Trustees has sought an increase in these rates to better reflect the time and expenses incurred in conducting such VIN Inspections.

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

SECTION 1. The Board of Trustees hereby amends and establishes the rate of twenty-five dollars (\$25.00) for each VIN Inspection conducted at the Elizabeth Police Department, and VIN Inspections occurring at any other location within the Town of Elizabeth shall be thirty-five dollars (\$35.00) per occurrence.

SECTION 2. This Resolution shall become effective upon passage.

PASSED, APPROVED, and ADOPTED this 26th day of August 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Harmony Malakowski, Deputy Town Clerk



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor Ternus, Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 26, 2025
SUBJECT: License Agreement with Maverix Broadband, Inc.

BACKGROUND

Beginning in November 2023 Maverix Broadband, Inc. and the Town of Elizabeth have worked to complete a fiber-optic network for portions of the Town of Elizabeth. Specifically, the goals were to allow for fiber connections for certain Town facilities as well as Wireless Access Points at certain locations along Main Street and Running Creek Park.

In order to complete the project, and to assist in further build-out of the fiber network within the Town of Elizabeth, the parties have negotiated a License Agreement for final action by the Board of Trustees. Maverix Broadband, Inc. has already executed the agreement, and it has been approved as to form by the Town Attorney.

ANALYSIS

The License Agreement negotiated and prepared by the Town Attorney is nearly identical to similar agreements negotiated with other service providers in the Town that need using lands otherwise owned by the Town of Elizabeth.

STAFF RECOMMENDATION

Staff recommends the approval of the License Agreement by the Board of Trustees.

BUDGET CONSIDERATIONS

N/A

ATTACHMENTS

License Agreement between the Town of Elizabeth and Maverix Broadband, Inc.

A Resolution Authorizing the Mayor Elizabeth to Enter into a License Agreement with Maverix Broadband, Inc.

RESOLUTION 25R30

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF ELIZABETH TO ENTER INTO A LICENSE AGREEMENT WITH MAVERIX BROADBAND, INC. FOR PUBLIC RIGHTS OF WAY

WHEREAS, Maverix Broadband, Inc. is a Colorado corporation identified as a “Telecommunications Provider” who operates within the geographical boundaries of the Town of Elizabeth; and

WHEREAS, Maverix Broadband, Inc. may wish to install Facilities upon or within certain public rights of way within the corporate boundaries of the Town in order to provide Telecommunication Services; and

WHEREAS, the Town is authorized under the constitution and laws of the State of Colorado to grant consent to Telecommunication Providers to occupy the public rights of ways for such purposes; and

WHEREAS, the Board of Trustees have determined that it is in the interests of the Town of Elizabeth to enter into the License Agreement attached hereto as **Exhibit A**.

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

SECTION 1. The Mayor of the Town of Elizabeth is hereby authorized to enter into License Agreement between the Town of Elizabeth and Maverix Broadband, Inc. and to execute the same on behalf of the Town of Elizabeth.

PASSED, APPROVED, and ADOPTED this 26th day of August 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Harmony Malakowski, Deputy Town Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this, "License Agreement") is entered into this 15th day of July, 2025, by and between the Town of Elizabeth, a Municipal Corporation (hereinafter referred to as "Town") and Maverix Broadband, Inc., a Colorado corporation (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Town is a Colorado municipality and possesses police power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a Telecommunications Provider" as that term is defined in Section 6 of Article I; and (b) that it operates within the geographical boundaries of the Town of Elizabeth; and

WHEREAS, Licensee provides its Telecommunications Services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement or revocable permit; and

WHEREAS, Licensee may wish to install Facilities upon or within certain public rights of way within the corporate boundaries of the Town in order to provide Telecommunications Services; and

WHEREAS, Town is authorized under the constitution and laws of the State of Colorado to grant consent to Telecommunications Providers to occupy the public rights of way for such purposes;; and

WHEREAS, the Town and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. "Telecommunications Act" shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) "Facilities" means all physical components of the Licensee used to provide

Telecommunications Services which are located, or to become located pursuant to this License Agreement, within the Town and are reasonably necessary, useful or convenient to provide Telecommunications Services within the territorial boundaries of the Town, including without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds and other structures and appurtenances. This term shall also include any Facilities which were installed under the any prior License Agreement between the Town and Licensee.

(b) "Leased Facilities" means all physical components used by Licensee to provide Telecommunications Services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the Town.

3. "Account" shall mean each telephone or telecommunications access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer's premises over which the customer may send or receive any telephone, telegraph, fax, data, video or other similar telecommunications signals; except that "Account" shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. "Jurisdiction" shall mean within the corporate boundaries of the Town of Elizabeth as now or hereafter constituted.

5. "Rights of Way" shall mean any public street, way, place, alley, sidewalk, trail, path, easement, park, square, median, parkway, boulevard or plaza that is dedicated to public use.

6. "Telecommunications Provider" shall (1) have the meaning as that term is defined under Colorado and federal law, including but not limited to § 38-5.5-102(3), C.R.S. and 47 U.S.C. § 153(51) and (2) also include, solely for the purposes of this Agreement, the term "broadband provider" as that term is defined in § 38-5.5-102(1.3), C.R.S., except that for purposes of this Agreement this term shall not include a cable operator.

7. "Telecommunications Services" shall (1) have the meaning as that term is defined under Colorado and federal law, including but not limited to 47 U.S.C. § 153(53) and (2) also include, solely for the purposes of this Agreement, the term "broadband service" as that term is defined in § 38-5.5-102(1), C.R.S., except that for purposes of this Agreement this term shall not include cable services.

8. "Wireless Communications Facility" or "WCF" means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to

the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee's compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state and federal laws, and further subject to the Town's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit and building code requirements) and the Town's prior and superior right to usage for municipal purposes, Town hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive and royalty-free license to make reasonable use of the Rights of Way to construct, install, operate and maintain Licensee's Facilities within the Town to and for the benefit of the Town and the inhabitants of the Town; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the Town reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other Telecommunications Providers.

3. The Town retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted in the event that Licensee materially breaches its obligations under this License Agreement and fails to cure any such breach on or within ten (10) days after the date Licensee receives written notice of such breach from Town;

(b) To use, control and regulate the use of the Town streets, roads, easements, other public places and the Rights of Way, and the space above and beneath the same;

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable for any public or municipal purpose or project at Licensee's sole cost and expense, as determined at the sole discretion of the Town, which judgment must be exercised in a reasonable manner; and

(d) To require a separate permit for each site or excavation upon which Licensee would otherwise be required to obtain such a permit.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for

Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confers only the right to make reasonable use of the Rights of Way for Licensee's provision of Telecommunications Services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term as defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV – FEES

1. **Annual License Fee** – In addition to any building permit fees required by the Town, the Annual License Fee shall be as provided in the following table depending on the type of facility installed by Licensee:

Type of Facility:	Annual License Fee:
Equipment Placed Underground	The Town's standard underground utility rate to offset the cost of Town review

2. Licensee shall pay in advance to Licensor the Annual License Fee for the coming year for each facility for which a permit has been obtained hereunder. The Annual License Fee for all such permitted sites installed during any given month will commence and be due on the first day of the following month (the "License Fee Commencement Date").

ARTICLE V - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed and maintained so that none of the Facilities endanger the lives, health or safety of persons, or interfere with any public improvements the Town or other governmental entities (including any storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including but not limited to vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to commencement of construction of any portion of its telecommunications system within the Town (other than Leased Facilities), Licensee shall furnish to the Town the

general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the Town environment. Such plans and reports may be reviewed by the Town to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been reasonably minimized. The Licensee shall comply with all regulatory requirements of the Town lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the Town, consistent with the provisions of the Town's right-of-way permitting process.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the Town's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Town of the construction plans, (b) procure appropriate excavation permits pursuant to Town regulations, (c) pay all review fees associated with such permits, and (d) comply with all Town requirements related to locating facilities within the Town's rights-of-way.

4. All construction, excavation, maintenance and repair work done by Licensee shall be done in a workmanlike and expeditious manner which reasonably minimizes the inconvenience to the Town, the general public and individuals. Licensee shall be liable for any damage to the Town or Town owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by Licensee shall comply with all applicable codes of the Town and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The Town shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the Town Engineer or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to Town for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation and replacement of Facilities by Licensee shall be subject to regulation by Town including as to (a) the location of Facilities in or upon the streets, alleys and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference

with public property, water mains, sewer mains, electric and natural gas facilities, streetlights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The Town Engineer may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to reasonably minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to reasonably minimize interference with trees, natural features and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within conduit of other Telecommunications Providers or utilities.

6. Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its Facilities in, on, over or under any Rights of Way in such manner as Town may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement or Town project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the Town. In the event Licensee fails to act within a reasonably allocated time, the Town may cause Licensee's Facilities to be relocated, and Licensee shall be liable to Town for the costs thereof. In the event Town causes Licensee's Facilities to be relocated, Town shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

7. Except where specifically authorized by the Town, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of Town or of authorized local exchange carriers are presently located above-ground, the Town Engineer will allow Licensee's Facilities to also be located above-ground unless the Town Engineer has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the Town subsequently determine for any area of the Town that telephone or telecommunications wires, cable television cables or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event Licensee fails to act within a reasonable allocated time the Town may cause Licensee's Facilities to be relocated, and Licensee shall be liable to Town for the costs thereof. In the event Town causes Licensee's Facilities to be relocated, Town shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VI - ADDITIONAL TOWN REGULATION

1. The Town expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances and rules and regulations as may be deemed necessary by the Town to promote the health, safety and welfare of its inhabitants and their property.

2. If, during the term of this License Agreement, the Town is authorized pursuant to Colorado Law to collect compensation for use of the Rights of Way by Telecommunications Providers and the Town enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of Telecommunications Providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to reasonably minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, Telecommunications Providers and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with Town, authorized utilities and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than 500 feet in length, Licensee shall, whenever feasible, provide Town and all utilities, cable television franchisees, authorized Telecommunications Providers, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by Town, and such utilities, cable television franchisees, authorized Telecommunications Providers, and local exchange carriers. If Town desires additional conduit installed, it will so notify the Licensee and the Town shall be responsible for the additional incremental expense for installing such additional conduit. If a utility, cable television franchisee, authorized Telecommunications Provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense for installing such additional conduit. This section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine

connections of customers to installed network not involving significant line extension nor other excavations of limited scope.

3. Notwithstanding anything to the contrary in paragraph 2 of this Article, in order to reasonably minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, Town may request Licensee to install one additional conduit for exclusive use by Town for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the Town shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense for installing such additional conduit, handholes and pullboxes.

ARTICLE VIII - INDEMNIFICATION

1. Licensee shall install, construct, maintain and operate its telecommunications system in a safe manner providing reasonable protection against injury or damage to any and all persons or property. Licensee specifically agrees to indemnify, defend and hold Town harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions of failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the Town. Town shall not be liable for, and Licensee shall indemnify, defend and hold the Town harmless from all costs, damages and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the Town, other users of the Rights of Way, or a force majeure event. Licensee shall have sole control over the defense, investigation and settlement of any such claims, however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the Town without the prior written consent of the Town. In the event Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to Licensee. Licensee also hereby agrees to pay all reasonable expenses of the Town incurred by the Town in defending itself with regard to any such damages, claims or penalties, including all out-of-pocket expenses, reasonable attorney' fees, and the reasonable value of any services rendered by the Town Attorney, his assistants, or any employees of the Town (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the Town.

