



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

Request for Comments

Case Name: Loya Setback Variance at East 161st Avenue

Case Number: VSP2025-00055

November 26, 2025

The Adams County Board of Adjustment is requesting comments on the following application: **Variance to allow an approximately 30 foot side corner setback for an accessory structure where a 49 foot setback is required within the Residential Estate zone district.**

***The site is affected by the Airport Height Overlay.** This request is located at 29815 E 161ST AVE. The Assessor's Parcel Number is 0156702304002.

Owner Information: MARSHALL KURT EDWARD AND
MARTINEZ DIANNA

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by **12/23/25** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to NEagleson@adamscountycogov.

Once comments have been received and the staff report written, the staff report will be forwarded to you. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

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

Thank you for your review of this case.

Nick Eagleson

Nick Eagleson
Senior Strategic Planner

BOARD OF COUNTY COMMISSIONERS

Julie Duran Mullica
DISTRICT 1

Kathy Henson
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



VARIANCE

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

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

- ☒ Development Application Form (pg. 3)
- ☒ Written Narrative
- ☒ Site Plan
- ☒ Proof of Ownership (warranty deed or title policy)
- ☒ Proof of Water and Sewer Services
- ☒ Legal Description
- ☒ Statement of Taxes Paid

Number of Variance Requests:

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

Type of Variance Request:	# of Requests:
Setback:	1
Height:	
Lot Coverage:	
Other:	

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

Guide to Development Application Submittal

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

Written Narrative:

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

Scaled Site Plan:

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

Proof of Ownership (warranty deed or title policy):

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

Proof of Water and Sewer:

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

Legal Description:

- Geographical description used to locate and identify a property.

Statement of Taxes

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



DEVELOPMENT APPLICATION FORM

Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input checked="" type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME: 29815 E 161st Ave Brighton CO 80603

APPLICANT

Name(s): Jorge Loya Phone #: 720-291-4908
Address: 30000 E 162th Ave
City, State, Zip: Brighton CO 80603
2nd Phone #: Email: Mhlhomesllc80621@gmail.com

OWNER

Name(s): Dianna Martinez Phone #: 720-214-5850
Address: 29815 E 161st Ave
City, State, Zip: Brighton CO 80603
2nd Phone #: Email: Dianna@silverbullco.com

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

Name: DJN Drafting Phone #: 719-369-4401
Address: 2723 Withers Ave
City, State, Zip: Pueblo CO 81003
2nd Phone #: Email: Djndrafting@gmail.com

DESCRIPTION OF SITE

Address:

City, State, Zip:

Area (acres or square feet):

Tax Assessor
Parcel Number

Existing
Zoning:

Existing Land
Use:

Proposed Land
Use:

Have you attended a Conceptual Review? YES ☐ NO ☐

If Yes, please list PRE#:

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

Name:

Date:

Owner's Printed Name

Name:

