



## Re-submittal Form

Case Name/ Number: \_\_\_\_\_

Case Manager: \_\_\_\_\_

### Re-submitted Items:

- Development Plan/ Site Plan
- Plat
- Parking/ Landscape Plan
- Engineering Documents
- Subdivision Improvements Agreement (Microsoft Word version)
- Other: \_\_\_\_\_

**\* All re-submittals must have this cover sheet and a cover letter addressing review comments.**

**Please note the re-submittal review period is 21 days.**

The cover letter must include the following information:

- Restate each comment that requires a response
- Provide a response below the comment with a description of the revisions
- Identify any additional changes made to the original document

For County Use Only:

Date Accepted:

Staff (accepting intake):

Resubmittal Active:  Engineering;  Planner;  Right-of-Way; Addressing; Building Safety;

Neighborhood Services; Environmental; Parks; Attorney; Finance; Plan Coordination



*ENGINEERING YOUR VISION*

April 1, 2025

Mr. Brayon Marin, Senior Planner  
Adams County Planning & Development Division  
4430 South Adams County Parkway, Suite W20000A  
Brighton, CO 80601

RE: Responses to Development Team Review Comments – 4<sup>th</sup> Review  
5200 Sheridan Minor Subdivision Plat  
Case No. PRC2024-00016

Dear Brayon,

Regarding the above referenced project and the comments dated March 3, 2025, we offer the following responses:

- PLN01: The updated Case Number (PRC2024-00016) has been updated on all items related to this case.
- PLN02: The revised SIA has been used and is attached to this response letter.
- PLN03: The requested documentation will be provided prior to the public hearing. The documents include:
- Mylars 18" x 24" with wet signatures for the proposed plat
  - A check made payable to Adams County for \$33.00 for recordation purposes
  - Parkland dedication fees of \$21,109.31
  - A copy of taxes paid for fiscal year 2024
  - Three (3) copies of the approved SIA agreement with the corresponding signatures.
- PLN04: Per the Video Meeting held on 3/6 a phasing plan is not needed. Per the follow up email from you on March 24<sup>th</sup>, the following notes were added to the SIA:
- Improvements to the Detention Pond that need to be completed.
  - A note indicating that prior to the issuance of a Building Permit, an EGR is required to address the access, drainage, and easement required for each lot.
  - Improvements to Sheridan Boulevard shall be constructed at the time traffic meets warrants, per CDOT. All design will need to meet Colorado Department of Transportation Design & Construction Manual (CDOT) Access Permit criteria. Please provide a copy of an approved CDOT access permit if required by the State Highway Access Code. A notice to proceed is required prior to construction.

These notes have been included on the SIA ,Section II.7 Additional Conditions.

PLN05: Per the Video Meeting held on 3/6 and follow up, the proposed access easement is acceptable.

ROW1: An updated title commitment dated 3/24/25 has been obtained that addresses the comments. This is attached to this response letter

ROW2 – ROW6, ROW8: These items are addressed with the revised Plat document.

ROW6: Per the coordination between the Owner's Land Planner, Mike Chadwick, and Steve Krawczyk, the note regarding West 52<sup>nd</sup> Avenue has been revised as follows:

*Direct vehicle access is not permitted between adjoining lots and West 52nd Ave without further development review, including but not limited to a traffic report and analysis of any proposed access, and additional Right-Of-Way dedication to facilitate such access.*

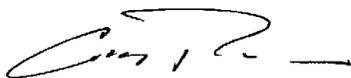
ENG1: Refer to response to ROW6.

At this time, we are submitting the following documents for review.

1. Resubmittal Form
2. Cover Letter
3. Plat Document
4. Subdivision Improvement Agreement
5. Title Commitment

Please do not hesitate to contact me with any questions or if additional information is needed.

Sincerely,  
PURRINGTON CIVIL, LLC



Chris Purrington, P.E.  
Principal

cc: James Goyette

# 5200 SHERIDAN MINOR SUBDIVISION

CASE NO. PRC2024-00016

BEING A REPLAT OF PORTIONS OF TRACT D AND TRACT E, BERKELEY VILLAGE FILING NO. 1 TOGETHER WITH UNPLATTED LANDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M. COUNTY OF ADAMS, STATE OF COLORADO

### OWNERSHIP AND DEDICATION CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PORTION OF TRACTS D AND E, BERKELEY VILLAGE FILING NO. 1, LOCATED IN A PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 19 MINUTES 55 SECONDS EAST, AND ALONG THE EAST - WEST CENTERLINE OF SAID SECTION 18, A DISTANCE OF 60 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF SHERIDAN BOULEVARD, A DISTANCE OF 350 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 36 SECONDS EAST, A DISTANCE OF 494.66 FEET; THENCE NORTH 71 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.20 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, A DISTANCE OF 14.10 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 55 SECONDS EAST, ALONG DISTANCE OF 228.50 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 285.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST, AND ALONG THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE, A DISTANCE OF 113.50 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST AND ALONG THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE, A DISTANCE OF 676.87 FEET TO THE POINT OF BEGINNING.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, AND EASEMENTS UNDER THE NAME AND STYLE OF 5200 SHERIDAN MINOR SUBDIVISION. ALL PUBLIC STREETS ARE HEREBY DEDICATED TO ADAMS COUNTY FOR PUBLIC USE. THE UNDERSIGNED DOES HEREBY DEDICATE, GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS (AND TRACTS) AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENT TO ADAMS COUNTY AND/OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH PUBLIC EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_

OWNER: SBGM LAND TRUST, A REVOCABLE TRUST (DATED 12-24-2008)

BY: JAMES GOYETTE

### ACKNOWLEDGEMENT:

STATE OF COLORADO )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING OWNERSHIP AND DEDICATION CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_, BY JAMES GOYETTE, A TRUSTEE OF THE SBGM LAND TRUST (DATED 12-24-2008).