2. The Town will provide notice to the Licensee of the pendency of any claim or

action against the Town arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. The Licensee shall thereafter be required to appear and defend any such claim or action. Nothing herein stated shall limit the Licensee's obligation of full indemnification of the Town hereunder.

ARTICLE IX - INSURANCE

Prior to commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than \$2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the Town as an additional insured, shall contain a waiver of right of subrogation against Town and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse and underground property damage hazards. A certificate of insurance shall be filed with the Town's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to Town prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the Town may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE X - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. Provided that Licensee remains in compliance with the terms of this Agreement, Licensee may elect to extend the term of this License Agreement for six (6) additional five (5) years terms by providing written notice to Town of Licensee's desire to exercise the foregoing option to extend the term of this License Agreement.

ARTICLE XI - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, Town shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or

injunctive relief, (b) monetary damages, and (c) termination. In the event Town is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating the License Agreement for cause on account of any default by Licensee, Town shall provide Licensee with written notice of the default and afford Licensee a reasonable period in which to cure the default.

3. In the event the term of this License Agreement expires, then Licensee shall remove its telecommunications system, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, at Licensee's option, the ownership of the telecommunications system (or abandoned portions) may be transferred to the Town, in which event, all obligations and liabilities of Licensee under this Agreement in connection with the portion of the telecommunications system so transferred to the Town shall terminate.

4. Licensee may cancel this Agreement at any time, as described below, upon ninety (90) days' written notice to the Town, subject to the indemnification requirements of this Agreement, the removal provisions set forth in Section 3 above, and any other provisions that survive the termination of this Agreement.

ARTICLE XII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the Town:

with a copy to:

If to Licensee: Maverix Broadband, Inc.
 10940 S Parker Rd
 Suite 418
 Parker, CO 80134
 info@maverixbroadband.com

ARTICLE XIII - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event the Town or Licensee identifies terms and conditions which, if applied to the Town or Licensee hereunder, would be more favorable than those included herein, the Town or Licensee as applicable shall notify the other party of such terms and conditions and the parties shall have the option to renegotiate with respect to such terms and conditions.

ARTICLE XIV - SUCCESSORS AND ASSIGNS

This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XV - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument.

ARTICLE XVI - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVII- LAWS GOVERNING/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this Agreement shall be in the District Court located in Elbert County, Colorado.

ARTICLE XVIII - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XIX - PUBLIC DISCLOSURE

The Licensee acknowledges that this Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* as same may be amended, and accordingly may be disclosed to the public.

ARTICLE XX - AMENDMENT

This Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXI - ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Licensee and the Town have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

TOWN OF ELIZABETH,
A Municipal Corporation

By _____

Title: _____

By _____
Mayor

LICENSEE:
Maverix Broadband, Inc.

By DA AL _____

Title: CEO _____



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor Ternus, Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
DATED: August 26, 2025
SUBJECT: Temporary Burn Restrictions within the Town of Elizabeth

BACKGROUND

Section 10-5-210 of the Elizabeth Town Code [Ordinance 25-04] authorizes the Board of Trustees for the Town of Elizabeth to implement temporary burn restrictions within the Town. Any such restriction would be based on a substantial likelihood of danger to persons or property arising from the current atmospheric conditions, a lack of moisture, and that such restrictions are for the health, safety, and welfare of the community.

The fire restrictions established in Section 10-5-210 are consistent with those of Elbert County, and are otherwise established as follows:

SECTION 1. Open fires and open burning within the jurisdictional boundaries of the Town of Elizabeth are strictly prohibited. The term *open fires and open burning* shall be defined as any outdoor fire, including but not limited to campfires, warming fires, charcoal grill fires, fires in wood-burning stoves, the use of explosives, outdoor welding or hot work, fireworks of all kinds or brands, and the prescribed burning of fence lines or rows, fields, farmlands, rangelands, wildlands, trash and debris. Open fires shall not include:

- a. Fires in camp stoves or grills, fueled by bottled gas or pressurized liquid, and specifically designed for cooking or heating purposes;
- b. Fires in permanently constructed stationary masonry or metal fireplaces specifically designed for the purpose of combustion; and
- c. Fires in commercially operated wood and/or charcoal fired grills designed for cooking.

SECTION 2. These restrictions shall remain in effect until the date and time otherwise set forth above. The duration of the restriction may be extended or modified by Resolution of the Board of Trustees based on continuing adverse fire conditions.

SECTION 3. It remains unlawful for any person to build, maintain, attend, or use an open fire or conduct open burning within the Town of Elizabeth, including public, private, State, and Federal Lands, in violation of this Resolution.

ANALYSIS

Effective August 7, 2025, Elbert County, Colorado has been under Stage II Burn Restrictions. Upon consultation with the Elizabeth Fire Protection District, the Town of Elizabeth has been requested to implement the same restrictions within the Town of Elizabeth.

STAFF RECOMMENDATION

Staff joins the Fire Department in supporting the temporary ban on open fires until October 1, 2025 or until such time as the conditions allow for the amendment or cancellation of the ban.

BUDGET CONSIDERATIONS

N/A

ATTACHMENTS

A Resolution Implementing Temporary Burn Restrictions within the Town of Elizabeth, Colorado.

RESOLUTION 25R31

A RESOLUTION IMPLEMENTING TEMPORARY BURN RESTRICTIONS WITHIN THE TOWN OF ELIZABETH, COLORADO

WHEREAS, Section 10-5-210 authorizes the Board of Trustees for the Town of Elizabeth to implement temporary burn restrictions within the Town of Elizabeth; and

WHEREAS, the Board of Trustees for the Town of Elizabeth specifically find that substantial danger to persons and properties currently exist due to current atmospheric conditions, a lack of moisture, and the need to preserve water resources; and

WHEREAS, the Board of Trustees have determined that temporary burn restrictions are necessary for the preservation of health and safety, and for the protection of public convenience and welfare; and

WHEREAS, the following restrictions are imposed until Wednesday, October 1, 2025 at 8:00 o'clock AM, or unless and until otherwise modified by the Board of Trustees by Resolution.

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

SECTION 1. Open fires and open burning within the jurisdictional boundaries of the Town of Elizabeth are strictly prohibited. The term *open fires and open burning* shall be defined as any outdoor fire, including but not limited to campfires, warming fires, charcoal grill fires, fires in wood-burning stoves, the use of explosives, outdoor welding or hot work, fireworks of all kinds or brands, and the prescribed burning of fence lines or rows, fields, farmlands, rangelands, wildlands, trash and debris. Open fires shall not include:

- a. Fires in camp stoves or grills, fueled by bottled gas or pressurized liquid, and specifically designed for cooking or heating purposes;
- b. Fires in permanently constructed stationary masonry or metal fireplaces specifically designed for the purpose of combustion; and
- c. Fires in commercially operated wood and/or charcoal fired grills designed for cooking.

SECTION 2. These restrictions shall remain in effect until the date and time otherwise set forth above. The duration of the restriction may be extended or modified by Resolution of the Board of Trustees based on continuing adverse fire conditions.

SECTION 3. It remains unlawful for any person to build, maintain, attend, or use an open fire or conduct open burning within the Town of Elizabeth, including public, private, State, and Federal Lands, in violation of this Resolution.

SECTION 4. Any person convicted of violating Elizabeth Town Code Section 10-5-210 shall, upon conviction, be punished by a fine of not more than the amount set forth in Section 1-4-20 of the Town Municipal Code for each separate offense and may be enjoined from any further or continued violation.

SECTION 5. Nothing contained herein shall be construed to preclude prosecution under any other applicable statute, including but not limited to prosecution under Section 18-13-19, the Colorado Revised Statutes, or any other applicable statute, ordinance, rule, order , or regulation.

PASSED, APPROVED, and ADOPTED this 26th day of August 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Harmony Malakowski, Deputy Town Clerk



TOWN OF ELIZABETH

PATRICK G. DAVIDSON, TOWN ADMINISTRATOR

TO: Honorable Mayor Ternus, Members of the Board of Trustees
FROM: Patrick Davidson, Town Administrator
Mike DeVol, Director of Public Works
DATED: August 26, 2025
SUBJECT: Resolution Setting Water and Sewer Base Rates for the Town of Elizabeth

BACKGROUND

By terms of the Elizabeth Town Code, the Board of Trustees are authorized to establish water and sewer rates by Resolution. No changes have been made to either the base or consumption rates for either water or wastewater services since November 8, 2016. Because the water and wastewater systems are operated as Enterprise Funds, both of these entities should set costs and rates equivalent to any other business. As such, when the costs of operations increase, there should be a corresponding increase in the charges associated with providing water resources and accepting wastewater. This has not occurred. Instead, the Town has relied on interest income and tap revenue to hold rates artificially low.

In applying the United States Department of Labor statistics, the \$41.41 base rate for water established in 2016 should now be set at \$55.43 to maintain equilibrium with inflation. Staff recommended an evaluation of rates in 2022, and a formal study performed by the Colorado Rural Water Association recommended specific increases for implementation in 2023.

During the Board's budget discussions on August 12, 2025, a majority of the Board requested an analysis of increasing base rates by 5%. This memorandum and attached Resolution follow that request.

ANALYSIS

The following are the base rates that would be established in meeting the Board's request of a 5% increase to the fees.

Rate Type	Current Rate	Proposed Rate
Water Base < ¾"	\$41.41	\$43.48
Water Base > ¾"	\$131.30	\$137.87
Sewer Base < ¾"	\$47.47	\$49.84
Sewer Base > ¾"	\$151.50	\$159.08
Car Wash Base Rate	\$151.50	\$159.08

STAFF RECOMMENDATION

At this time, the base rates charged within both Enterprise Funds generate insufficient income to cover the costs of annual operations. While the proposed 5% rate increase will not make the funds self-sufficient from rates, it does provide additional revenue to start to close the deficiency.

BUDGET CONSIDERATIONS

The proposed 5% rate increase in the Water Fund should generate approximately \$29,925.49 in additional revenue. The proposed increase in the wastewater base rate should generate approximately \$34,292.93 in additional revenue in that fund.

ATTACHMENTS

Spreadsheet Documenting Change in Base Rate Revenue

A Resolution Amending Resolution 16R27 Setting Water and Sewer Base Rates for the Town of Elizabeth, Colorado.

Rate Type	2025 Base Rate	Number of Customers	2025 Revenue	5% Rate Increase	2026 Base Rate	Number of Customers	2026 Revenue
3/4" residential water service	\$ 41.41	1049	\$521,269.08	\$ 2.07	\$ 43.48	1049	\$ 547,332.53
1" residential water service	\$ 131.30	7	\$ 11,029.20	\$ 6.57	\$ 137.87	7	\$ 11,580.66
3/4" commercial water service	\$ 41.41	73	\$ 36,275.16	\$ 2.07	\$ 43.48	73	\$ 38,088.92
1" commercial water service	\$ 131.30	19	\$ 29,936.40	\$ 6.57	\$ 137.87	19	\$ 31,433.22
Total			\$598,509.84				\$ 628,435.33
TOTAL ADDITIONAL REVENUE WATER							\$ 29,925.49
3/4" residential sewer service	\$ 47.47	1062	\$604,957.68	\$ 2.37	\$ 49.84	1062	\$ 635,205.56
1" residential sewer service	\$ 151.50	4	\$ 7,272.00	\$ 7.58	\$ 159.08	4	\$ 7,635.60
3/4" commercial sewer service	\$ 47.47	75	\$ 42,723.00	\$ 2.37	\$ 49.84	75	\$ 44,859.15
1" commercial water service	\$ 151.50	17	\$ 30,906.00	\$ 7.58	\$ 159.08	17	\$ 32,451.30
Total			\$685,858.68				\$ 720,151.61
TOTAL ADDITIONAL REVENUE SEWER							\$ 34,292.93
TOTAL ADDITIONAL REVENUE							\$ 64,218.43

RESOLUTION 25R32

A RESOLUTION AMENDING RESOLUTION 16R27 SETTING WATER AND SEWER BASE RATES FOR THE TOWN OF ELIZABETH, COLORADO.