Owner's Signature

Variance Request Narrative – RV Garage Setback Adjustment

Submitted by: MHL Homes LLC

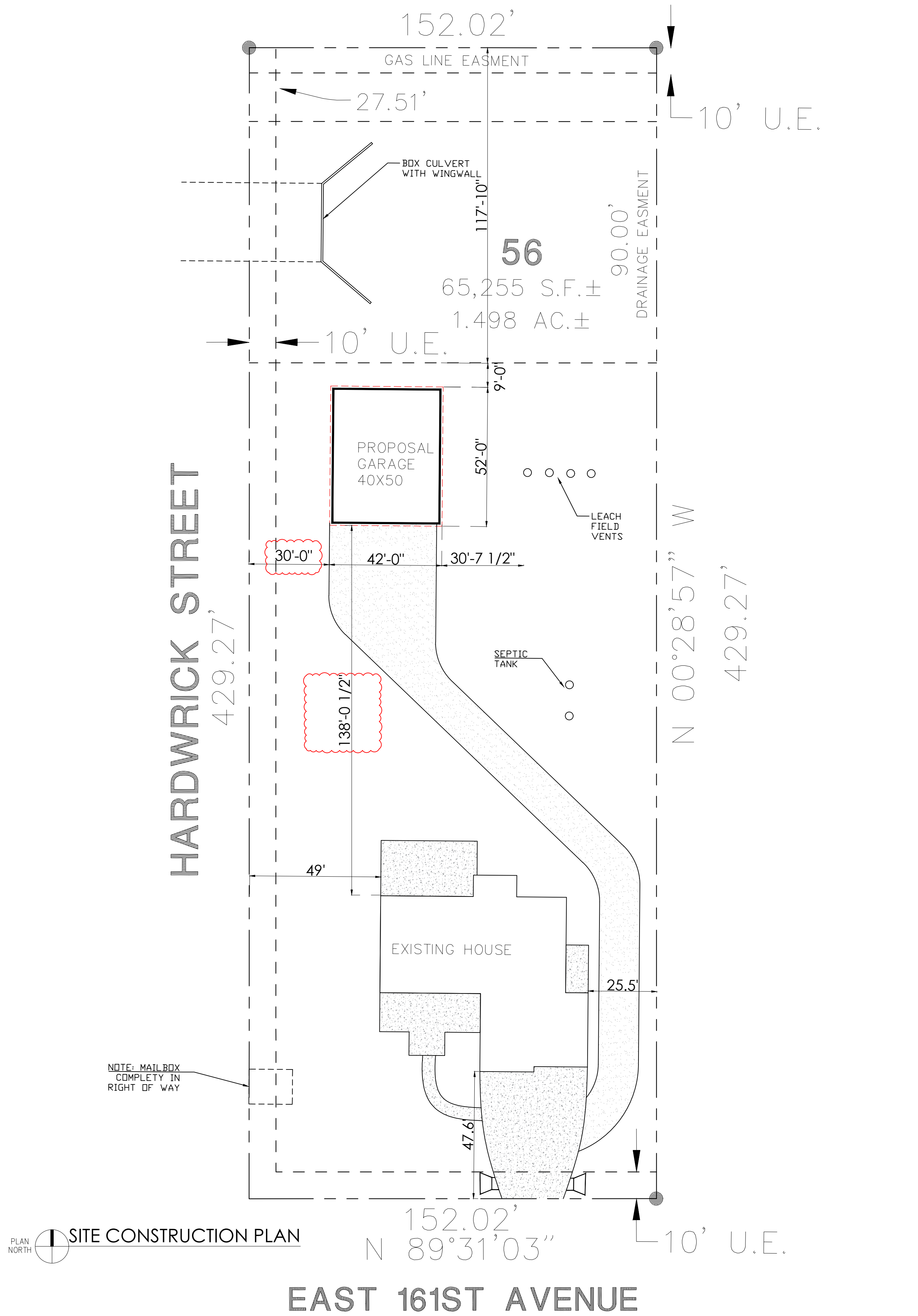
Project Address: 29815 E 161st Avenue, Brighton, CO 80603

MHL Homes LLC is requesting a variance to reduce the required setback for an accessory RV garage from 49 feet to 20 feet from the property line. The proposed RV garage will be a 40' x 50' structure intended solely for the homeowner's personal use.

The need for this variance arises due to the location of the existing septic system and leach field on the property. The current county setback requirement places the structure directly on top of the septic system, which is not feasible and does not comply with health and safety standards. Shifting the garage to meet the 49-foot setback would interfere with these critical utilities, leaving no practical or code-compliant location for the structure.

Positioning the garage 20 feet from the property line allows the homeowner to maintain proper clearances from the septic system and leach field while ensuring the garage remains fully functional and safely accessible. This adjustment does not negatively impact neighboring properties, and the structure will be used exclusively for personal storage of the homeowner's RV and related items.

