



Re-submittal Form

Case Name/ Number: PLT2024-00035

Case Manager: ~~Lia Campbell~~ David Wright

Re-submitted Items:

- ☒ Development Plan/ Site Plan
- ☒ Plat
- ☐ Parking/ Landscape Plan
- ☐ Engineering Documents
- ☐ Subdivision Improvements Agreement (Microsoft Word version)
- ☒ Other: Cover Letter & Certificate of Taxes Due & Title Commitment

* 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

INDEX

1. Cover Letter
2. Site Plan
3. Plat – pages 1 and 2
4. Certificate of Taxes Due
5. Title Commitment effective February 27, 2025. Also uploaded as a separate document is the Title Commitment with the active links.

July 22, 2025

Tyler and Sarah Bursten
15100 Watkins Road
Brighton, CO 80603
(414) 429-3525

Re: Case Number PRE2021-00020
Re-submittal Form

Commenting Division: Planner Review
Name of Reviewer: David Wright (previously Lia Campbell)

PLN01.

Comment: Sufficient water information not submitted. Please see the comment from the Division of Water Resources. This comment will need to be resolved before this case can go to hearing.

Response: The Division of Water Resources letter dated March 25, 2025 to Lia Campbell states that because of Adams County minimum 300-year useful life of the water supply versus the State's 100-year useful life of the water supply and the annual demand for a single-family dwelling and home/garden/lawn irrigation, we cannot drill into the Lower Arapahoe Aquifer. We would be required to drill into the Laramie-Fox Hill Aquifer resulting in tripling the cost of the well. It is our understanding that Adams County is discussing reducing the annual demand for indoor/outdoor residential usage so this issue is still pending. We are waiting for a response from Nick Eagleson.

PLN02 - Comment: Site plan needs to show setbacks of existing buildings to new lot line.

Response: The site plan has been revised to show the setbacks of the existing buildings to the new lot line. Revised site plan is attached.

PLN03 – Comment: Need a certificate of Taxes Due from the treasurer's office.

Response: Copy of the Certificate of Taxes Due is attached.

Commenting Division: Environmental Analyst Review
Reviewer: Megan Grant

ENV2 – Comment: Please provide documentation and approval from the Division of Water Resources for Adams County review:

Response: See response in PLN01 above.

ENV6. OWTS – Proposed Subdivision: The language under “An example plat note” has been added to the plat. Revised Plat attached.

Commenting Division: Attorney Review

Reviewer: Sally Daggert

Comment: The plat is missing the signature blocks, dedication statement for the new 10 foot wide drainage and utility easement between Lots 1 and 2, and other plat notes – ROW identified these issues.

Response: The requested changes have been made to the Plat. Revised Plat is attached.