WHEREAS, Section 13-2-100 of the Town of Elizabeth Municipal Code authorizes the Board of Trustees to establish a water rate schedule by Resolution; and

WHEREAS, Section 13-3-140 of the Town of Elizabeth Municipal Code authorizes the Board of Trustees to establish a sewer rate schedule by Resolution; and

WHEREAS, the water and sewer base rates within the Town of Elizabeth have not been adjusted since November 8, 2016, resulting in substantial cost-savings to the residents and commercial enterprises within the Town; and

WHEREAS, the cost of providing water and wastewater services increases every year, at an amount equal to or greater than the rate of inflation, and that the base rates established in 2016 cannot continue to produce sufficient revenue for the operation of these utilities; and

WHEREAS, the Board of Trustees wants to ensure that the water and wastewater systems continue to operate efficiently and effectively.

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

SECTION 1. The Board of Trustees hereby amends water and wastewater base rates as follows:

- a. For water users residing in the corporate limits of the Town of Elizabeth, for three-fourths inch (3/4") or smaller taps, the water base rate shall be forty-three dollars and forty-eight cents (\$43.48) per month.
- b. For water users with a service address within the corporate limits of the Town of Elizabeth, for greater than three-quarter inch (3/4") taps, the water base rate shall be one hundred thirty-seven dollars and eighty-seven cents (\$137.87) per month.
- c. For sewer users with a service address within the corporate limits of the Town of Elizabeth, for three-fourths inch or smaller water taps, the sewer base rate shall be forty-nine dollars and eighty-four cents (\$49.84) per month.
- d. For sewer users with a service address within the corporate limits of the Town of Elizabeth, for greater than three-fourths inch taps, the sewer base rate shall be one hundred fifty-nine dollars and eight cents (\$159.08) per month.

- e. For uses with a service address within the corporate limits of the Town for which a car was is the primary, and which is metered separately from any other use or business, the sewer base rate shall be one hundred fifty-nine dollars and eight cents (\$159.08) per month.
- f. Except as set forth by separate agreement approved by the Board of Trustees, users not within the corporate limits of the Town of Elizabeth shall be charged at double the applicable in-Town rate.

SECTION 2. All other provision contained within Resolution 16R27 shall remain in full force and effect, unless otherwise amended by specific Resolution.

SECTION 3. This Resolution shall be effective October 1, 2025.

PASSED, APPROVED, and ADOPTED this 26th day of August 2025, by the Board of Trustees of the Town of Elizabeth, Colorado, on first and final reading, by a vote of _____ for and _____ against.

Angela Ternus, Mayor

ATTEST:

Harmony Malakowski, Deputy Town Clerk

From: [Patrick Davidson](#)
To: [Angela Ternus](#); [Tracy Hutchins](#); [Loren Einspahr](#); [Michael Schroder](#); [Dave Conley](#); [Steve Gaither](#); [Cynthia Thye](#)
Cc: [Patrick Davidson](#)
Subject: Weekly Update for 8-8-2025
Date: Friday, August 8, 2025 10:19:30 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Good morning Mayor, Mayor Pro Tem, and Members of the Board of Trustees. Here is your newest weekly update.

Third Budget Workshop. We will be having a budget workshop on Tuesday, beginning at 6:00PM. For this workshop we will concentrate on the water/sewer revenue and expenditures as requested by the Board, as well as expenditures within the Capital Improvement Fund. Last week I sent out an email with documents prepared in 2023 regarding water and sewer concerns. Those documents are also included in your packet.

Todd Leopold. Todd reached out to check-in on the Board and to see how things are progressing. He thought it might be helpful to do a follow-up session this Fall with the Board. Considering the changes to the Strategic Plan, it would likely be helpful. For purposes of the upcoming budget discussions, the Board should consider if they would like to have another retreat scheduled and budgeted for January/February 2026. Please consider if this is of interest, and staff will seek direction during our budget discussions on Tuesday.

Congressionally Directed Spending. You will recall that this is one of the means that we discussed to fund the Senior Center or the Town Hall/Police project. Having visited with other agencies in the community, for the 2025 budget it appears that Kiowa is on the short list for funding for a redundant water well. For 2026 it appears Pines and the Plains Library is on the funding list for their remodel. If the Town is interested in proceeding with any construction projects to be advanced in 2027, now would be a good time to consider engineering and other preliminary steps.

Compensation Study. Town Staff had a virtual meeting with the consultant for the compensation study. Each employee was provided a questionnaire for completion, and those will be due to their supervisors on Monday the 11th. Supervisors then have until Friday, August 15th to review and check for completeness. As such, things are progressing at the expected pace.

Retirement of 2015 Refunding Bond. We have received confirmation from the bank that the bond cannot be pre-paid, and as such, we have continued to maintain this line item in the budget as originally presented. However, as mentioned in last week's update, pre-payment remains an option on the other debt.

Stage II Burn Restrictions. The Elbert County Sheriff's Office has issued a Stage II Burn Restriction within Elbert County. I have visited with the Fire Chief and depending upon the weather conditions over the next several weeks, he may be asking the Town to implement its burn restrictions during the August 26th Board meeting. I will have the resolution and other documentation prepared in advance as may be necessary.

For your calendars, here are some upcoming events for the Town of Elizabeth:

Ice Cream Social. The last social is on Wednesday, August 13th from 5:00PM to 7:00PM. It will be held at Larmer Park, 340 S. Tabor Street.

Car Show Reminder. Just a reminder that the first full event for Main Street and The Depot will be on Friday, September 5th from 5:00PM to 7:00PM.

Main Street 5k and Family Color Run/Walk. This event is on Saturday, September 13th from 8:00AM to 1:00PM.

Elizabeth Birthday Bash Movie Night. This event will be held on Friday, September 19th from 6:30PM to 8:30PM. It will be held at the Elizabeth High School Student Parking Lot.

Historic Walk and Talk. The 11th annual Walk and Talk will be held on Saturday, September 27th from 9:00AM to 12:00PM. The rally point is the Gesin Lot, with the walk to start promptly at 9:30AM.

Have a great weekend.

Patrick

-

Patrick G. Davidson, Town Administrator

151 S. Banner Street

Elizabeth, CO 80107

(720) 351-4504

pdavidson@townofelizabeth.org



From: [Patrick Davidson](#)
To: [Angela Ternus](#); [Tracy Hutchins](#); [Loren Einspahr](#); [Michael Schroder](#); [Dave Conley](#); [Steve Gaither](#); [Cynthia Thye](#)
Cc: [Patrick Davidson](#)
Subject: Weekly Update 8-15-2025
Date: Thursday, August 14, 2025 3:42:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Design Review Standards & Guidelines January 2011.pdf](#)

Good afternoon, Mayor, Mayor Pro Tem, and Members of the Board of Trustees. Here is your weekly update as I will be out of the office tomorrow.

Update to Health Insurance Rates. As a reminder from Tuesday's Workshop, we received information from our health insurance provider that there will be a marked increase in rates for 2026. We do not generally obtain this information until October; however, it is being provided early due to the large increase predicted for 2026. Medical insurance will increase 17.8%, dental insurance will increase 5%, and there will be no change in vision. We will incorporate these numbers into the budget for further analysis. They estimate the insurance rates will increase by 5.5% for the next few years.

Commercial Property Study. THK Associates, Inc. is a well-known and well-respected entity in Colorado which provides economic data associated with development for both developers and governmental entities. In relation to some work being performed by THK we have been made aware of data related to commercial growth in Elizabeth. In essence, the data indicates there is a large over-abundance of commercial property from Franktown to the Eastern boundary of Kiowa. Specifically, the study indicates that it will take approximately 41 years for the allocated and entitled commercial property to be absorbed and developed for commercial purposes. The net result is that the oversupply of commercial land will deliver very long-term underuse or vacancy of commercial lands with resulting retail economic stagnation. To phrase this analysis differently, there are far too many designated commercial properties in and around Elizabeth, with the net effect being, that there is minimal chance for meaningful commercial economic development for the next 41 years.

Amendment to Design Standards. The following is taken from my 6-20-2025 Weekly Update.

Discussions with Kerry Moore on Building Design Standards. Mr. Moore is wanting the Town to change and update the Town's Design Review Standards and Guidelines. The last revision was in January 2011. Mr. Moore has evidently visited with at least one Board member regarding this request. The goal for Mr. Moore is to modernize the standards and allow for more development. As the Board will recall, updating and reviewing the design standards is item 25.04 on your Strategic Initiative list from your retreat. Because the revisions sought are a combination of Design Standards, Zoning, and the Comp Plan, Staff will be

providing an analysis of the request and visiting with the Board at a future date.

As indicated during the Board Meeting, revisions to the Standards will likely be more complex than merely making small amendments to the Town Code. The Standards specifically call out variations to lots to prevent streetscape monotony and to create design variations through setbacks. Mr. Moore is unhappy with having to create variations in his specific lots, unlike those encountered with Ritoro/Gold Creek/Legacy. As the Board is aware, the design standards established in these PUDs can and do vary depending on specific approval of the Board of Trustees. In the case of Mr. Moore's development, it is being developed on individual lots, applying standardized zoning. As such, compliance with the Design Standards is required. Attached is a copy of the Standards.

Have a great weekend! Please remember tomorrow is the last Friday Night Market for the Summer. I hope to see you there.

Patrick

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pdavidson@townofelizabeth.org



From: [Patrick Davidson](#)
To: [Angela Ternus](#); [Tracy Hutchins](#); [Loren Einspahr](#); [Michael Schroder](#); [Dave Conley](#); [Steve Gaither](#); [Cynthia Thye](#)
Cc: [Patrick Davidson](#)
Subject: CML Press Release and Polis Executive Order Regarding Grants
Date: Thursday, August 14, 2025 9:27:00 AM
Attachments: [D 2025 011 Amending and Supplementing EO D 2025 005 Regarding Strategic Growth.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Good morning Mayor, Mayor Pro Tem, and Members of the Board of Trustees.

Attached please find a press release from CML discussing the newest executive order issued by Governor Polis. The Executive Order ties existing and future state grants to compliance with the Legislature's "Strategic Growth Laws". The executive order is attached. Many of the Strategic Growth Laws were designed to impact the largest communities within the State, such as the Colorado Minimum Parking Requirements (HB 24-1304) which prohibits certain local governments from creating or enforcing minimum parking requirements within a community. The effect of the Executive Order is to require small communities – not identified within the underlying laws – to "voluntarily" conform to the laws to receive state grant funds. Of specific importance to Elizabeth is the prospects of future DOLA grants, Safe Routes to Schools, and Transportation Alternative Plans. Currently we have no grants in process, so it is not of immediate concerns, but may be in the future. I assume ultimately it will be for the Legislative and Judicial branches to resolve.