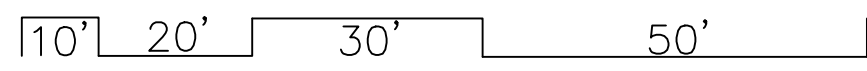
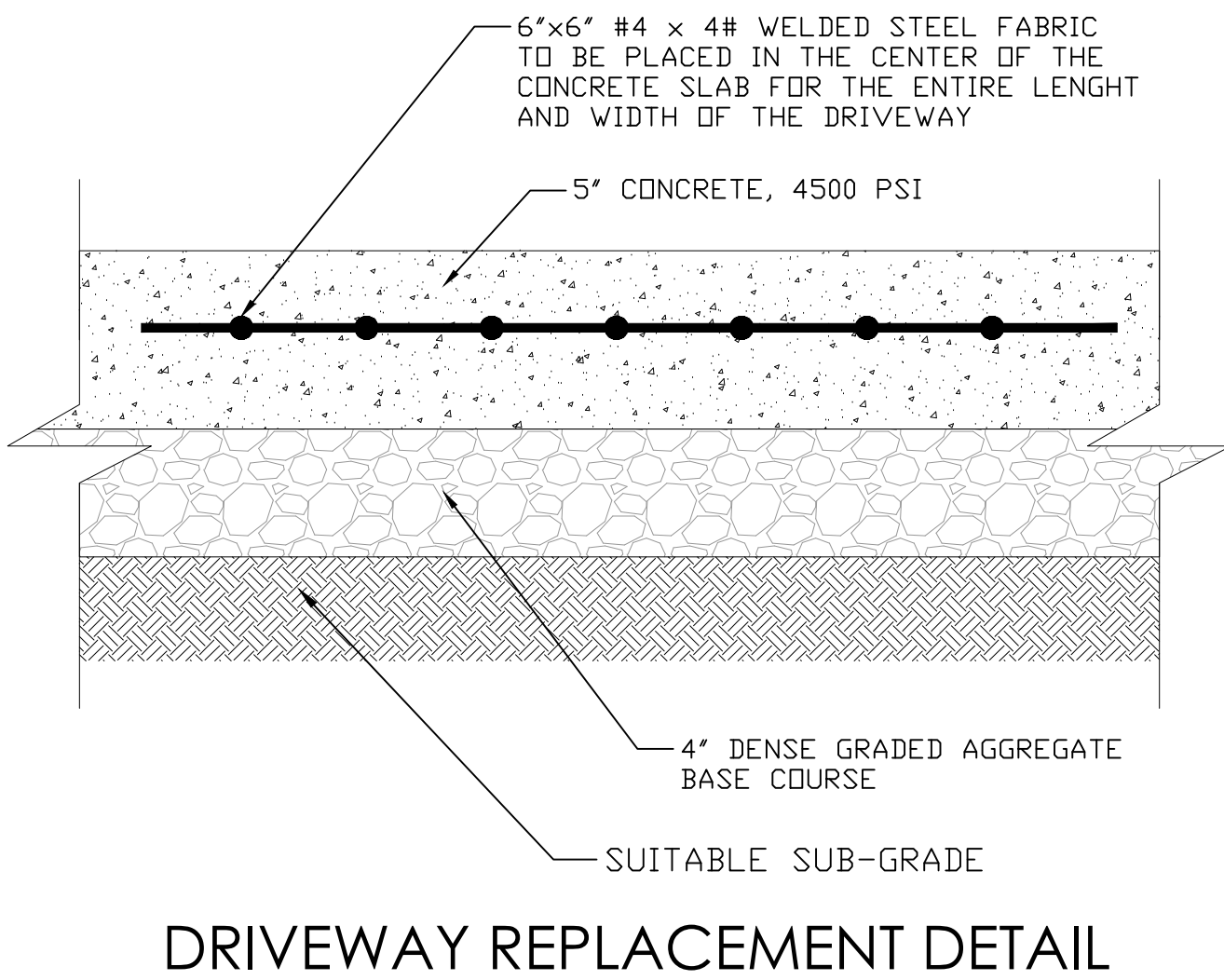
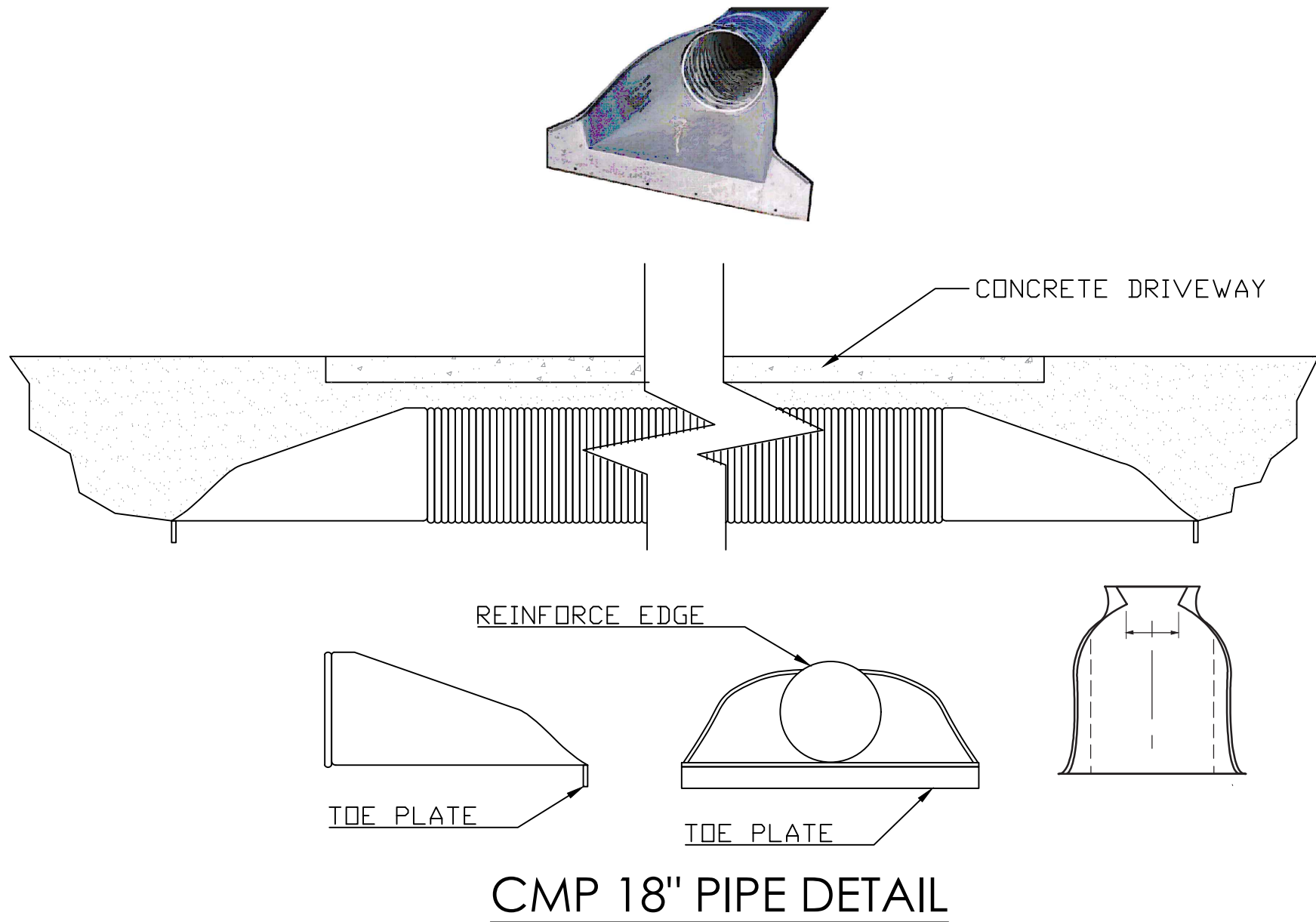
For these reasons, MHL Homes LLC respectfully requests approval of the proposed variance.