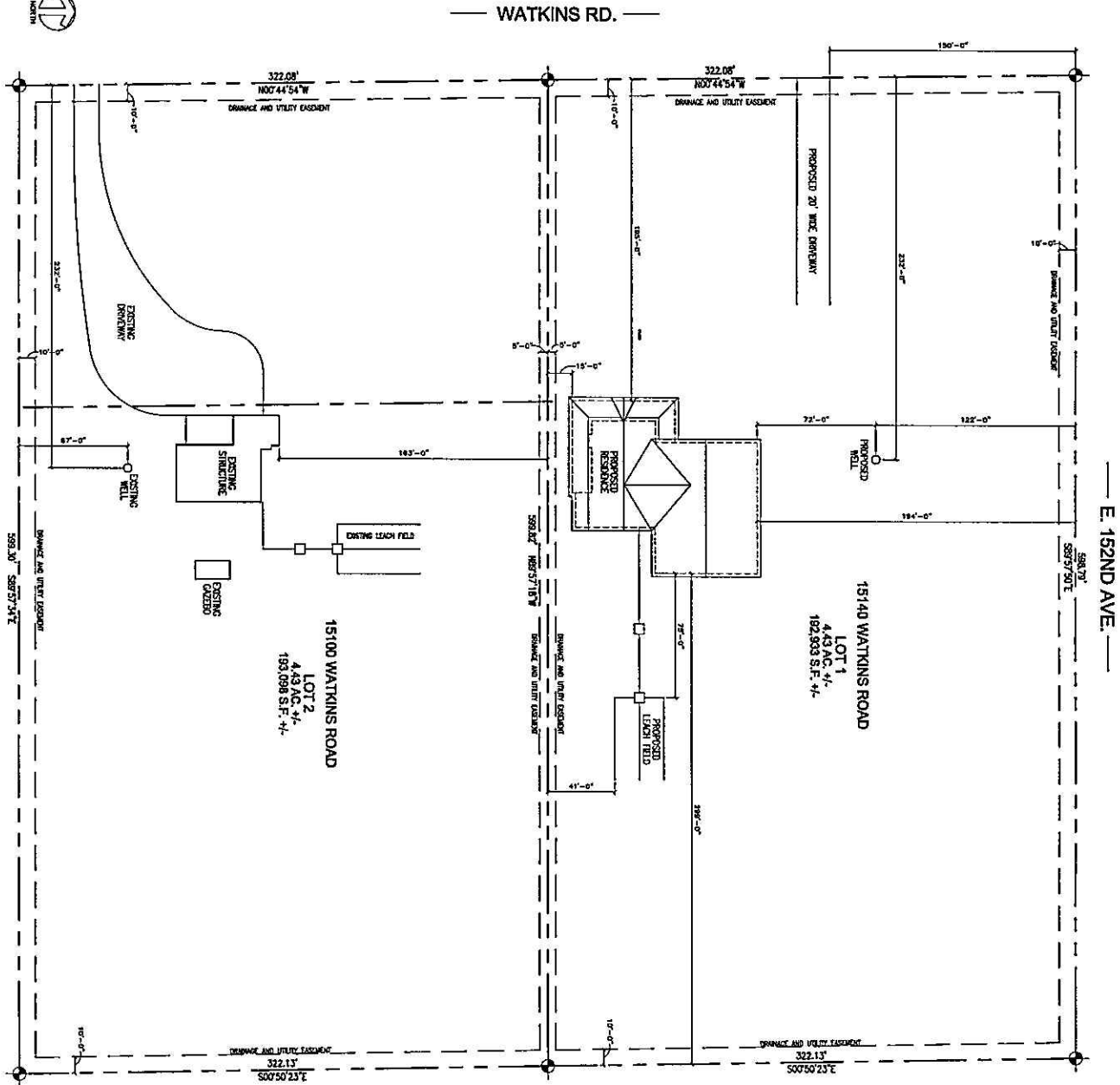
Commenting Division: ROW Review

Name of Reviewer: David Dittmer

Comments: ROWS 1-15 – Mr. Dittmer provided a red-lined version of the Plat showing the changes required.

Response: Revised Plat is attached.

Title commitment is attached with links and the effective date of the title commitment is February 27, 2025.



BURSTEN SUBDIVISION

15140 WATKINS ROAD
BRIGHTON, CO 80603

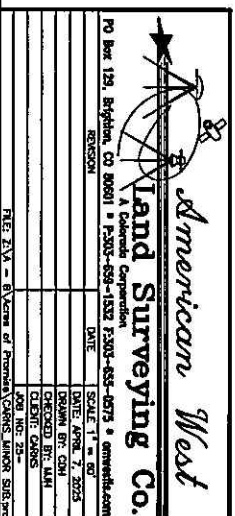
C&D
SOLUTIONS INC.
380 LAUREL AVE.
BRIGHTON, CO 80603
303.438.8777

MARCH 12, 2025
Issued/Revised: 1 = Issues
NO DATE PURPOSE BY CDR

Proj. #
Scale: 1"=30'
Date
Drawn By
SITE PLAN

Sheet No. 1 of 1
A0.2

Sheet 2 of 2





TREASURER & PUBLIC TRUSTEE

ADAMS COUNTY, COLORADO

CERTIFICATE OF TAXES DUE

Account Number R0179931
Parcel 0156518201013
Assessed To
BURSTEN TYLER W AND
C/O: BURSTEN SARAH C
15100 WATKINS RD
BRIGHTON, CO 80603

Certificate Number 2025-262881
Order Number
Vendor ID Counter

Legal Description				Situs Address	
ACRES OF PROMISE SUBDIVISION LOT 1				15100 WATKINS RD	
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2024	\$3,671.44	\$0.00	\$0.00	(\$3,671.44)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 07/10/2025					\$0.00

Tax Billed at 2024 Rates for Tax Area 242 - 242

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6670000	\$128.16	AG DRY FARMING LAND	\$1,319	\$350
FIRE DISTRICT 6 - GREATER B	16.7930000	\$586.92	FARM/RANCH RESID	\$571,475	\$34,600
ADAMS COUNTY	26.9440000	\$941.69	Total	\$572,794	\$34,950
SD 27	56.6440000	\$1,979.71			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$3.50			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$31.46			
Taxes Billed 2024	105.0480000	\$3,671.44			