Patrick

CML Continues Call for Partnership Not Preemption

Executive order redirects wide range of multi-purpose grants by requiring local adoption of state-mandated land use policies

DENVER, Colo. – Wednesday, Aug. 13, 2025 – Today, Gov. Jared Polis issued [Executive Order D 2025 0011](#), an unprecedented expansion of executive authority that redirects state and federal funds from their legislatively intended purposes. The order conditions critical grant funding

for Colorado's municipalities on the administration's arbitrary view of municipalities' compliance with so-called "Strategic Growth Laws" that in many cases have no direct connection with the threatened funding programs. The Colorado Municipal League (CML) is concerned by the Governor's decision to unilaterally reshape funding eligibility without legislative approval or transparent rulemaking.

"We are reviewing the legislation included in EO 2025 011 in detail to see if they are, as we suspect, inconsistent with the mandate of the General Assembly in directing funding to Colorado's local governments for specific purposes," said Kevin Bommer, executive director of the Colorado Municipal League. "The Governor lacks any authority to rewrite laws restricting funding to only so-called 'pro-housing' jurisdictions or to implement a strategic growth plan that has not been endorsed by the legislature."

The Executive Order directs state agencies to establish scoring criteria that could disqualify Colorado's municipalities from 34 grant programs - spanning housing, transportation, and infrastructure - based on subjective compliance assessments, beyond what was contemplated by the laws establishing the programs. This undermines the General Assembly's intent in allocating funds to local governments and risks punishing communities for exercising their home rule authority.

"We trust that the administration will comply with Colorado law regarding administrative rulemaking to ensure a public and transparent process in establishing the frameworks and guidelines mandated by this order," Bommer said. "Changing eligibility requirements without legislative approval for these programs rejects the extensive legislative work that created those programs and is counterproductive to achieving the General Assembly's goals in enacting the programs. The governor's actions appear to us to be unconstitutional and will unfairly obstruct key projects across the state." CML will closely review the order's legal and practical implications, including potential conflicts with statutory funding mandates.

###

[CML Continues Call for Partnership Not Preemption | CML](#)

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THIRD BUDGET WORKSHOP FOR THE 2026 BUDGET YEAR

Recap of Prior Budget Discussions

- The Town operates five (5) separate budgets: general fund; street fund; capital improvement fund; street capital improvement fund; and water/wastewater fund.
- Tax revenue is anticipated to be largely static through 2026.
- Completion of Hillside reconstruction will require savings to be expended.
- Reductions to expenditures in all departments.

Recap of Prior Budget Discussions

- The Board has sought to re-evaluate prior proposals on water and sewer rates for 2026.
- The Board is seeking revisions to the Comprehensive Plan, Water and Sewer Master Plan, the 2040 Transportation Study, a Water Reuse Study and Facilities Master Plan.

Factors to Consider

- The financial landscape of Colorado is changing - state budget deficits, home values, property taxes, interest rates, will all impact the Town.
- In the long-term, the Town may need to consider commercial and residential growth to remain economically viable.
- In the short-term, no single project, development, or store will provide sufficient revenue to create long-term stability – Main Street development, wastewater projects, single businesses.

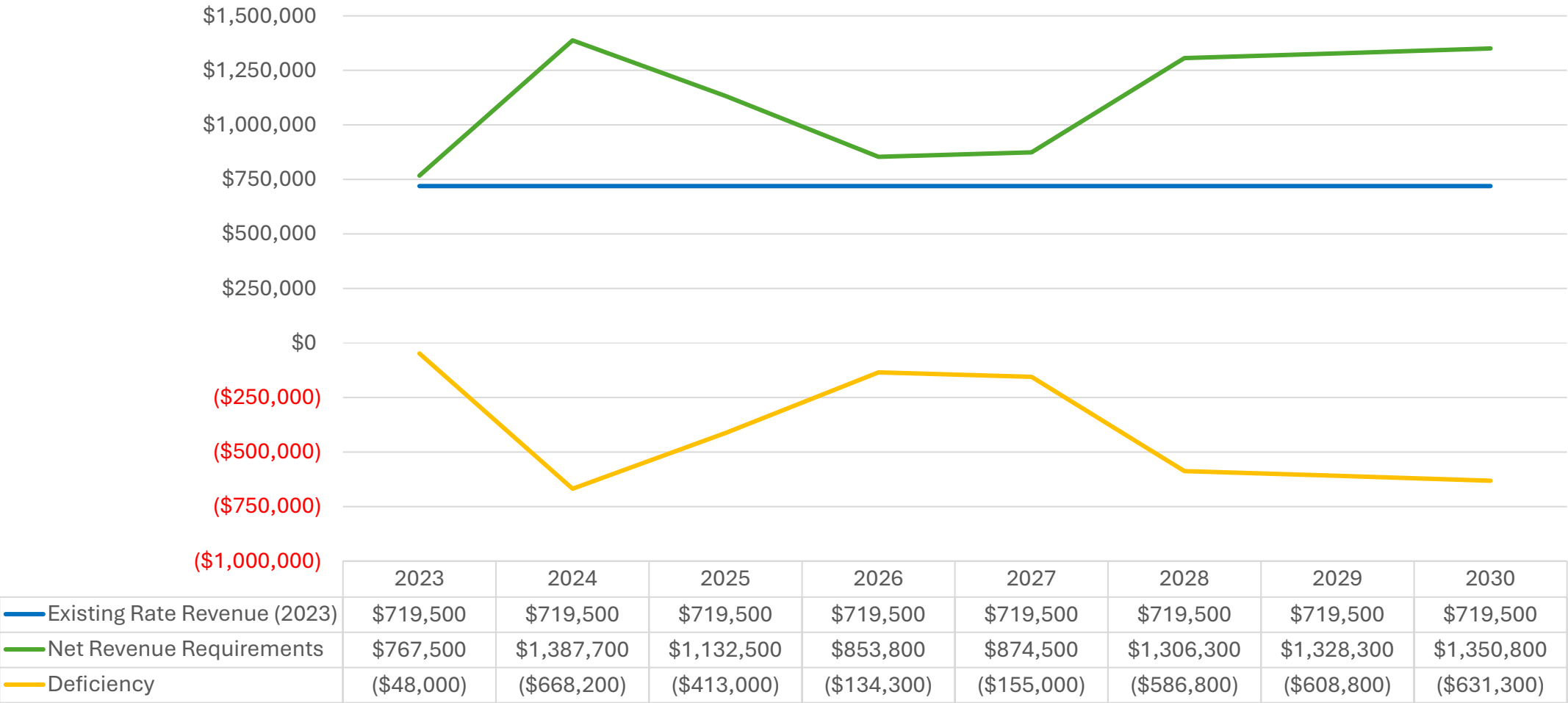
Factors to Consider

- \$1,000,000 in taxable sales on Main Street equals \$10,000 in General Fund revenue.
- \$10,000 in General Fund revenue is the equivalent of Clerk's office supplies for the year.
- \$10,000,000 in taxable sales on Main Street equals \$100,000 in General Fund revenue.
- \$100,000 in General Fund is insufficient to fund one police officer for one year.