WITNESS MY HAND AND OFFICIAL SEAL

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

### SURVEYOR'S CERTIFICATE:

I, MATT ROBERT EISENACH, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY OF 5200 SHERIDAN MINOR SUBDIVISION WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 19TH DAY OF AUGUST, 2024, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IT HAS BEEN PREPARED IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICE, IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR SUBDIVISION PLAT AND THE SURVEY THEREOF.

MATT ROBERT EISENACH, PROFESSIONAL LAND SURVEYOR  
COLORADO LICENSE NUMBER 38257

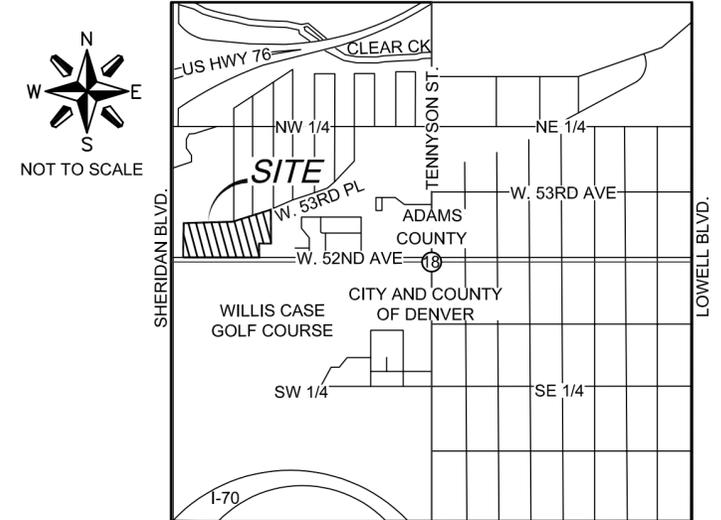
### NOTES:

### SHEET 1 OF 3

- BASIS OF BEARINGS:** THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED AT THE WEST END BY A 3.25 INCH BRASS CAP STAMPED "CITY OF WHEAT RIDGE LS 13212" AND AT THE EAST END BY A 2.5 INCH ALUMINUM CAP (ILLEGIBLE MARKINGS) IS ASSUMED TO BEAR NORTH 89°23'41" EAST A DISTANCE OF 2588.52 FEET.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMAL THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- GROSS LAND AREA FOR SUBJECT PROPERTY IS: 311,828 SQUARE FEET, OR 7.158 ACRES OF LAND, MORE OF LESS.
- THE PURPOSE OF THIS MINOR SUBDIVISION IS TO CREATE THREE (3) LOTS AND ONE (1) TRACT OF LAND AND DEDICATE EASEMENTS AS SHOWN HEREON.
- EASEMENT STATEMENT: FIVE-FOOT (5') WIDE UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY ADJACENT TO THE FRONT LOT LINES OF EACH LINE IN THE SUBDIVISION. IN ADDITION, TEN-FOOT (10') WIDE DRY UTILITY EASEMENTS ARE HEREBY DEDICATED AROUND THE PERIMETER OF LOTS AND TRACTS. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.
- STORM DRAINAGE FACILITIES STATEMENT: THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY OLSSON TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, PUBLIC ROAD RIGHT-OF-WAY AND TITLE OF RECORD OLSSON RELIED UPON TITLE COMMITMENT NO. ABD70772511-1.2, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY HAVING AN EFFECTIVE DATE OF 03/18/2025 AT 5:00 P.M. IF ANY OTHER EASEMENTS, RIGHT-OF-WAYS, VACATIONS, COURT DECREES OR OTHER ENCUMBRANCES AFFECT THIS PROPERTY, THEIR EXISTENCE IS UNKNOWN TO THIS SURVEYOR AND THEREFORE NOT SHOWN.
- NOTICE: PURSUANT TO COLORADO REVISED STATUTES TITLE 13, ARTICLE 80, SECTION 105 (C.R.S. 13-80-105) - YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ALL GENERAL NOTES, DEDICATIONS, AND PLAT RESTRICTIONS, AS SHOWN ON THE PLAT OF BERKELEY VILLAGE - FILING NO. 1, AS RECORDED AT RECEPTION NO. 886210 SHALL APPLY UNLESS SPECIFICALLY AMENDED AND SUPERCEDED HEREBY.
- FIELD WORK WAS COMPLETED IN MAY, 2022.
- AT THE TIME OF SITE SPECIFIC DEVELOPMENT FOR ANY LOT, THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THAT PORTION OF THE DRAINAGE SYSTEM NECESSARY TO SERVICE THAT PARTICULAR LOT. THE SUBDIVIDER SHALL PROVIDE ALL OF THE NECESSARY RIGHTS TO THE FUTURE DEVELOPER SO THAT THE REQUIREMENTS OF THIS NOTE MAY APPLY.
- DIRECT VEHICLE ACCESS IS NOT PERMITTED BETWEEN ADJOINING LOTS AND WEST 52ND AVENUE WITHOUT FURTHER DEVELOPMENT REVIEW, INCLUDING BUT NOT LIMITED TO A TRAFFIC REPORT AND ANALYSIS OF ANY PROPOSED ACCESS, AND ADDITIONAL RIGHT-OF-WAY DEDICATION TO FACILITATE SUCH ACCESS.
- SUBJECT PARCEL IS LOCATED OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON FLOOD INSURANCE RATE MAP NUMBER 08001C0591H, REVISED MARCH 5, 2007.
- SEE LAND USE TABLE ON SHEET 2 FOR OWNERSHIP AND MAINTENANCE.
- AT THE TIME OF DEVELOPMENT OF EACH LOT, ON-SITE IMPROVEMENTS WILL BE REQUIRED TO BE DESIGNED, REVIEWED, AND APPROVED THROUGH A COUNTY ENGINEERING REVIEW; THIS WILL INCLUDE A LEVEL 3 DRAINAGE REPORT, TRAFFIC IMPACT ANALYSIS, AND POSSIBLY AN ACCESS PERMIT. THE CONSTRUCTION OF THESE IMPROVEMENTS WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- AS A PART OF THE REVIEW OF THE LOT 3 DEVELOPMENT APPLICATION, THE APPLICANT WILL HAVE TO PROVE THAT THE PHYSICAL LOCATION AND PHYSICAL STANDARDS OF THE EXISTING ACCESS ARE IN CONFORMANCE WITH THE FIRE DISTRICT STANDARDS.
- AT THE TIME OF SITE SPECIFIC DEVELOPMENT FOR ANY LOT, THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THAT PORTION OF THE DRAINAGE SYSTEM NECESSARY TO SERVE THAT PARTICULAR LOT. THE SUBDIVIDER SHALL PROVIDE ALL OF THE NECESSARY RIGHTS TO THE FUTURE DEVELOPER SO THAT THE REQUIREMENTS OF THIS NOTE MAY BE SATISFIED.