NOTE: ALL TIES ARE ROUNDED TO THE NEAREST FOOT

PROPERTY LINE = - - - - - CONCRETE DRIVEWAY= [Pattern] MILLING= [Pattern]

EASMENT UTILITIES= - - - - - CMP 18" WITH ENDS = [Symbol] PROPERTY CORNER = [Symbol]



revisions		
N°	DESCRIPTION	DATE
A	REVIEW	08-29-2025
B	REVIEW	10-15-2025

29815 E 161 st Ave Lot 56 BRIGHTON CO.

mflhomesllc80621@gmail.com
Jorge A. Loya 720-291-4908

CONTRACTOR

sheet title: SITE PLAN

building and energy aplicable codes	
2018	ibc building code
2018	irc residential code
2018	imc mechanical code
2018	ipc plumbing code
2018	iecc energy code
2018	ifgc fuel gas code
2017	nec electrical code

sheet: S.1

DESIGNER-DRAWING

Joss S.
0381GNETRUCTUR3S@GMAIL.COM

DRAWING SCALE AS INDICATED



627 E Bridge St
Brighton, CO 80601
Phone: 720-728-7209 / Fax:

Kurt Edward Marshall and Dianna Martinez
29815 E 161St Ave
Brighton, CO 80603-8515

File No.: 598-HS0839608-002
Policy No.: HS0839608
Property: 29815 E 161St Ave
Brighton, CO 80603-8515

Dear New Property Owner:

Congratulations on your real estate purchase. Enclosed is your Policy of Title Insurance. This policy contains important information about your real estate transaction, and it insures you against certain risks to your ownership. Please read it and retain it with your other valuable papers.

A permanent record of your recorded title documents is accessible through our office. These records will enable prompt processing of future title orders and save valuable time should you wish to sell or obtain a loan on your property. Visit or call our office and simply give us your personal policy file number when you need assistance.

In the event you sell your property or borrow money from a mortgage lender you may be entitled to a discount rate if you order your title insurance through this company.

We appreciate the opportunity of serving you and will be happy to assist you in any way in regard to your future title service needs.

Sincerely,

Heritage Title Company - Brighton

ALTA OWNER'S POLICY OF TITLE INSURANCE

issued by:



Policy Number:

HS0839608

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.

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6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

Heritage Title Company - Brighton
627 E Bridge St
Brighton, CO 80601

Countersigned By:



Authorized Officer or Agent

**Commonwealth Land Title Insurance
Company**

By:



Michael J. Nolan, President

Attest:



Marjorie Nemzura, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

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.

C. R. S. A. § 10-1-128 (6)(a).

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Property Address: 29815 E 161St Ave, Brighton, CO 80603-8515

SCHEDULE A

Name and Address of Title Insurance Company: **Denver Metro Title**
Heritage Title Company - Brighton
627 E Bridge St
Brighton, CO 80601

Policy Number: HS0839608

Date of Policy	Amount of Insurance
January 6, 2025 at 10:34 AM	\$1,030,000.00

1. The Insured is:

Kurt Edward Marshall and Dianna Martinez

2. The estate or interest in the Land insured by this policy is:

Fee Simple

3. The Title is vested in:

[Kurt Edward Marshall and Dianna Martinez](#)

4. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Lot 56, Country Club Ranchettes Filing No. 1,
County of Adams, State of Colorado.

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SCHEDULE B EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats 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 are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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. Water rights, claims of title to water, whether or not shown by the Public Records.
6. All taxes and assessments for the year 2025 and subsequent years, a lien but not yet due or payable.
7. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 29, 1904 in [Book 16 at Page 183](#); and any and all assignments thereof or interest therein.
8. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded June 28, 1899 in [Book 1111 at Page 70](#); and any and all assignments thereof or interest therein.
9. Right of way for ditches or canals as constructed by the authority of the United States as reserved in United States Patent recorded June 28, 1899 in [Book 1111 at Page 70](#).
10. Right of way as granted to Panhandle Eastern Pipe Line Company, a Delaware Corporation by the instrument recorded August 3, 1982 in [Book 2665 at Page 812](#).

NOTE: Release of Right of Way Grant recorded August 29, 2019 at Reception No. [2019000071080](#).

11. The effect of Notice of General Description of Area served by Panhandle Eastern Pipeline Company concerning underground facilities recorded June 25, 1986 in [Book 3162 at Page 961](#).
12. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded April 15, 1998 in [Book 5297 at Page 806](#).
13. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded December 6, 1999 in [Book 5973 at Page 778](#).

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

14. An easement for right-of-way and incidental purposes granted to United Power, Inc. by the instrument recorded January 9, 2001 at Reception No. [C0749617](#).

15. Any interest in any oil, gas and/or minerals, as disclosed by document set forth below, and any and all assignments thereof or interests therein.

Entitled: Quit Claim Deed
Recording Date: April 17, 2006
Recording No: [20060417000390610](#)

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

16. Any tax, lien, fee, or assessment by reason of inclusion of the Land in the GreatRock North Water and Sanitation District, as evidenced by instrument(s) recorded May 1, 2007 at Reception No. [2007000042726](#).

17. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development recorded October 15, 2007 at Reception No. [2007000097421](#).

18. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification recorded December 24, 2007 at Reception No. [2007000116902](#). Ratification and Correction recorded December 24, 2015 at Reception No. [20150000107226](#).

19. Terms, conditions, provisions, agreements and obligations contained in the Certification of Notice to Mineral Estate Owners recorded March 6, 2008 at Reception No. [2008000018212](#).

20. Terms, conditions, provisions, agreements and obligations contained in the Utility Easement Agreement recorded January 22, 2009 at Reception No. [2009000004537](#).

21. Any interest in any oil, gas and/or minerals, as disclosed by document set forth below, and any and all assignments thereof or interests therein.

Entitled: Warranty Deed
Recording Date: September 11, 2009
Recording No: [2009000068034](#)

The present ownership or any other matters affecting said oil, gas and/or minerals are not shown herein.

22. Terms, conditions, provisions, agreements and obligations contained in the Summary of Collections Resolution of GreatRock North Water and Sanitation District as set forth below:

Recording Date: July 9, 2010
Recording No.: [2010000045598](#)

Note: Summary of Amended and Restated Collection Resolution recorded March 7, 2011 at Reception No. [2011000015061](#)

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

23. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth below:

Recording Date: December 8, 2010
Recording No.: [201000085441](#)

24. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth below:

Recording Date: February 16, 2012
Recording No.: [2012000011846](#)

25. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth below:

Recording Date: April 4, 2013
Recording No.: [2013000028533](#)

26. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth below:

Recording Date: April 8, 2014
Recording No.: [2014000021127](#)

27. Terms, conditions, provisions, agreements and obligations contained in the GreatRock North Water and Sanitation District Summary Description as set forth below:

Recording Date: January 22, 2015
Recording No.: [2015000004879](#)

28. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2015-11-04 Resolution of the Board of Directors of the Greatrock North Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water Services and Facilities as set forth below:

Recording Date: November 5, 2015
Recording No.: [2015000093051](#)

29. Terms, conditions, provisions, agreements and obligations contained in the Inclusion Agreement as set forth below:

Recording Date: April 28, 2016
Recording No.: [2016000032558](#)

First Amendment recorded April 28, 2016 at Reception No. [2016000032557](#).

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

30. Terms, conditions and provisions as contained in that Statement of Lien recorded December 6, 2018 at Reception No. [2018000097841](#). Said lien states that the amount will be due and owing within 5 business days of issuance of a building permit.
31. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2019-020 as set forth below:
- Recording Date: January 31, 2019
Recording No.: [2019000007786](#)
32. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
- Recording Date: February 28, 2020
Recording No: [2020000019022](#)
33. Terms, conditions, provisions, agreements and obligations contained in the Greatrock North Water and Sanitation District Special District Public Disclosure as set forth below:
- Recording Date: January 7, 2020
Recording No.: [2020000001886](#)
34. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:
- Recording Date: January 21, 2020
Recording No: MAP [Book F34 Page 15](#)
35. Terms, conditions, provisions and obligations of those Resolutions recorded January 23, 2020 at Reception No. [2020000007772](#) and Reception No. [2020000007777](#).
36. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Crude Oil Purchase and Sale Agreement as set forth below:
- Recording Date: March 9, 2020
Recording No.: [2020000022277](#)

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

37. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Crude Oil Purchase and Sale Agreement as set forth below:

Recording Date: March 9, 2020
Recording No.: [2020004573122](#)

38. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: April 20, 2021
Recording No.: [2021000047225](#)

39. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Mailbox Easement
Recording Date: November 24, 2021
Recording No.: [2021000138366](#)

40. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: January 5, 2022
Recording No.: [2022000001401](#)

41. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: December 15, 2022
Recording No.: [2022000097273](#)

42. Terms, conditions, provisions, agreements and obligations contained in the Affidavit of Address Change as set forth below:

Recording Date: May 1, 2023
Recording No.: [2023000023747](#)

43. Terms, conditions, provisions, agreements and obligations contained in the Affidavit of Address Change as set forth below:

Recording Date: May 1, 2023
Recording No.: [4895368](#)

44. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: August 29, 2023
Recording No.: [2023000049371](#)