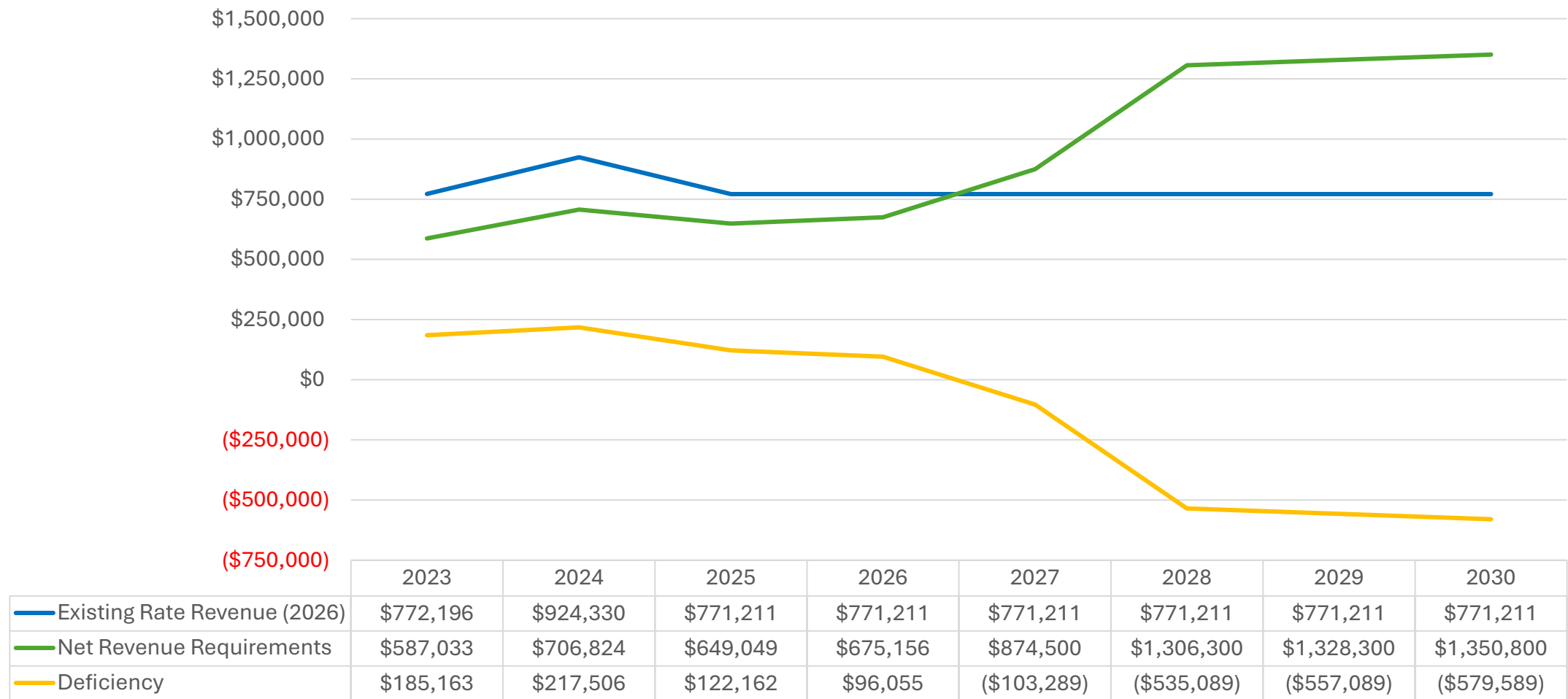


Water and Sewer Rates Revisited

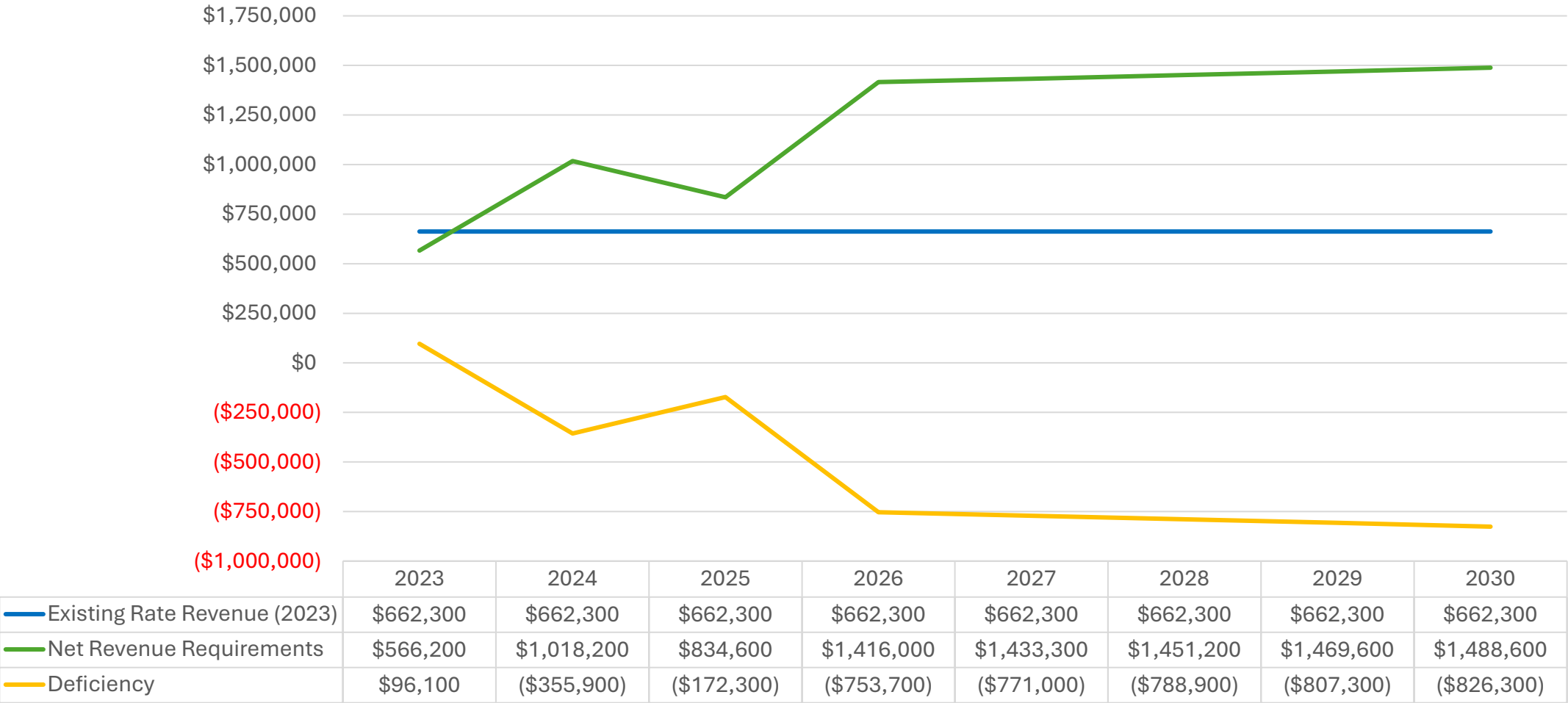
2023 CRWA Water Revenue Requirements



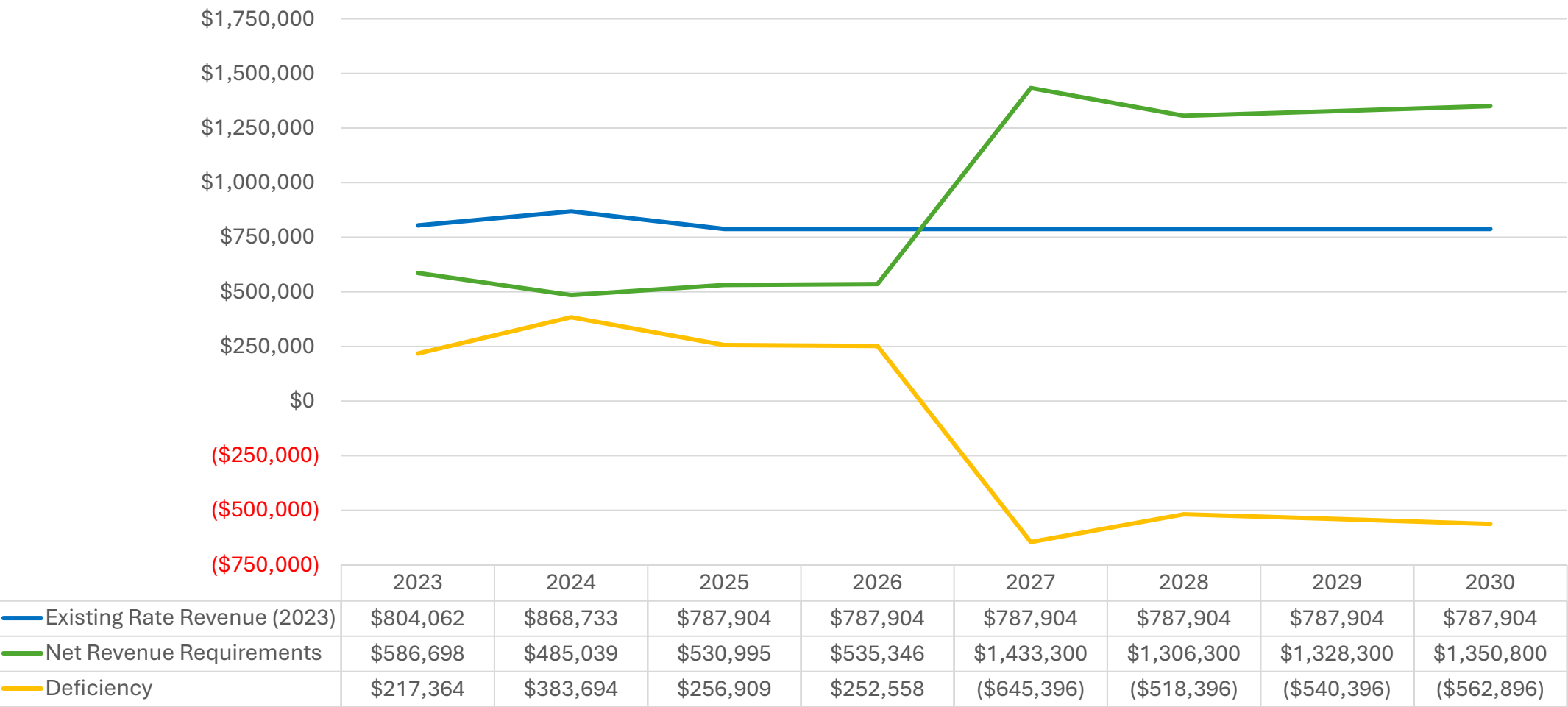
2026 Projected Water Revenue Requirements



2023 CRWA Sewer Revenue Requirements



2026 Projected Sewer Revenue Requirements



Residential Water / Sewer Base Rate Adjustments

	Total Customers	Current Base Rate	2023 Proposed Rate	Annual Revenue Current Base Rate	Annual Revenue 2023 Proposed Base Rate
¾" Water Residential	1,049	\$41.41	\$45.56	\$521,269.08	\$573,509.28
1" Water Residential	7	\$131.30	\$151.00	\$11,029.20	\$12,684.00
¾" Sewer Residential	1,062	\$47.47	\$51.27	\$604,957.68	\$653,384.88
1" Sewer Residential	4	\$151.50	\$174.23	\$7,272.00	\$8,363.04
Total				\$1,144,527.90	\$1,247,941.10
Difference					\$103,413.20

Commercial Water / Sewer Base Rate Adjustments

	Total Customers	Current Base Rate	2023 Proposed Rate	Annual Revenue Current Base Rate	Annual Revenue 2023 Proposed Base Rate
¾" Water Commercial	73	\$41.41	\$45.56	\$36,275.16	\$39,910.56
1" Water Commercial	19	\$131.30	\$151.00	\$29,936.40	\$34,428.00
¾" Sewer Commercial	75	\$47.47	\$51.27	\$42,723.00	\$46,143.00
1" Sewer Commercial	17	\$151.50	\$174.23	\$30,906.00	\$35,542.92
Total				\$139,840.56	\$156,024.48
Difference					\$16,183.92

Residential Base Rate Customers (Assume Winter Water Consumption for ¾”)

Customer Usage	Current Water Charge	Current Wastewater Charge	Proposed Water Charge	Proposed Wastewater Charge	Total Monthly Difference to Customer
2,000 gallons/month	\$41.41	\$47.47	\$45.56	\$51.27	\$7.95/month
3,000 gallons/month	\$45.70	\$56.06	\$50.36	\$60.72	\$9.32/month
5,000 gallons/month	\$54.28	\$73.24	\$59.96	\$79.62	\$12.06/month

Water / Wastewater Deficiency – OPTION 1

ACTION:

Retire the 2007 CWRPDA loan?

RESULTS:

- Loan Balance is \$143,243.00 as of January 15, 2026
- Reduces expenditures in fund by \$74,436.24
- Least impact on Elizabeth customers



Water / Wastewater Deficiency – OPTION 2

ACTION:

Implement 2023 Base Rate Adjustments for Water/Wastewater.

RESULTS:

- Base rate adjustment increases revenue by \$119,597.12
- 2007 CWRPDA loan payment of \$74,436.24 made in 2026
- 2007 CWRPDA loan retired in 2027



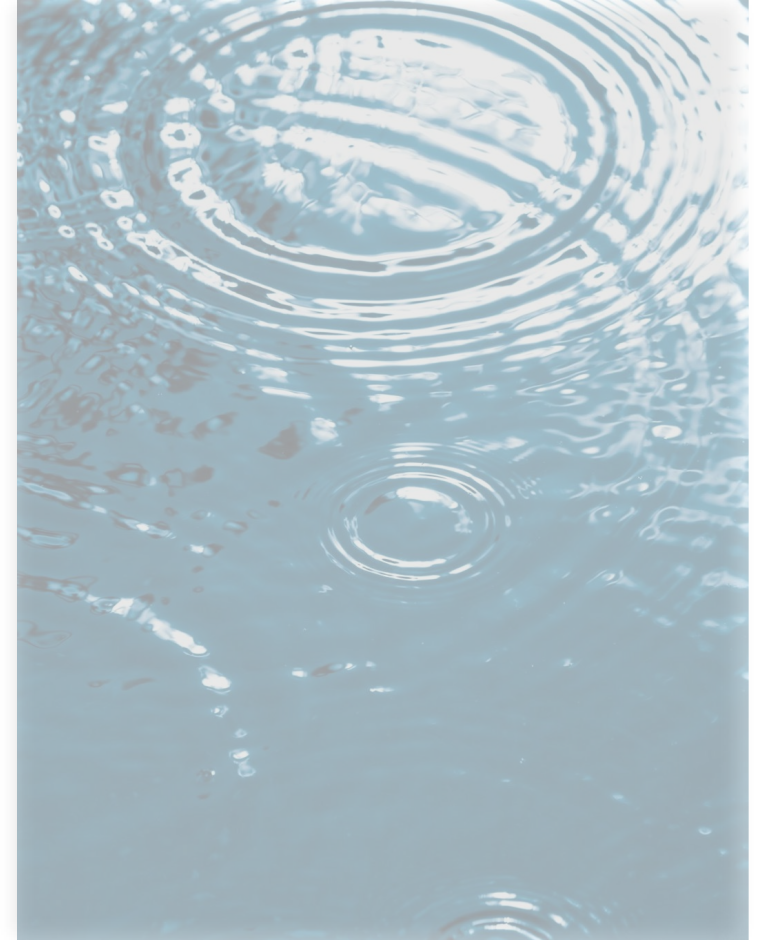
Water / Wastewater Deficiency – OPTION 3

ACTION:

Retire the 2007 CWRPDA loan and implement Rate Adjustments.