### SHEET INDEX

SHEET 1.....TITLE SHEET  
SHEET 2.....BOUNDARY & LOTS  
SHEET 3.....DEDICATED EASEMENTS



VICINITY MAP

### PLANNING COMMISSION APPROVAL:

REVIEWED BY THE ADAMS COUNTY PLANNING COMMISSION THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

CHAIR \_\_\_\_\_

### BOARD OF COUNTY COMMISSIONERS APPROVAL:

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

CHAIR \_\_\_\_\_

### ADAMS COUNTY ATTORNEY'S CERTIFICATE:

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

### CLERK AND RECORDER'S CERTIFICATE:

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

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

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

REVISION BLOCK		
NO.	DESCRIPTION	DATE
5	ADDRESS COUNTY COMMENTS	3/26/2025
4	LOT & TRACT LAYOUT UPDATES	1/20/2025
3	LOT & ESMT LAYOUT UPDATES - COUNTY COMMENTS	11/04/2024
2	LOT & ESMT LAYOUT UPDATES - MISC.	9/16/2024
1	LOT & ESMT LAYOUT UPDATES, ADDRESS COMMENTS	4/22/2023

**olsson**

1525 RALEIGH STREET, SUITE 400  
DENVER, COLORADO  
TEL 303.237.2072  
www.olsson.com

PLATTED SUBDIVISION APPROVED BY: \_\_\_\_\_ NSS  
PROJECT #: A22-02737  
DATE: 09.16.2024 SHEET 1 OF 3

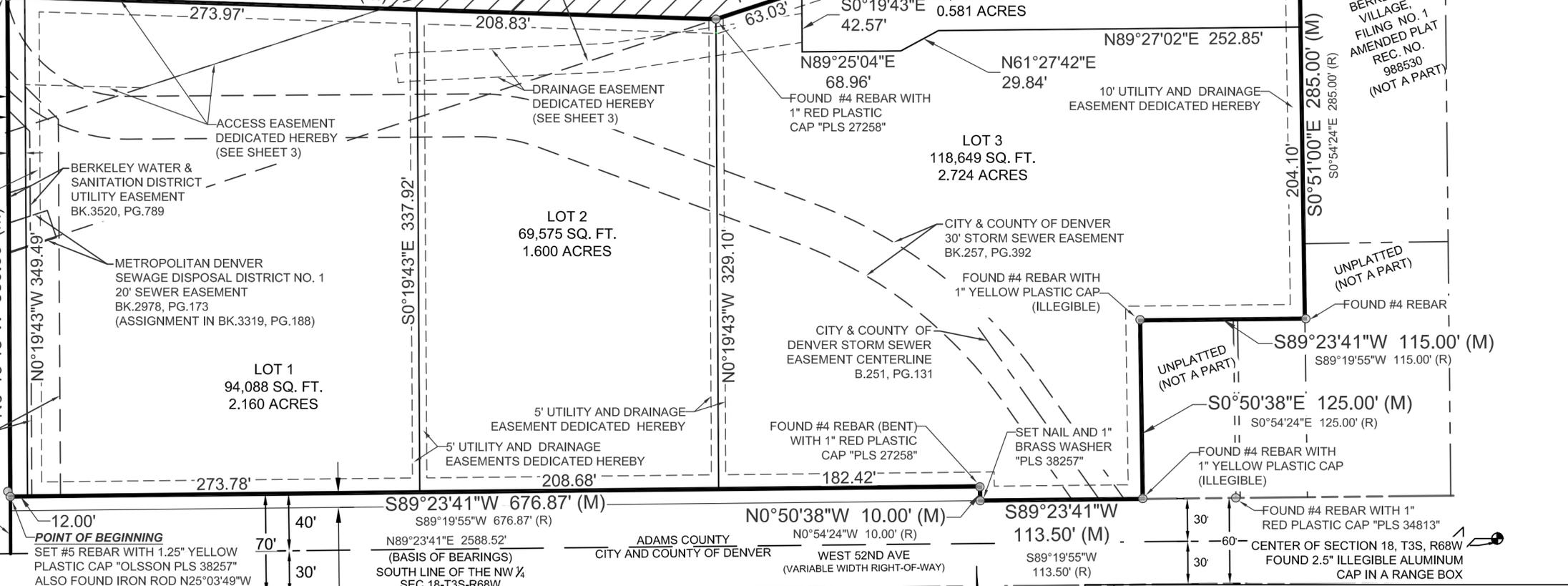
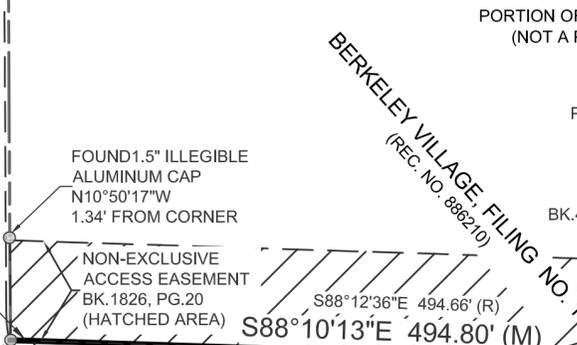
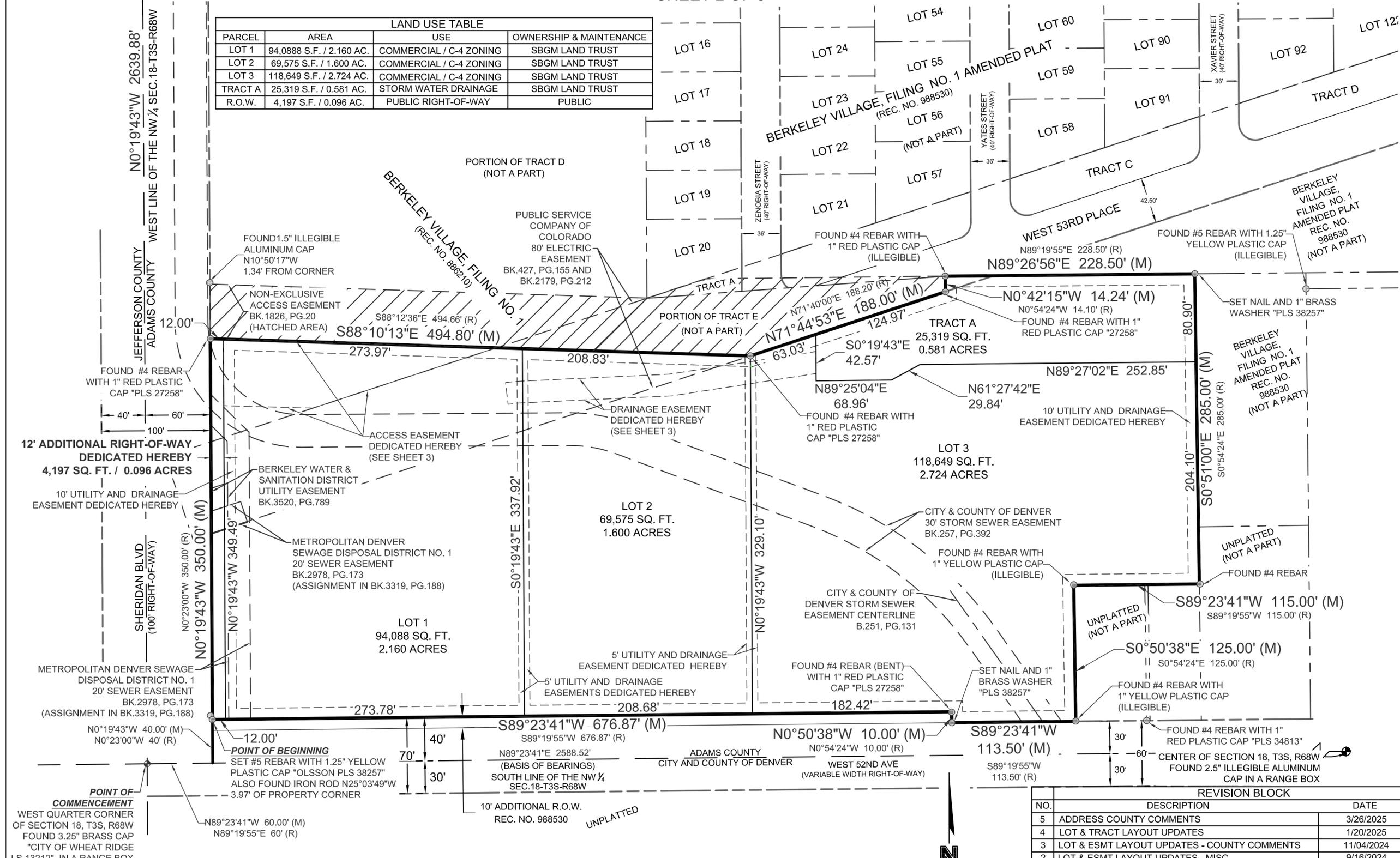
# 5200 SHERIDAN MINOR SUBDIVISION