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

45. Terms, conditions, provisions, agreements and obligations contained in the Resolution as set forth below:

Recording Date: December 7, 2023

Recording No: [2023000067953](#)

46. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$618,000.00

Dated: January 3, 2025

Trustor/Grantor: Dianna Martinez and Kurt Edward Marshall

Trustee: Public Trustee of Adams County

Beneficiary: Luminate Home Loans, Inc

Recording Date: January 6, 2025

Recording No.: [2025000000527](#)

END OF SCHEDULE B

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CONDITIONS**1. DEFINITION OF TERMS**

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "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.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i.
 - (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in Item 1 of Schedule A.
 - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy 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 insured by this policy.
- k. "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.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy 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.
- n. "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.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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(continued)

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.
- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

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To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by Fifteen Percent (15%); and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,
 all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

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12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within thirty (30) days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM**a. Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. Choice of Forum

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:
Commonwealth Land Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

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19. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than Two Million and No/100 Dollars (\$2,000,000), any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.*
- d. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

END OF CONDITIONS

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Issued By:



Attached to Policy Number:

HS0839608

The policy is hereby amended by deleting Exception(s) 1-4 of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Commonwealth Land Title Insurance Company

Dated: January 6, 2025

Countersigned By:

A handwritten signature in black ink, appearing to read "Terry N. Williams".

Terry N. Williams
Authorized Officer or Agent

Use Permit For An On-site Waste Water
Treatment System

PROPERTY INFORMATION:		OWNER INFORMATION: Braulio Guerrero
Address: 29815 E 161st Ave, Brighton, CO, USA	Dwelling Type: Single Family	Address: 29331 E 167th Ave, Brighton, CO 80603
County: Adams	No. of Bedrooms: 5	
APN: 0156702304002	Water Supply: Public Community	Phone: (720) 903-5135
	Onsite ID: Residential Home	

PERMIT INFORMATION:OWTS000016994		Permit Type: Install
<u>Tank 1</u>	<u>Tank 2</u>	<u>Soil Treatment Area Built:</u>
Tank Capacity Built (Gal): 1500 Gallons	Tank Capacity Built (Gal):	Type: Trench with Chambers
Tank Type: T-Treatment	Tank Type:	Area (Sq ft):
Tank Material: P-Poly	Tank Material:	Final Depth (inches):
Tank Baffle: Tees	Tank Baffle:	Chamber Type: Quick4 Plus Standard
No of Compartments: 2	No of Compartments:	No of Chambers: 68
Effluent Screen? Yes	Effluent Screen?	Application Method: Gravity
<u>Tank 3</u>		
Tank Capacity Built (Gal):		
Tank Type:		
Tank Material:		
Tank Baffle:		
No of Compartments:		
Effluent Screen?		

NOTE: A "Not Specified" comment indicates that either the information was not available or not applicable at the time the permit was issued.

Associated Professionals	
Business Name:	
Name:	NAWT Certification:
	Exp.: -
	Phone:
	Email:
Business Name: CES Consultants LLC	OWTS Designer
Name: CES Consultants LLC Kurt	NAWT Certification: CI0002576 - 03/03/2023
721 4th St, Suite 1	Exp.: NAWT
Fort Lupton, CO 80621	Phone: (970) 373-4480
	Email: kurt@cesconsultantsllc.com



Use Permit For An On-site Waste Water Treatment System

PROPERTY INFORMATION:

Address: 29815 E 161st Ave, Brighton,
CO, USA Brighton CO 80603

County: Adams

APN: 0156702304002

Dwelling Type: Single Family

No. of Bedrooms: 5

Water Supply: Public Community

Onsite ID: Residential Home

OWNER INFORMATION: Braulio Guerrero

Address: 29331 E 167th Ave, Brighton, CO 80603

Phone: (720) 903-5135

PERMIT INFORMATION: OWTS000016994

Permit Type: Install

CONDITIONS FOR USE

This certifies that the On-Site Wastewater Treatment System (OWTS) was either installed or inspected at the property location and was in conformance with the Adams County Health Department OWTS regulation in effect at the indicated date, and the engineer design (if applicable). This certification for Use allows the owner to use the system until one of the following occurs:

- * Sale of the property to another owner.
- * Change of use in the property.
- * Addition of up to one bedroom.
- * Addition of a modular unit or mobile home.
- * Other circumstances as deemed appropriate by Adams County Health Department

Adams County Health Department must be contacted if any of the above occurs.