ALL TAX SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT WARRANT FEES. CHANGES MAY OCCUR; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S CHECK. SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR, THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax, or, miscellaneous tax collected on behalf of other entities, special or local improvement district assessments, or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Alexander L Villagran



4430 S. Adams County Parkway
Brighton, CO 80601



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: **K70838976-3**

Date: **03/05/2025**

Property Address: **15100 WATKINS ROAD, BRIGHTON, CO 80603**

For Closing Assistance

For Title Assistance

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

Seller/Owner

TYLER W. BURSTEN

Delivered via: Electronic Mail

Customer

DIANNE CARNS

Delivered via: Electronic Mail

Seller/Owner

SARAH C BURSTEN

Delivered via: Land Custom Delivery



Estimate of Title Fees

Order Number: K70838976-3

Date: 03/05/2025

Property Address: 15100 WATKINS ROAD, BRIGHTON, CO 80603

Seller(s): TYLER W. BURSTEN AND SARAH C. BURSTEN

Buyer(s): A BUYER TO BE DETERMINED

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

Estimate of Title Insurance Fees	
"TBD" Commitment	\$436.00
TBD - TBD Income	\$-436.00
TOTAL	\$0.00

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

Chain of Title Documents:

[Adams county recorded 03/14/2016 under reception no. 19139](#)

[Adams county recorded 06/03/1999 under reception no. 550899](#)

[Adams county recorded 06/03/1999 under reception no. 550898](#)

[Adams county recorded 11/06/1974 at book 1962 page 331](#)

[Adams county recorded 01/09/1963 at book 1039 page 561](#)

[Adams county recorded 01/15/1958 at book 692 page 162](#)

Plat Map(s):

[Adams county recorded 04/29/2011 under reception no. 27763 at book F27 page 29](#)

ALTA COMMITMENT
Land Title Insurance Corporation
Schedule A

Order Number: K70838976-3

Property Address:

15100 WATKINS ROAD, BRIGHTON, CO 80603

1. Effective Date:

02/27/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$5,000.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

FEE SIMPLE

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

TYLER W. BURSTEN AND SARAH C. BURSTEN

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

LOT 1, ACRES OF PROMISE SUBDIVISION, COUNTY OF ADAMS, STATE OF COLORADO.

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

Order Number: K70838976-3

All of the following Requirements must be met:

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

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

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

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

1. RECORD DULY EXECUTED AND ACKNOWLEDGED PLAT OF MINOR SUBDIVISION OF LOT 1, ACRES OF PROMISE SUBDIVISION.

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

2. PARTIAL RELEASE OF DEED OF TRUST DATED DECEMBER 01, 2021 FROM TYLER W. BURSTEN AND SARAH C. BURSTEN TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS A NOMINEE FOR BETTER MORTGAGE CORPORATION TO SECURE THE SUM OF \$518,270.00 RECORDED DECEMBER 07, 2021, UNDER RECEPTION NO. 2021000142325.

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

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

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

Order Number: K70838976-3

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. OIL AND GAS LEASE BETWEEN SARAH STEEGE AND WARREN PETROLEUM CORPORATION, RECORDED SEPTEMBER 29, 1952 IN BOOK 450 AT PAGE [233](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
9. UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER MINERALS LYING IN, ON OR UNDER SUBJECT PROPERTY AS CONVEYED IN INSTRUMENT RECORDED JANUARY 09, 1963 IN BOOK 1039 AT PAGE [561](#).
10. UNDIVIDED 1/2 INTEREST IN ALL OIL, GAS AND OTHER MINERALS LYING IN, ON OR UNDER SUBJECT PROPERTY AS CONVEYED IN INSTRUMENT RECORDED MARCH 03, 1964 IN BOOK 1135 AT PAGE [171](#).
11. OIL AND GAS LEASE BETWEEN FRED WAGNER AND MOLLY WAGNER AND HAL A. MCVEY, RECORDED MARCH 12, 1970 IN BOOK 1135 AT PAGE [171](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
12. OIL AND GAS LEASE BETWEEN WILBUR D. PACKARD AND DOROTHY H. PACKARD AND HAL A. MCVEY, RECORDED APRIL 22, 1970 IN BOOK 1592 AT PAGE [302](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT BY AND BETWEEN FRED WAGNER AND MOLLY WAGNER AND DONALD DEAN WAGNER RECORDED FEBRUARY 22, 1972 IN BOOK 1781 AT PAGE [930](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT BY AND BETWEEN FRED WAGNER AND MOLLY WAGNER AND CLIFFORD LEE WAGNER RECORDED FEBRUARY 22, 1972 IN BOOK 1781 AT PAGE [931](#).