CASE NO. PRC2024-00016

BEING A REPLAT OF PORTIONS OF TRACT D AND TRACT E, BERKELEY VILLAGE FILING NO. 1 TOGETHER WITH UNPLATTED LANDS  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
 COUNTY OF ADAMS, STATE OF COLORADO

SHEET 2 OF 3

LAND USE TABLE			
PARCEL	AREA	USE	OWNERSHIP & MAINTENANCE
LOT 1	94,088 S.F. / 2.160 AC.	COMMERCIAL / C-4 ZONING	SBGM LAND TRUST
LOT 2	69,575 S.F. / 1.600 AC.	COMMERCIAL / C-4 ZONING	SBGM LAND TRUST
LOT 3	118,649 S.F. / 2.724 AC.	COMMERCIAL / C-4 ZONING	SBGM LAND TRUST
TRACT A	25,319 S.F. / 0.581 AC.	STORM WATER DRAINAGE	SBGM LAND TRUST
R.O.W.	4,197 S.F. / 0.096 AC.	PUBLIC RIGHT-OF-WAY	PUBLIC



**LEGEND**

- FOUND OR SET MONUMENT AS NOTED
- FOUND SECTION CORNER AS NOTED
- BOUNDARY LINE
- - - EASEMENT LINE
- · - · - ADJOINING PROPERTY LINE
- · - · - RIGHT-OF-WAY LINE
- · - · - SECTION LINE

**REVISION BLOCK**

NO.	DESCRIPTION	DATE
5	ADDRESS COUNTY COMMENTS	3/26/2025
4	LOT & TRACT LAYOUT UPDATES	1/20/2025
3	LOT & ESMT LAYOUT UPDATES - COUNTY COMMENTS	11/04/2024
2	LOT & ESMT LAYOUT UPDATES - MISC.	9/16/2024
1	LOT & ESMT LAYOUT UPDATES, ADDRESS COMMENTS	4/22/2023

1" = 60'