RESULTS:

- Reduces expenditures and increases revenue by a total of \$194,033.36
- *May* allow for additional employee
- Provides a small surplus in the overall water and wastewater fund



Proposed Community Studies

2025 Strategic Planning Report dated March 8, 2005

Prioritized Initiative 25-03 for 2025-2026 (Board hold until 2026)

Develop a Comprehensive Infrastructure List and Integrated CIP Plan

Prioritized Initiative 25-04 for 2026-2027

Amend Comprehensive Plan – (a) Zoning Regulations (b) Design Standards/Process (c) Growth Management Strategies

Prioritized Initiative 25-05 for 2026-2027

Develop a Facilities Master Plan and Condition Assessment

Budgeted Costs for Community Studies

Capital Improvement Fund:	
Pre-Comp Plan Education and Outreach	\$ 25,000.00
Amendment to Comp Plan	\$125,000.00
Water/Sewer Master Plan	\$ 50,000.00
Design/Engineering Water Reuse	\$ 50,000.00
Facility Master Plan	\$ 50,000.00
Street Capital Fund:	
Update to Town 2040 Transportation Plan	\$ 50,000.00
Total Estimated Expenses:	\$350,000.00

Community Studies - continued

- What is the goal in updating the Comprehensive Plan?
- Only 2 residential and 2 commercial buildings in 2026
- Existing projects are NOT impacted by any update to the Comprehensive Plan:
 - Main Street Station
 - Gold Creek Commons
 - Banner Paired Homes
 - Pine Ridge Apartments
 - Crossroads
 - Walnut Grove

Community Studies - continued

- Is there an urgency to get the studies completed now, or are there more pressing issues within the Capital Improvement Fund?
- Has the Board of Trustees discussed the prospects of updating the Comp Plan with the Planning Commission?
- Would it be possible to update the Municipal Code in steps to obtain the desired results?

Community Studies - continued



OPTION 1 – proceed with full update to community studies?

OPTION 2 – proceed with small code revisions to anticipate potential infill development?

OPTION 3 – select the most relevant studies first, holding the comp plan amendment until later and determine if necessary?



Comments and Questions



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

ELIZABETH POLICE DEPARTMENT ACTIVITY STATISTICS REPORT

Period: 08/03/2025 to 08/16/2025



ELIZABETH POLICE DEPARTMENT'S MISSION STATEMENT:

"The Elizabeth Police Department is committed to service excellence in protecting life and property, impartial enforcement of law, and building community with those who live, work, and visit, the Town of Elizabeth."

The following is an informational breakdown of EPD police activity from **08/03/2025 at 12:01 a.m. to 08/16/2025 at 11:59 p.m.** This information is compiled from our Records Management System (RMS), identified as New World (NW), as well as Douglas County Regional Dispatch (DCRD) records.

**All suspects/defendants are presumed innocent until proven guilty in a Court of Law. **



425 S. Main St., P.O. Box 1527, Elizabeth, Colorado, 80107
Phone: 303-646-4664 Fax: 303-646-0616
Email: Police@townofelizabeth.org
www.townofelizabeth.org



Colorado Association of
Chiefs of Police



TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

Total Calls for Service:

282

Traffic Stops:

Total Stops:

**Penalty Assessments
Issued:**

Warnings Issued:

39

29

19

Other Calls for Service:

Call Type:	Number of Calls:
911 Rapid SOS	3
Alarm-Business Burglary	6
Alarm-Business Hold Up	1
Alarm-Residential Burglary	1
Animal Complaint	1
Assist to Fire Department	2
Assist to Other Agency	4
Business Check	19
Citizen Assist	5



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Citizen Contact	8
Crime Prevention	15
Dead Animal	1
Disorderly Conduct	1
Disturbance	4
Fireworks	1
Flock	2
Follow Up	17
Found Property	1
Increased Patrol	65
Informational Report	1
Liquor Violation	1
Medical Assist	8
Motorist Assist	2
Municipal Ordinance Violation	4
Motor Vehicle Accident with Property Damage	3
Motor Vehicle Accident with Hazards (DUI)	1
Motor Vehicle Accident with Hazards	1
Motor Vehicle Accident with Unknown Injuries	1
Noise Complaint	1
Park Check	5



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Parking Complaint	8
Report Every Drunk Driver Immediately	2
Sex Offense	1
Special Assignment	2
Suspicious Circumstance	6
Suspicious Person	2
Suspicious Vehicle	10
Traffic Complaint	4
Traffic Hazard	5
Traffic Stop	39
Unwanted Subject	1
VIN Verify	5
Warrant Pickup	3
Welfare Check	8



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Open Patrol Division Criminal Investigations:

Case Number:	Call Type:	Details:
25-1079	Financial Crimes	Investigation into fraud at a local business.
25-1130	Financial Crimes	Investigation into fraud of a resident.
25-2643	Theft	Investigation into a theft at a local store.
25-3222	Sex Offense	Investigation on a sex offense involving a juvenile.
25-5031	Sex Offense	Investigation on a sex offense involving a juvenile.

Open Community Services Division Municipal Ordinance Violations:

Case Number:	Call Type:	Notes:
25-2958	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.
25-3484	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.
25-4312	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.



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25-4349	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.
25-4376	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.
25-4876	Municipal Ordinance Violation	Investigation into a Municipal Ordinance Violation that occurred in Town.

**Please note that limited information regarding open investigations is available. This is to protect the integrity of the investigations. **

Closed Case/Incident Reports:

Case/Incident Number:	Call Type:	Details:
25-4838	Found Property	Property was turned into EPD. The property owner was identified, and the property was returned to them.
25-4810	Mental Health Hold	EPD responded to a suicidal subject. The party was located placed in protective custody. Officers had probable cause to believe the person was an imminent threat to themselves, and as such they were transported to a mental health facility.
25-5177	Warrant Arrest	EPD located a party who had a warrant for their arrest out of Elizabeth Municipal Court. The party was taken into custody and booked into the Elbert County Jail.
25-4876	Municipal Ordinance Violation	EPD Community Services closed an ordinance case. The owner came into compliance with Town Code.



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25-4376	Municipal Ordinance Violation	EPD Community Services closed an ordinance case. The owner came into compliance with Town Code.
25-5135	Sex Offense	EPD responded to an alleged sex offense involving a juvenile. After investigation, it was determined the alleged crime occurred in another jurisdiction. The Department of Human Services and the other jurisdiction were notified.
25-4999	Littering Complaint	EPD Officers located a party who was illegally dumping trash. The party was issued a municipal summons.
25-4226	False Reporting	EPD responded to a report of a party who false reported to law enforcement. After an extensive investigation, there was insufficient probable cause to pursue criminal charges.
25-5076	Mental Health	EPD responded to a party at a Town Park who appeared to be in distress. The party was armed with a hammer. The Officers were able to deescalate the party, who was then taken to the hospital for a mental health evaluation.
25-5069	Found Property	EPD located found property. As the owner was unable to be located, the property was booked into the property room.
25-4907	Motor Vehicle Accident	EPD responded to a vehicle vs. a pedestrian crash. The pedestrian was injured, however not critically. The pedestrian was transported to a local medical facility and will make a full



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		recovery. The motorist was issued a municipal summons.
25-4848	Minor in Possession	EPD Officer conducted a traffic stop. The driver, who was a minor, was found to be in possession of illegal substances. The subject was issued a municipal summons for a traffic and criminal offense.
25-4804	Theft	EPD concluded a case regarding theft involving the sale of government property. After investigation, it was determined that no crime had occurred.
25-5075	Fireworks	EPD responded to a fireworks complaint. Three suspects were located launching arial fireworks. All suspects were issued municipal summons.



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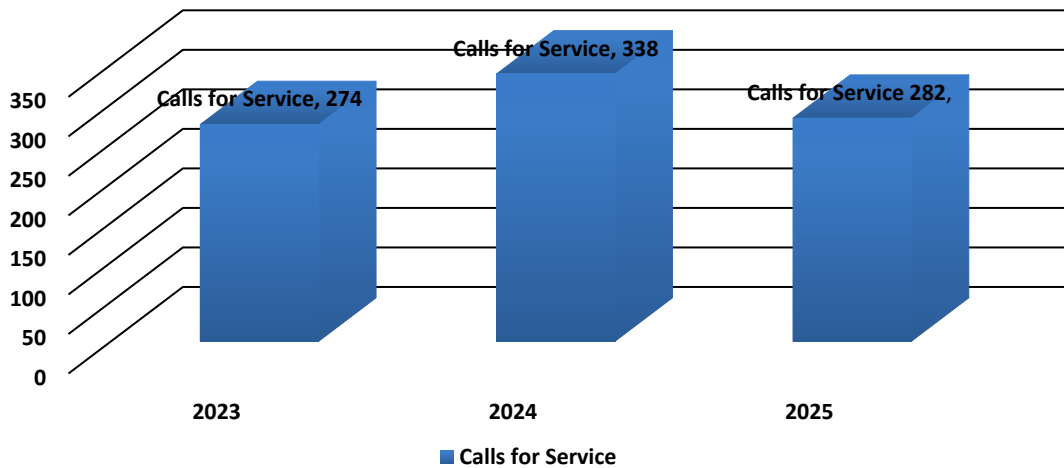


TOWN OF ELIZABETH POLICE DEPARTMENT

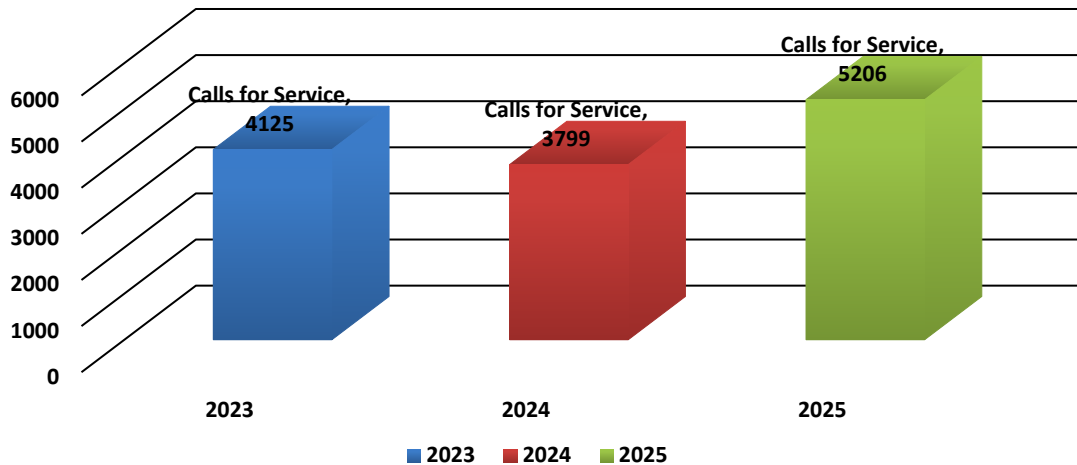
CHIEF OF POLICE JEFF ENGEL

Historical Data:

Calls for Service For Same Period:



Total Calls for Service Year to Date



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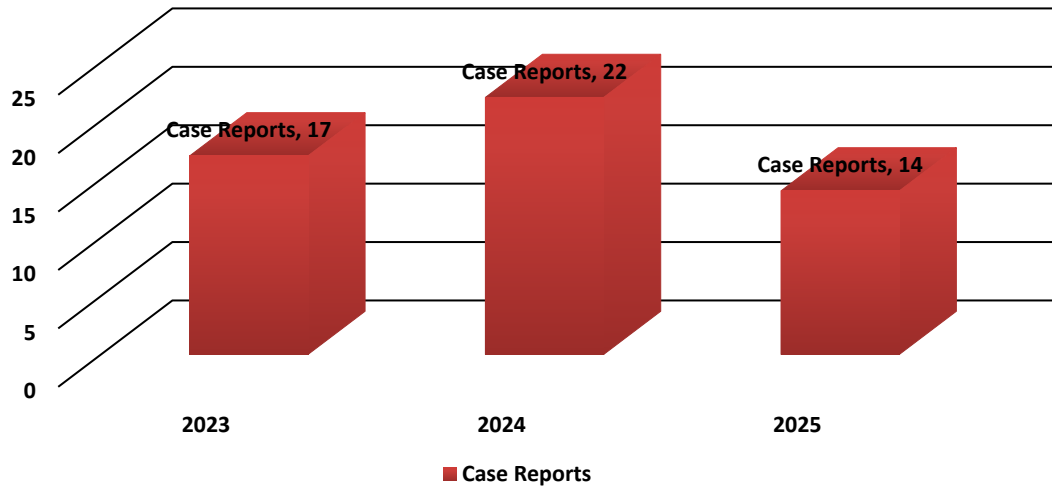
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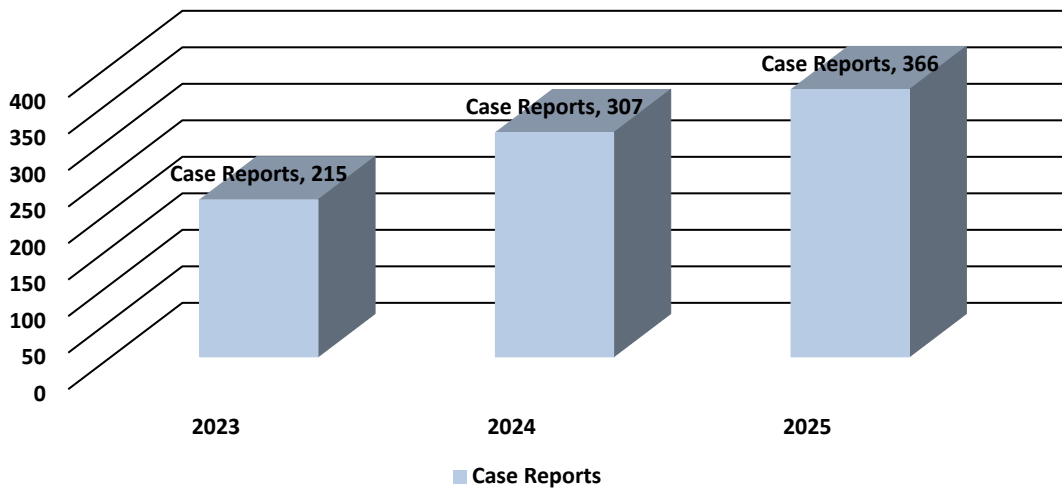
TOWN OF ELIZABETH POLICE DEPARTMENT

CHIEF OF POLICE JEFF ENGEL

Case Reports Pulled For Same Period:



Total Case Reports Pulled Year to Date:



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TOWN OF ELIZABETH

CHIEF OF POLICE JEFF ENGEL

TO: Mayor Angela Ternus, Mayor Pro Tem Tracy Hutchins, Board of Trustees

DATE: August 26, 2025

TITLE: Police Department Monitoring Report

Staffing Update:

Officer Braydon Campbell is entering his final week (shadow phase) of field training.

Departmental Updates:

- The Elizabeth Police Department is ABLE (Active Bystandardship for Law Enforcement Agencies) trained.
 - ABLE is a curriculum developed by Georgetown Law
 - The curriculum intends to develop a culture to reduce mistakes, prevent misconduct, and promote officer wellness.
 - Sgt. Sean Bigler, the ABLE coordinator, did a great job with setting up the training and delivering instruction.
 - The instruction was well received by officers. Good discussions evolved in how, as an agency, we are committed to each other, committed to tenants of ABLE, and committed to serving the Town of Elizabeth with excellence.
- Work on the siding and ADA ramp will begin as soon as next week.
 - The flooring project will follow shortly thereafter.
- The Community of Care program (formerly Citizen Welfare Program) is being re-formalized to address gaps in the community.
 - The Citizen Welfare Program, originally initiated by Officer Steven Herbel, was designed to provide welfare checks for senior members of the community.
 - Following a review of call-for-service data and feedback from community members, the program was renamed and its scope expanded to better meet local needs.
 - The enhanced Community of Care Program now includes resource referrals, liaison services with state and county agencies, and wellness check-ins conducted either by phone or in person.
 - A recent publication helped raise awareness of the program.
 - Since then, Patty Ann and the Victim Advocates have actively supported three community members, connecting them with vital resources and assistance.
 - We sincerely appreciate the dedication and compassion of Patty Ann and her team in helping the Community of Care program grow and evolve.

Case Updates:



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TOWN OF ELIZABETH

CHIEF OF POLICE JEFF ENGEL

-
- A recent traffic stop resulted in the arrest of three subjects and criminal charges of Distribution of Controlled Substances, Possession of Controlled Substances, and traffic violations. Quantities of methamphetamine, fentanyl, prescription medications, and instruments used in the distribution of controlled substances were seized.
 - Elbert County Sheriff's Office Deputy Stephen Leist and his K-9 partner, Chief, assisted with the investigation.

Respectfully,

Jeffery R. Engel

Jeffery R. Engel

Chief of Police



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TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

August 26th, 2025

Management Team Updates

Community Development – Alexandra Cramer, AICP, Planner/Project Manager

- Historic Advisory Board
 - Oral History Program -- The HAB continues to expand their oral history collection available at historicelizabethco.org. Bob Rasmussen and Lynn Mitchell, with the assistance of Dianna Hiatt, have been conducting interviews and compiling oral histories. The website currently features 10 completed oral histories with a backlog of additional interviews to be posted. These have proven to be an effective community engagement tool, with the most recent oral history generating 250+ engagements on Facebook.
 - Historic Building Coloring Contest -- The HAB completed their first historic building coloring contest and received 14 entries. Community voting determined winners from each grade level (K-3rd). The four winners received award bags presented at the First Friday Night Market, and all participants were offered complimentary DQ ice cream cones. The Town thanks the Library District and Elbert County Artist Guild for their partnership on this project. All contest entries can be viewed on the HAB's website.
 - Historic Property Research -- Historic property research efforts are ongoing with several properties completed. As research is finalized, properties are added to the virtual walking tour map on the HAB's website. Property owners receive completed packets of research findings. Staff has received positive feedback from property owners expressing gratitude for the opportunity to meet with HAB members and learn previously unknown history about their properties.
 - 11th Historic Walk and Talk -- The HAB is preparing for their 11th Historic Walk and Talk scheduled for September 27th at 9:30am. Staff anticipates over 150 attendees for this event.
 - The theme of this year's walk and talk is centered around the town's historical figures.
 - Partnership Development -- The HAB is exploring new partnerships with the Library District as well as the Elbert County Historical Society and Museum.
 - The HAB recently took a tour of the Elbert County Museum and got to meet some of their board members.
- Main Street Board of Directors
 - Colorado Main Street Community of the Year Award – The MSBOD was named the Colorado Main Street Community of the Year in 2024. As part of this recognition, the
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Town was awarded professional services from DOLA Main Street with Ayres Associates to conduct a development analysis for the Gesin Lot. The analysis was completed in June with the report scheduled for presentation to the BOT in July.

- Oddfellows Building Mural -- Through DOLA mini grant funds, Staff and MSBOD members collaborated to install a mural on the Oddfellows building in May. The public art installation has received positive community reactions.
- Chamber of Commerce Partnership Development -- The MSBOD is working to build stronger partnerships with the Chamber of Commerce. Staff and MSBOD members have met with the Chamber several times over the past six months to identify collaboration opportunities and improve resources for the business community. Staff also coordinated a meeting with DOLA Main Street and the Chamber to further these discussions. All meetings have been successful, with the Chamber moving forward to assist with 5K sponsorships for the first time.
- 5K and Family Color Run -- The 5K and Family Color Run is scheduled for Saturday, September 13th. Planning has been underway for the past few months with the registration website now live. Staff anticipates over 250 participants this year.
- Main Street Car Show -- The Main Street Car Show is scheduled for Friday, September 5th from 5-7pm. A food truck and local musician have been secured for the event.
- Locable Website Development -- The MSBOD's Locable website continues to grow with approximately 40 local businesses and organizations registered in the directory. The website has been opened to all businesses within Town limits and features numerous events in the calendar. Staff and the MSBOD will continue promoting the website as the Elizabeth area's primary event calendar resource.
- Elbert County Artist Guild Partnership -- The MSBOD has been discussing enhanced partnerships with the Elbert County Artist Guild. Recent meetings between both groups have identified integration opportunities for ECAG participation in Main Street events. As an outcome, ECAG will have a presence at the Main Street Car Show, 5K, and Historic Walk and Talk. The MSBOD is also exploring ways to incorporate local art on Main Street and will continue developing these conversations over the next few months.
- ElizaBash Weekend Promotion -- During ElizaBash weekend, the MSBOD provided Main Street stickers, temporary tattoos, and bags to participating Main Street businesses for patron distribution. The businesses expressed appreciation for these promotional offerings.
- Networking Event -- The MSBOD held a networking event at Elizabeth Brewing Company in May with approximately 50 attendees from various boards, organizations, businesses,

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COMMUNITY DEVELOPMENT DEPARTMENT

and the general public. The event was catered by the Elizabeth High School Culinary Class and was successful.