MAINTENANCE REQUIREMENTS

- * The septic tank must be inspected once every four years and pumped according to the Requirements in the current Adams County Health Department OWTS Regulation.
- * If the septic or dosing tank is equipped with an effluent filter, the filter must be cleaned at manufacturer recommended intervals or more often.
- * If the system has alternating beds or is a drip or low pressure pipe system, beds or zones must be rotated annually.
- * Additional maintenance requirements may apply. Refer to the Adams County Health Department "Your Septic System Guidelines and Records" or engineer's report for specific requirements.

LIMITATIONS AND DISCLAIMER

Issuance of a **Use Permit** is subject to the applicable conditions, restrictions and limitation set forth in the OWTS regulations, and is based solely on the conditions observed on the date of inspection(s) and on Department Records at the time of permitting. The issuance of a Use Permit does not constitute a guarantee, warranty or representation by the Department that the system was installed correctly, or that the system will operate properly or will not fail.

Permit Valid From: 12/30/2024 to

Issued By: Jeff McCarron

Issue Date: 12/30/2024

Use Permit For An On-site Waste Water

Treatment System

PROPERTY INFORMATION:		OWNER INFORMATION: Braulio Guerrero
Address: 29815 E 161st Ave, Brighton, CO, USA Brighton CO 80603	Dwelling Type: Single Family	Address: 29331 E 167th Ave, Brighton, CO 80603
County: Adams	No. of Bedrooms: 5	
APN: 0156702304002	Water Supply: Public Community	Phone: (720) 903-5135
	Onsite ID: Residential Home	
PERMIT INFORMATION: OWTS000016994		Permit Type: Install

Permit Comments

The OWTS was permitted, inspected, and approved by Adams County Health Department. This Use Permit is the final approval document.



MHL Homes LLC <mhlhomesllc80621@gmail.com>

Greatrock North WSD - confirmation of system development fee payment

1 message

Johnson, Lisa <Lisa.Johnson@claconnect.com>

Wed, Jun 14, 2023 at 12:11 PM

To: "mhlhomesllc80621@gmail.com" <mhlhomesllc80621@gmail.com>

Jorge – please accept this email as confirmation of payment of the system development fee for the address of 29815 E. 161nd Ave in Country Club Ranchettes #1.

Thank you,

Lisa



Lisa A. Johnson (she/her/hers)
Principal, Business Operations (BizOps)

8390 E. Crescent Parkway, Ste. 300, Greenwood Village, CO 80111

Direct 303-439-6029
CLA (CliftonLarsonAllen LLP)
lisa.johnson@CLAconnect.com

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CliftonLarsonAllen LLP

Legal Description

Property Information:

Address: 29815 E. 161st Avenue, Brighton, Colorado 80603

Adams County Parcel #0156702304002

Legal Description:

Lot 56, Country Club Ranchettes, Filing No. 1

Adams County, Colorado

Part of the W1/2 of Section 2, T1S, R65W

Site Area: 1.49 Acres

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The amount of taxes due on this page are based on last year's property value assessments.

The actual value is the value before the adjustment and the assessed value is based off the new adjusted value.


Per SB22-238 and SB23-001 the value may be reduced by \$55,000.00 for residential and \$30,000 for commercial. Click [here](#) for further information.

For current year values and for a full breakdown of the values visit the [Adams County Assessor's site](#).

Summary

Account Id R0205102
 Parcel Number 0156702304002
 Owners CARDENOS BRAULIO GUERRERO
 Address 29331 E 167TH AVE
 BRIGHTON, CO 80603-6516
 Situs Address 29815 E 161ST AVE
 Legal COUNTRY CLUB RANCHETTES SUBD FLG NO 1 LOT 56

Inquiry

As Of 

Payment Type ☐ First
☒ Full

Total Due \$0.00

Value

Area Id	Mill Levy	
254 - 254	155.1290000	
	Actual	Assessed
RES IMPRV LAND - 1112	225,000	14,100
SINGLE FAMILY RES - 1212	625,500	39,200
Total Value	850,500	53,300
Taxes		\$8,268.38