SCALE IN FEET

**olsson**

1525 RALEIGH STREET, SUITE 400  
 DENVER, COLORADO  
 TEL 303.237.2072  
 www.olsson.com

PLATTED SUBDIVISION

APPROVED BY: \_\_\_\_\_ NSS  
 PROJECT #: A22-02737  
 DATE: 09.16.2024

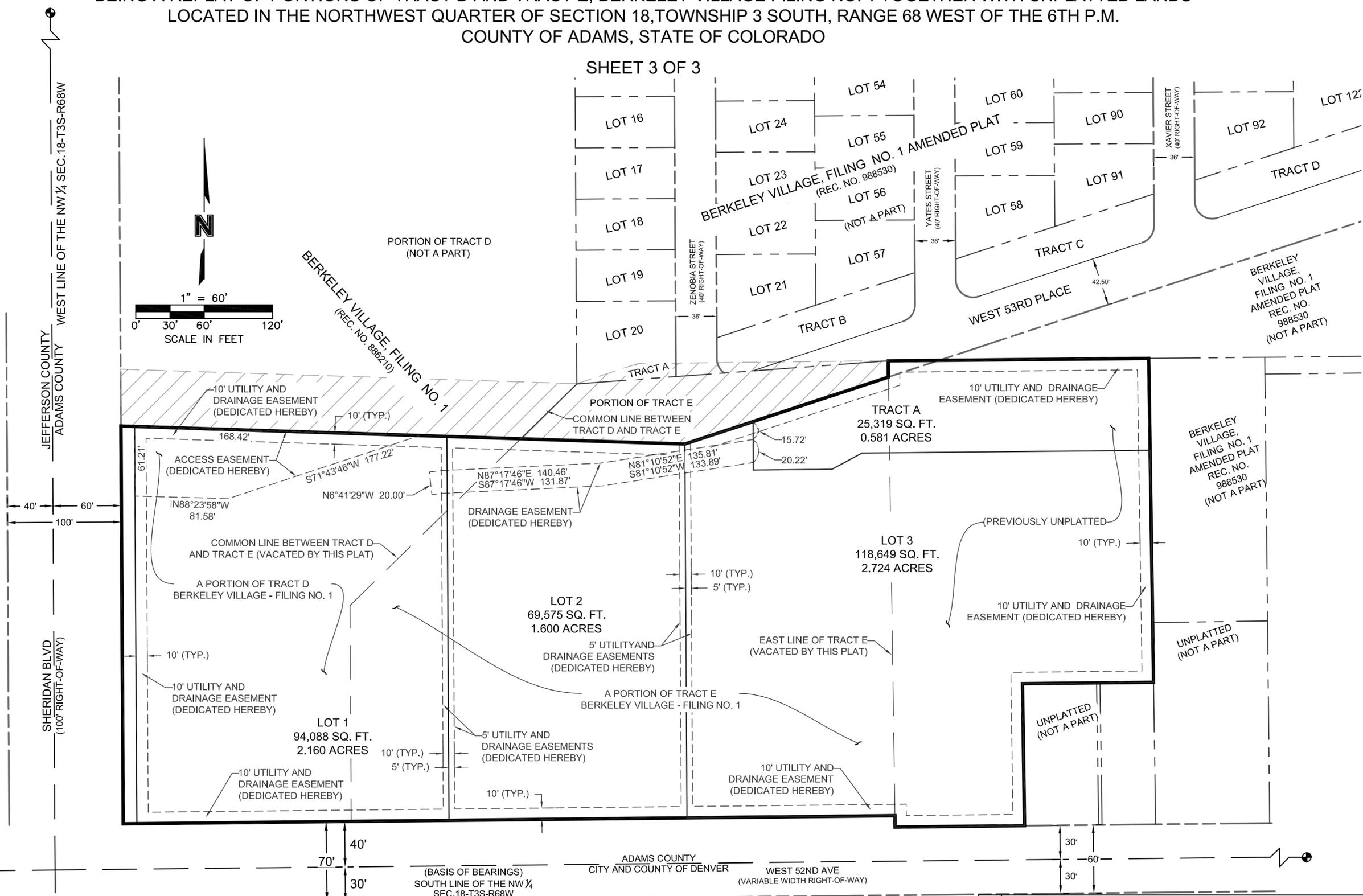
**SHEET**  
2 OF 3

# 5200 SHERIDAN MINOR SUBDIVISION

CASE NO. PRC2024-00016

BEING A REPLAT OF PORTIONS OF TRACT D AND TRACT E, BERKELEY VILLAGE FILING NO. 1 TOGETHER WITH UNPLATTED LANDS  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
 COUNTY OF ADAMS, STATE OF COLORADO

SHEET 3 OF 3



### LEGEND

- FOUND OR SET MONUMENT AS NOTED
- FOUND SECTION CORNER AS NOTED
- BOUNDARY LINE
- - - EASEMENT LINE
- - - ADJOINING PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE

NOTE: THIS SHEET ONLY SHOWS PROPOSED EASEMENTS DEDICATED BY THIS PLAT. EXISTING EASEMENTS ARE NOT SHOWN FOR CLARITY. SEE SHEET 2 FOR ADDITIONAL INFORMATION ON EXISTING EASEMENTS.

REVISION BLOCK		
NO.	DESCRIPTION	DATE
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PLATTED SUBDIVISION

APPROVED BY: \_\_\_\_\_ NSS  
 PROJECT #: A22-02737  
 DATE: 09.16.2024

**SHEET**  
 3 OF 3

## IMPROVEMENTS AGREEMENT

This Improvements Agreement (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2025 (the “Effective Date”), by and between SGBM Land Trust, (“Developer”), whose address is P.O. Box 306, Pine, CO 80470 and the Board of County Commissioners of the County of Adams, State of Colorado (“County”), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601. County and Developer may be referred to in this Agreement collectively as “Parties.”

### I. General

I.1 Purpose. The purpose of this Agreement is to provide for the completion of the Improvements as hereinafter defined for the 5200 Sheridan Minor Subdivision as herein after defined.

#### I.2 Recitals.

a. Developer is the owner and subdivider of the Development and has presented a final plat of the Subdivision to the County for approval.

b. The subdivision statutes of the State of Colorado, Section 30-28-137, C.R.S., and the Adams County Development Standards and Regulations authorize the execution of an agreement with the County to construct required public and/or private improvements, to provide security for completion of said improvements, and deed land for public purposes or right-of-way.

c. This Agreement will provide for the completion of the Improvements within the Subdivision and will protect the County from the cost of completing the Improvements.