- Stampede Participation -- The MSBOD attempted to attend the Stampede, but their participation was cut short due to storms and tent malfunctions.
- Greater Elizabeth PROST Master Plan—The master plan is nearing completion with the second draft distributed to the Board of Trustees for review and comments in July. The consultants are awaiting final revisions to the plan. The master plan will likely be presented to the Board of Trustees, Elizabeth Park and Recreation Board, and the Elizabeth School Board for adoption in August.
- 2025 Neighborhood Block Parties -- Neighborhood block parties are underway with three scheduled for 2025. Events are planned for June, July, and August.
- Board Onboarding Packets -- Staff is working on developing onboarding packets for all three boards: Planning Commission, Historic Advisory Board, and Main Street Board of Directors.
- Permit Document Updates -- Staff is updating permit documents and creating a one-stop shop informational packet to streamline the permitting process.
- Staff has been researching alternatives to Placer.ai. We are beginning to schedule demos for these platforms and will report back on their offerings and pricing structure.
- Planning Commission
 - Strong Towns Workshop Series -- The Planning Commission participated in Strong Towns workshops on 08/20/2024 and 09/03/2024. More information can be found on the Town's website under Community Development and Planning Commission. Key Takeaways include:
 - Cities/Towns, like businesses must run a profit to effectively serve the community
 - It is hard to break even on infrastructure projects (streets, sidewalks, water, sewer, etc) unless the adjacent properties contribute enough/significantly in property and/or sales tax (general rule of thumb is 30:1 private to public investment)(\$1million in public improvements should generate \$30million in private investment)
 - Cash infusions from large development projects create the illusion of solvency but generally don't cover long term maintenance of additional infrastructure (infinite timeframe/life of a Town)
 - Suburban development pattern tends to be a larger scale with less productivity when compared to pre-WWII development pattern
 - Towns, Cities, human settlements have developed in similar ways over thousands of years until post WWII suburban expansion

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- The Federal and some State approaches to development, in particular in response to the Great Depression, were top down and provided fuel for accelerated growth (New Deal)
- The pre WWII development pattern Town/City were complex organisms that could adapt with changing variables vs the suburban development pattern is largely a complicated system which is less adaptable to different inputs (resilient vs fragile)(rainforest vs monocrop)
- Incremental development patterns or "little bets" create flexibility in the system versus large scale developments that are completed to a finished state all at once. (Historic Main Streets versus new outdoor shopping malls on the outskirts of a Town/City)
- Incremental development allows for feedback and adaptation during the maturation and thickening up of the community
- Financial Solvency is ESSENTIAL for long-term prosperity
- Land must NOT be squandered (non-renewable resource)
- Job creation and economic growth are the results of a healthy local economy, not substitutes for one
- Local government is the highest level of collaboration (some of the biggest impacts can be made at local level, not state or national for day-to-day life in your Town)
- Incremental investments or "little bets" are ideal way to see sustainable development occur (small local investments versus top-down large scale investment projects)
- Resiliency is key to Strong Towns over efficiency (may be more cost effective to build extra mile of infrastructure because of economies of scale but you ultimately have to pay to maintain that added infrastructure before you need it) Smaller development scale projects and blocks/neighborhoods with many owners and uses can withstand economic impacts better than large scale projects with single or fewer owners and uses
- Adaptability is key to complex system survival (Towns with the ability to adapt to changing wants and needs over time are more resilient than those that are unable to change with varying conditions) Future and current generations may want or need different working, shopping, or living environments than in 1900, 1950, or 2000. Are we allowing for adaptability?
- Additional PC training will be researched to help prepare them for a potential comprehensive plan update.

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TOWN OF ELIZABETH

MIKE DEVOL, PUBLIC WORKS DIRECTOR

TO: Honorable Mayor, Mayor Pro-Tem and Town Board of Trustees
FROM: Mike DeVol, Public Works Director
DATE: August 26, 2025
SUBJECT: Public Works Monitoring Report

***Town Street Paving Improvements Project:**

1. Ongoing projects for the year 2025.
2. Receiving Price quotes for Chip Seal County Road 13 from school water tank North.
3. Terracina/Martin and Aztec Survey in Hillside presently to build data for the upcoming Re-Paving RFP and Wade Park drawings.

***Town Main St. Decorations:**

1. Will remain down for Mainstreet Streetscape project.

***Town Wells, Tanks and Effluent:**

1. The Tank repairs are complete with Bac-T passing and filled at full capacity (1,550,000 gallons).

3. Water Usage Report Attached.

2. Plant Effluent (waste treated outflow) for July 2025 = 5,075,444 gallons
Avg. Daily 163,724 gallons(gpd) or .164mgd and Plant is rated for 500,000 gpd or .5mgd

***Town Water Line (NON) Emergency Repair:**

1. No reports during this reporting period.

***Town Hall/ Repairs/ Landscaping Plan:**

***Town Walkway Repairs:**

1. PW has been completing repairs to various locations throughout town where heaving has occurred.



TOWN OF ELIZABETH

MIKE DEVOL, PUBLIC WORKS DIRECTOR

2. PW has replaced 3 areas of sidewalk that we monitored in the month of August. PW will likely replace 2-3 more areas.

***Town Street Maintenance/Striping Projects:**

1. Striping will take place in the Fall of 2025 as needed.

***Town Snow Plowing and Street Sweeping: SNOW SEASON is right around the corner. PW has begun preparations for Snow Plowing season.**

1. Public Works has been sweeping the streets and mowing Parks and Right of Ways.
2. Public Works has completed the cleaning of Storm Sewers throughout town.

***Town New Wells at Ritoro/Gold Creek Valley:**

1. The new Wells building is complete, and PW is planning an Open House Grand Opening in the Fall of 2025.
2. Landscaping will take place in 2025, and PW will work with the 4 adjacent property owners for their approval of the landscape sketch from Terracina to ensure that we conceal as much of the building as possible from their views.

***Town Trail Project:**

1. Town Trails have remained open with the Depot Lot construction and detention pond. The trail is heavily used for Friday Night Markets as pedestrians use the Spruce St entrance as well as the trail from the crossroads area.

2. PW has seen increased parking along Hwy 86, Harvest Bible and RC Elementary school for trail enthusiasts.

1. Depot Parking has installed all the necessary detention pond, concrete drainage and underground piping. The sanitary sewer line for the bathrooms has been completed and stubbed up. The new water line for an additional Fire Hydrant within the parking lot has been completed and Bac-T passed. The lot will have all concrete curb-gutters poured on August 7th. Sidewalk Concrete will follow and the final grade and road base to prep for the first layer of Asphalt tentatively on August 21st and 22nd. Public Works believe the Parking Lot will be read on September 1st



TOWN OF ELIZABETH

MIKE DEVOL, PUBLIC WORKS DIRECTOR

with Landscape, Fencing, and Lighting to follow. This will allow use of Depot Lot for the Car Show. If you attend the FNM event you can see where the trail will continue across the detention pond just as the original trail did along the Depot lot and the access points for RC Park. There will be mountable curbs and gutters along the South sidewalk to allow vehicle access to the front of the carriage shop.

2. Retrofits for the drainage issue at the Hat shop area will take place within the next 2 weeks.
3. Grates and Design for installation in front of the odd-fellows building will be sent out for cost and timing of installation. Discussions are still ongoing.
4. Public Works will provide weekly updates as the time gets closer for lot usage.

*Gold Creek Lift Station Improvements:

1. Completion of project has begun warranty period and filing completion with CDPHE Permitting.

*Eligibility Surveys for Water and Wastewater Capitol projects have been completed for 2025/2026 and accepted by Colorado Department of Public Health and Environment (CDPHE). The eligibility surveys allow the town to be in line for any funding that may be available for future projects.

*Gold Creek Wastewater Treatment Plant (GCWWTP)

1. No Report

*Town Clean Up Day/ Paint Round-Up/Arbor Day

1. No Report.

*Town Public Works News

5. Public Works was able to open the pedestrian access along Elm St to the FNM for the final FNM.
6. Main Street Scape is moving ahead with punch-list items and scheduling repairs as the CORE/Comcast poles have all been removed.



TOWN OF ELIZABETH

MIKE DEVOL, PUBLIC WORKS DIRECTOR

7. Numerous questions and concerns continue to surface to the point of micro-managing by concerned person(s) on the Main Street Scape. Below is a partial list
 - A. Narrow Streets and Bulb-Outs were approved to aid in slowing traffic making pedestrian safety a priority concern and allow for people to visit and gather along Main St to enhance their shopping and easy accessibility.
 - B. The Large Cottonwood tree that was removed from private property at Main St and Broadway St was a Life, Health Safety issue and needed to be removed.
 - C. Public Works resolve several small issues a day along Main St. and will continue to do so until project final acceptance.
 - D. Public Works is continuing to work with property owners at Odd Fellows and the Alpaca shop to resolve issues arising from construction.
 - E. The Power Supply Pole for the Bank was placed at its location by the sub-contractor for CORE Electric, and PW is working with CORE to have it moved to an agreeable location for the property owner.

***Town Farmers Market:**

1. PW has worked well with EBC for the FNM events.

***Town Parks and Right of Way**

Upcoming Projects:

1. PW has completed 2025 the CDPHE Annual Reporting:
2. Annual Biosolids has been completed for 2025 and sent to CDPHE.
3. Regulation 85 Nutrient Monitoring/Accepted by CDPHE
4. PW has completed a round of PFAF's (radiation/radiological). Results have been reported to CDPHE.
5. Water Augmentation and Recording
6. Water Lead and Copper sampling
7. Water Constituents Metals Sampling
8. Annual DMR (Daily Monitoring Report) Gold Creek Wastewater Plant
9. Tree City USA Application/ Accepted and approved by Tree City USA
10. Trail DOLA findings and Inspections/ Addition of Willow Cuttings Planted
11. PW has completed Highway User Tax Fund (HUTF) reporting and data processing.
12. PW is completing Lead and Copper testing per CDPHE guidelines for 2025



TOWN OF ELIZABETH

MIKE DEVOL, PUBLIC WORKS DIRECTOR

13. Flushing of the entire town's water supply system is completed every 6 months.
14. Cleaning of Storm Drainage systems.

Mike DeVol
Town of Elizabeth
Public Works Director
GCWWTP Operations
303-913-6453
mdevol@townofelizabeth.org



TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

August 26, 2025

The Clerk's / Finance report reflects updates provided by individual Staff members.

Hannah

- The budget is very close to being complete. We are just waiting on the first certification from the county. The deadline is the 25th so we should see it very soon!
- I have been working with each department to ensure accurate coding for expenditures and revenue. This has also given us the opportunity to review recurring expenses.

Allison

- I assisted Town Administrator, Patrick, with pulling together numbers regarding water rates. This entailed running several reports to find the number of customers who have residential ¾", commercial ¾", residential 1" and larger, and commercial 1" and larger water and sewer taps.
- I worked with a family who had limited time to come in to apply for their passports. This meant having them come in outside of our normal application hours. They were very grateful.

Harmony

- Our first form using online submission is now live on the website. We have already seen a couple of submissions come through and are excited to see the workflow working as expected. I'm looking forward to continuing to make our forms available for online submissions.
- I have found a drawer full of old contracts, deeds, easements, and other types of leases. Many of these documents were no longer applicable or are already saved electronically. It was nice to get another drawer cleaned out and the documents scanned and categorized for ease of use.

Michelle

- The final ice-cream social event was a success. People that attended were very engaged and had questions as well as comments. The people I spoke with were happy with events the Town sponsors and that families can attend. It was good to see so many young families engaged.
- Casey Westbrook with the Colorado Parks and Wildlife gave a presentation/talk at the Senior Luncheon this month. We had 41 attendees. People are really enjoying the luncheons and Casey's informative discussion.



TOWN OF ELIZABETH

CLERK'S/FINANCE OFFICE MANAGER'S REPORT

- August court had 44 cases on the docket. Of those cases we had 32 arraignments, 5 reviews, 1 continuance, 2 restitution hearings, and 3 show cause cases. There were no trials in August.
- Allison and I have taken inventory of the Christmas trailer as a step in getting prepared for the Mayor's Tree Lighting.
- I am providing some date changes for Board meetings early, so that Board members can update their calendars.
 - November 11th is Veterans Day, and the office is closed as a holiday, meeting is moved to Wednesday November 12th.
 - November 25th is Thanksgiving Week and has historically been moved to an earlier date. The meeting will be held on Thursday November 20th.
 - The meeting of December 23rd is canceled. This is the week of Christmas and has historically been cancelled.