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

Order Number: K70838976-3

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT BY AND BETWEEN FRED WAGNER AND MOLLY WAGNER AND DONALD DEAN WAGNER AND CLIFFORD LEE WAGNER AND ERNEST FREDERICK WAGNER RECORDED DECEMBER 05, 1972 IN BOOK 1833 AT PAGE [222](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF WAY GRANT RECORDED NOVEMBER 29, 1973 IN BOOK 1902 AT PAGE [14](#).
17. UNDIVIDED 100% INTEREST IN ALL OIL, GAS AND OTHER MINERALS LYING IN, ON OR UNDER SUBJECT PROPERTY AS CONVEYED IN MINERAL DEED RECORDED NOVEMBER 01, 1974 IN BOOK 1961 AT PAGE [914](#).
18. OIL AND GAS LEASE BETWEEN WILBUR D. PACKARD AND DOROTHY H. PACKARD AND ENERGY MINERAL CORPORATION, RECORDED DECEMBER 17, 1980 IN BOOK 2516 AT PAGE [512](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
19. RIGHT OF WAY GRANTED TO PANHANDLE EASTERN PIPE LINE COMPANY BY INSTRUMENT RECORDED SEPTEMBER 24, 1974 IN BOOK 1955 AT PAGE [412](#), IN WHICH THE SPECIFIC LOCATION OF THE EASEMENT IS NOT DEFINED.

NOTE: NOTICE OF GENERAL DESCRIPTION OF THE ABOVE EASEMENT WAS RECORDED JUNE 25, 1986 IN BOOK 3162 AT PAGE [961](#).

20. OIL AND GAS LEASE BETWEEN WILBUR D. PACKARD AND DOROTHY H. PACKARD AND CONTEXT ENERGY COMPANY, RECORDED NOVEMBER 02, 1994 IN BOOK 4269 AT PAGE [759](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
21. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MARCH 31, 2006 UNDER RECEPTION NO. [20060331000327030](#).
22. UNDIVIDED INTEREST IN ALL OIL, GAS AND OTHER MINERALS LYING IN, ON OR UNDER SUBJECT PROPERTY AS CONVEYED IN MINERAL DEED RECORDED MAY 01, 2006 UNDER RECEPTION NO. [20060601000558800](#).
23. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 15, 2007 UNDER RECEPTION NO. [2007000097421](#).
24. UNDIVIDED INTEREST IN ALL OIL, GAS AND OTHER MINERALS LYING IN, ON OR UNDER SUBJECT PROPERTY AS CONVEYED IN MINERAL DEED RECORDED DECEMBER 12, 2008 UNDER RECEPTION NO. [2008000096232](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN BILL OF SALE RECORDED JUNE 09, 2008 UNDER RECEPTION NO. [200800046061](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS RECORDED APRIL 16, 2010 UNDER RECEPTION NO. [2010000024867](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INSTRUMENT IN CONNECTION WITH ZONING HEARING DECISION - CASE #PRC2010-00003, ACRES OF PROMISE RECORDED MARCH 09, 2011 UNDER RECEPTION NO. [2011000015762](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH TIM AND AMY WAGNER, CASE NO. PRC2010-00003, ACRES OF PROMISE RECORDED MARCH 09, 2011 UNDER RECEPTION NO. [2011000015769](#).

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

Order Number: K70838976-3

29. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ACRES OF PROMISE SUBDIVISION RECORDED APRIL 29, 2011 UNDER RECEPTION NO. [2011000027763](#).



Commitment For Title Insurance Issued by Land Title Insurance Corporation

NOTICE

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

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

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral,

- express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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

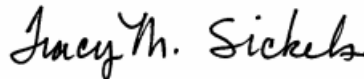


Craig B. Rants, Senior Vice President

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



John E. Freyer, Jr., President



Tracy M. Sickels, Secretary



AMERICAN
LAND TITLE
ASSOCIATION



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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.



Affiliated Business Arrangement Disclosure Statement

PROPERTY ADDRESS: **15100 WATKINS ROAD, BRIGHTON, CO 80603**

TO: The undersigned Buyer and Seller

FROM: Land Title Guarantee Company

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

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

THERE ARE FREQUENTLY OTHER SETTLEMENT PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES

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

ACKNOWLEDGMENT

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

Seller(s)

Buyer(s)

TYLER W. BURSTEN

A BUYER TO BE DETERMINED

SARAH C. BURSTEN