I.3 Subdivision. The “Subdivision” shall mean 5200 Sheridan Minor Subdivision with Case No. PRC2024-00016 described in Exhibit “A” attached hereto, and by this reference made part hereof.

I.4 Improvements. The “Improvements” shall mean the street, drainage, and other improvements listed on the attached Exhibit “B” attached hereto, and by this reference made part hereof.

I.5 Plans. The “Plans” shall mean the Improvement plans approved by the County in Case Number EGR2023-00015.

## II. Design and Construction of Improvements

II.1 Engineering Services. Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the Improvements.

II.2 Drawings and Estimates. The Developer shall furnish drawings and cost estimates for all Improvements for approval by the County. Upon request, the Developer shall furnish one set of reproducible “as built” drawings and a final statement of construction costs to the County.

II.3 Construction. The Developer shall furnish and construct, at its own expense the Improvements. The Improvements shall be constructed in accordance with the Plans approved by the County, and to the extent not otherwise provided in the Plans, in accordance with the County’s ordinances, resolutions and regulations.

II.4 Right to Access. At all times during construction/installation of the Improvements, and any warranty period therefor, the County, and its employees, contractors, and agents, shall have the right to access the Property to inspect the Improvements and any other inspections required hereunder.

II.5 Time for Completion. The Improvements shall be completed according to the terms of this Agreement within the “Construction Completion Date” appearing in Exhibit “B”. The Director of the Community and Economic Development Department may, for good cause, grant extension of the time for completion for the Improvements. Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.

II.6 Warranties of Developer. Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of the Developer shall remain in effect until Final Acceptance of the improvements by the County.

### II.7 Additional Conditions.

- a. Improvements listed on the attached Exhibit “B” are for the Detention Pond and appurtenances, Storm Sewer, Maintenance Road, and the Maintenance Road Access (off of West 53<sup>rd</sup> Place) as presented on the approved “Plans”
- b. An EGR is required to address the access, drainage, and easements required for each lot prior to the issuance of a Building Permit.

- c. Improvements to Sheridan Boulevard shall be constructed at the time traffic meets warrants, per CDOT. All design will need to meet Colorado Department of Transportation Design & Construction Manual (CDOT) Access Permit criteria. An approved CDOT access permit may be required per the State Highway Access Code. A notice to proceed will be required prior to construction. These Improvements are not a part of Exhibit “B”.

### **III. Guarantee of Completion of Improvements.**

III.1 Deposit of Collateral. To secure performance of the obligations of the Developer under this Agreement to complete the Improvements, the Developer shall deposit with the County a cash escrow deposit or other acceptable collateral deemed adequate by the County. Said collateral shall be in the amount of \$87,370.92, including twenty percent (20%) to cover administration and five percent (5%) per year based on the Construction Completion Date to cover inflation. If the Construction Completion Date is amended pursuant to Section II.4 of this Agreement, the Developer shall deposit additional collateral to cover inflation in the amount of five percent (5%) per year.

- a. Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to the approval of the Final Plat. No building permits shall be issued until the final plat is approved and all Improvements described in Exhibit “B” have been preliminarily accepted by the Director of the Public Works Department in accordance with Section IV.1 of this Agreement.

III.2 Recording of Agreement. After approval of the Subdivision by the County, this agreement may be recorded in the office of the Clerk and Recorder of Adams County. Upon Final Acceptance of all Improvements by the County, the County shall record a resolution notating that Final Acceptance, releasing the Developer from the obligations under this Agreement.

### **IV. Acceptance and Maintenance of Public Improvements**

IV.1 Preliminary Acceptance. Upon the satisfactory completion of all the Improvements listed in Exhibit “B”, the Developer may request Preliminary Acceptance be granted by the Department of Public Works.

- a. Upon request for Preliminary Acceptance, the County shall inspect the completed Improvements, and if the County finds that the Improvements have been completed in accordance with the Plans and the requirements of this Agreement, the County shall issue Preliminary Acceptance. Completion of said Improvements shall be determined solely by the County.

b. Upon issuance of Preliminary Acceptance, the Developer shall begin the one (1) year guaranty period. During the guaranty period, the Developer shall be responsible for all maintenance and repairs to the public improvements. Failure by the Developer to maintain and repair the Improvements during this period shall be cause for the Department of Public Works to extend the guaranty period until such work is completed.

IV.2 Release of Collateral. Upon Preliminary Acceptance in accordance with this agreement and Section 5-02-05-01 of the County's Development Standards and Regulations, the collateral shall be released. Notwithstanding the foregoing, a reasonable part of said collateral, up to twenty percent (20%) may be retained to guarantee maintenance of the Improvements for a period of one year from the date of Preliminary Acceptance.

IV.3 Final Acceptance. Upon the completion of the one-year guarantee period the Developer may request Final Acceptance of the Improvements.

a. Upon request for the Final Acceptance for the Improvements, the County shall inspect the Improvements, and all repairs or replacements of failed materials, specifications, or workmanship that have been completed. If after inspection, the condition of the Improvements meets County standards, as determined solely by the County, the Department of Public Works shall recommend that the Board of County Commissioners grant Final Acceptance of the Improvements.

b. Upon Final Acceptance by the Board of County Commissioners, all Improvements designated as "public" on Exhibit "B" shall be public facilities and become property of the County or other public agencies upon acceptance.

c. Upon Final Acceptance by the Board of County Commissioners, the remaining collateral shall be released.

## **V. Defaults and Remedies**

V.1 Default by Developer. A default by the Developer shall exist if (a) Developer fails to construct the Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Construction Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.

V.2 Remedies of County. If the County, after notice, determines that a default by Developer exists, and if Developer fails to cure such default within the time specified by the County, the County shall be entitled to (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the collateral provided.

V.3 County Right to Completion of Improvements. The right of the County to complete or cause completion of the Improvements as herein provided shall include the following rights:

- a. The County shall have the right to complete the Improvements, in substantial accordance with the Plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise.

V.4 Use of Funds by County. Any funds obtained by the County through collateral or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Improvements substantially in accordance with the Plans and other requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by the Developer, including reasonable attorneys' fees.

## **VI. Miscellaneous**

VI.1 Indemnifications. Developer shall indemnify and save harmless the County from (a) any and all suits, actions, claims, judgments, obligations, or liabilities of every nature and description which arise from an event or occurrence prior to the date of Final Acceptance and which are caused by, arise from or on account of the construction and installation of the Improvements; and (b) any and all suits, actions, claims or judgments which both arise from an event or occurrence prior to the date of Final Acceptance and are asserted by or on behalf of contractors or subcontractors working in the Subdivision, lot owners in the Subdivision, or third parties claiming injuries to the extent resulting from defective improvements constructed by the Developer. This indemnification shall not apply to claims arising from the negligent acts or omissions of the County. Developer shall pay and any all judgments rendered against the County on account of any such suit, action, or claim, together with all expenses and attorneys' fees incurred by the County in defending such suit, action, or claim. The County shall, within fifteen days after being served with any such claim, suit, or action, provide the Developer with a copy of the complaint. The County agrees that the Developer may also, on its own behalf, become a party to any such action and the

County agrees to execute any documents as may be necessary to allow the Developer to be a party.

VI.2 No Third Party Beneficiaries. Except as herein provided, no person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and materialmen, laborers or others providing work, services, or materials for the Improvements.

VI.3 Notices. Any and all notices, demands, or other communications desired or required to be given under any provision of this Agreement shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by email address as follows:

To Developer:

James Goyette, Trustee  
SBGM Land Trust  
P.O. Box 306  
Pine, CO 80470  
jimgo25@msn.com

To Adams County:

Director, Adams County Community and Economic Development  
4430 S. Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000A  
Brighton, CO 80601  
[email]

With a Copy to:

Adams County Attorney  
Attn: Christine Fitch  
4430 S. Adams County Parkway  
5<sup>th</sup> Floor, Suite C5000B  
Brighton, CO 80601  
Email: cfitch@adcogov.org

VI.4 Successors and Assigns. This Agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer and shall be deemed a covenant running with the real property described in Exhibit "A" attached hereto.

VI.5 Governmental Immunity. Nothing herein shall be deemed by a waiver of the rights, defenses, and limitations afforded to the County in accordance with the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, as may be amended from time to time.

VI.6 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

VI.7 Waiver. No waiver of one or more terms of this Agreement shall constitute a waiver of the other terms. No waiver of any provision of this agreement in any instance shall constitute a waiver of such provision in other instances.

VI.8 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole, or any part thereof, other than the part declared to be invalid.

VI.9 Consent to Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement with respect to this Agreement shall be proper only if such action is commenced in the District Court for Adams County, Colorado.

VI.10 Amendment. This agreement may only be modified, amended, or changed in whole or in part by a separate agreement in writing duly authorized and executed by the Parties hereto with the same formality as this Agreement.

Name  
SBGM Land Trust

By: \_\_\_\_\_  
James Goyette, Trustee

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2025, by \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_.

ATTEST: BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

**EXHIBIT A**

**Legal Description: 5200 SHERIDAN MINOR SUBDIVISION**

A PORTION OF TRACT D AND TRACT E, BERKELEY VILLAGE FILING NO. 1 TOGETHER WITH UNPLATTED LANDS LOCATED IN A PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 19 MINUTES 55 SECONDS EAST, AND ALONG THE EAST - WEST CENTERLINE OF SAID SECTION 18, A DISTANCE OF 60 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF SHERIDAN BOULEVARD, A DISTANCE OF 350 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 36 SECONDS EAST, A DISTANCE OF 494.66 FEET; THENCE NORTH 71 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.20 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, A DISTANCE OF 14.10 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 55 SECONDS EAST, ALONG DISTANCE OF 228.50 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 285.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST, AND ALONG THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE, A DISTANCE OF 113.50 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST AND ALONG THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE, A DISTANCE OF 676.87 FEET TO THE POINT OF BEGINNING.

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ADAMS COUNTY PARCEL NO. 0182518206004

7.183 ACRES

C-4 ZONING

**EXHIBIT B**

**Public Improvements:**

Project: 5200 Sheridan Blvd Minor Subdivision Plat  
 Date: 3/28/25  
 Case #: PRC2024-00016

On-Site Improvements					
Category	Item	Unit	Quantity	Unit Cost	Total Cost
<b>On-Site Storm Sewer</b>	24" HDPE Storm Sewer	LIN FT	296	\$ 15.00	\$ 4,440.00
	CDOT Type 13 Inlet	EA	1	\$ 3,400.00	\$ 3,400.00
	24" Flared End Section	EA	1	\$ 850.00	\$ 850.00
	Storm Manhole 48"	EA	1	\$ 16,500.00	\$ 16,500.00
<b>Total:</b>					<b>\$ 25,190.00</b>
<b>Detention Pond</b>	Outlet Structure	EA	1	\$ 4,750.00	\$ 4,750.00
	MSE Block Wall	SQ FT	1900	\$ 10.00	\$ 19,000.00
	Detention Pond Grading	EA	1	\$ 16,500.00	\$ 16,500.00
	Riprap 6" (VL)	CU YD	5	\$ 120.00	\$ 600.00
<b>Total:</b>					<b>\$ 40,850.00</b>
Improvement Totals					
				<b>Subtotal:</b>	<b>\$ 66,040.00</b>
				20% Administration Cost	\$ 13,208.00
				<b>Subtotal:</b>	<b>\$ 79,248.00</b>
				5% Year 1 Inflation	\$ 3,962.40
				5% Year 2 Inflation	\$ 4,160.52
				<b>Total:</b>	<b>\$ 87,370.92</b>

Estimated Construction Completion Date: 1/15/2027

Initials or signature of Developer: \_\_\_\_\_  
 \_\_\_\_\_



## Customer Distribution



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

Order Number: **ABD70772511.1-2**

Date: **03/24/2025**

Property Address: **5200 SHERIDAN MINOR SUBDIVISION, ARVADA, CO**

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### For Closing Assistance

### For Title Assistance

David Knapp  
5975 GREENWOOD PLAZA  
BLVD  
GREENWOOD VILLAGE, CO  
80111  
(303) 850-4174 (Work)  
[dknapp@ltgc.com](mailto:dknapp@ltgc.com)

---

### Surveyor

PURRINGTON CIVIL  
Attention: CHRIS PURRINGTON  
(303) 956-8353 (Work)  
[chris@purringtoncivil.com](mailto:chris@purringtoncivil.com)  
Delivered via: Electronic Mail

### Surveyor

PURRINGTON CIVIL  
Attention: COLE BRIGHT  
[Cole@purringtoncivil.com](mailto:Cole@purringtoncivil.com)  
Delivered via: Electronic Mail



## Estimate of Title Fees

**Order Number:** ABD70772511.1-2

**Date:** 03/24/2025

**Property Address:** 5200 SHERIDAN MINOR SUBDIVISION, ARVADA, CO

**Seller(s):** SBGM LAND TRUST (DATED 12/24/2008)

**Buyer(s):** TO BE DETERMINED

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

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21	TBD
<b>TOTAL</b>	<b>TBD</b>

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

**Chain of Title Documents:**

[Adams county recorded 01/27/2009 under reception no. 2009000005600](#)

[Adams county recorded 07/25/2003 under reception no. C1181734](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABD70772511.1-2

**Property Address:**

5200 SHERIDAN MINOR SUBDIVISION, ARVADA, CO

**1. Commitment Date:**

03/18/2025 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 07-30-21  
Proposed Insured:  
TO BE DETERMINED

TBD

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

A FEE SIMPLE

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

SBGM LAND TRUST (DATED 12/24/2008)

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

A PORTION OF TRACTS D AND E, BERKELEY VILLAGE FILING NO. 1, LOCATED IN A PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 18;  
THENCE NORTH 89 DEGREES 19 MINUTES 55 SECONDS EAST, AND ALONG THE EAST - WEST CENTERLINE OF SAID SECTION 18, A DISTANCE OF 60 FEET;  
THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00 DEGREES 23 MINUTES 00 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF SHERIDAN BOULEVARD, A DISTANCE OF 350 FEET;  
THENCE SOUTH 88 DEGREES 12 MINUTES 36 SECONDS EAST, A DISTANCE OF 494.66 FEET;  
THENCE NORTH 71 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.20 FEET;  
THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, A DISTANCE OF 14.10 FEET;  
THENCE NORTH 89 DEGREES 19 MINUTES 55 SECONDS EAST, ALONG DISTANCE OF 228.50 FEET;  
THENCE SOUTH 00 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 285.00 FEET;  
THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST, A DISTANCE OF 115.00 FEET;  
THENCE SOUTH 00 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE;  
THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST, AND ALONG THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE, A DISTANCE OF 113.50 FEET;  
THENCE NORTH 00 DEGREES 54 MINUTES 24 SECONDS WEST, A DISTANCE OF 10.00 FEET;  
THENCE SOUTH 89 DEGREES 19 MINUTES 55 SECONDS WEST AND ALONG THE NORTH RIGHT OF WAY LINE OF WEST 52ND AVENUE, A DISTANCE OF 676.87 FEET TO THE POINT OF BEGINNING.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**AMERICAN  
LAND TITLE  
ASSOCIATION**



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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABD70772511.1-2**

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABD70772511.1-2

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

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

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

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.**

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: ABD70772511.1-2

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.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. A TRACT OF LAND ABOUT 1 ROD SQUARE RESERVED AS A BURIAL GROUND IN DEED FROM JAMES BAKER IN LOUIS RAMBOZ, DATED MAY 15, 1873, RECORDED IN BOOK 48 AT PAGE [350](#), OF THE RECORDS OF THE CLERK AND RECORDER OF ARAPAHOE (NOW ADAMS) COUNTY, COLORADO, KNOWN AS THE "JIM BAKER GRAVEYARD". (THE EXACT LOCATION IS NOT DEFINED).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED NOVEMBER 21, 1938 IN BOOK 251 AT PAGE [131](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED RECORDED SEPTEMBER 05, 1939 IN BOOK 257 AT PAGE [392](#).
12. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED AUGUST 28, 1951 IN BOOK 427 AT PAGE [155](#).
13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BERKELEY VILLAGE - FILING NO. 1 RECORDED MARCH 11, 1970 UNDER RECEPTION NO. [886210](#). RATIFICATION RECORDED MAY 19, 1970 IN BOOK 1599 AT PAGE [102](#).
14. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF BERKELEY VILLAGE - FILING NO. 1 - AMENDED PLAT RECORDED JANUARY 31, 1973 UNDER RECEPTION NO. [988530](#).
15. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 04, 1977, IN BOOK 2179 AT PAGE [212](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** ABD70772511.1-2

16. EASEMENT GRANTED TO THE CITY AND COUNTY OF DENVER, FOR SEWER LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 08, 1983, IN BOOK 2766 AT PAGE [418](#), AND INSTRUMENT RECORDED NOVEMBER 23, 1983 IN BOOK 2814 AT PAGE [692](#) AND INSTRUMENT RECORDED MARCH 15, 1985, IN BOOK 2978 AT PAGE [173](#).  
ASSIGNMENT OF INTEREST IN EASEMENT RECORDED MAY 19, 1987 UNDER RECEPTION NO. [B741671](#).
17. RIGHT OF WAY FOR SEWER LINE AS EVIDENCED BY DEED RECORDED SEPTEMBER 11, 1987 IN BOOK 3365 AT PAGE [963](#).
18. EASEMENT GRANTED TO BERKELEY WATER AND SANITATION DISTRICT, FOR WATER PIPELINES, PRESSURE REDUCING VAULT, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 21, 1988, IN BOOK 3520 AT PAGE [789](#).



# ALTA Commitment For Title Insurance

## issued by Old Republic National Title Insurance Company

### NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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 affixed 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, 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 the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. 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>

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

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
303-321-1880



Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## Land Title Guarantee Company

### Disclosure Statements

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

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

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

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

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



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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.