Community & Economic Development Department
4430 S. Adams County Pkwy.
1st Floor, Suite W2000B
Brighton, CO 80601
PHONE 720.523.6800
adamscountyco.gov

Request for Comments

Case Name: Riverdale RV Park Commercial Campground Access Variance
Case Number: VSP2026-00027

July 10, 2026

The Adams County Board of Adjustment is requesting comments on the following application: **Variance to allow a commercial campground use to be located along a collector roadway where an arterial or highway classification is required per the Adams County Development Standards.** The Assessor's Parcel Numbers associated with this request are: 0157114301001, and 0157114301002.

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 August 4, 2026 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 GJBarnes@adamscountyco.gov.

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.adamscountyco.gov/landuse.

Si usted tiene preguntas, por favor escribanos un correo elecronico a cedespanol@adamscountyco.gov para asistencia en español. Por favor incluya su direccion o numero de caso para poder ayudarle major.

Thank you for your review of this case.

Greg Barnes
Principal 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

Community & Economic
Development Department
www.adcogov.org

ADAMS COUNTY
COLORADO

4430 South Adams County Parkway
1st Floor, Suite W2000
Brighton, CO 80601-8204
PHONE 720.523.6800
FAX 720.523.6998

DEVELOPMENT APPLICATION FORM

APPLICANT

Name(s):	Darin Peterson	Phone #:	303-434-6356
Address:	14600 Riverdale Rd		
City, State, Zip:	Brighton, CO 80602		
2nd Phone #:		Email:	darin@riverdalervpark.com

OWNER

Name(s):	MDC Holdings, LLC	Phone #:	573-239-3511
Address:	1108 Northshore Drive		
City, State, Zip:	Columbia, MO 65203		
2nd Phone #:		Email:	mcurry@bbpllab.com

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

Name:	Tenae Beane	Phone #:	970-224-5828
Address:	236 Linden St. Suite A		
City, State, Zip:	Fort Collins, CO 80524		
2nd Phone #:		Email:	tenae.beane@ripleydesigninc.com

Accela Case Type - VSP

DESCRIPTION OF SITE

Address:	14600 Riverdale Rd
City, State, Zip:	Brighton, CO 80602
Area (acres or square feet):	22.05 acres
Tax Assessor Parcel Number	0157114301001 and 0157114301002
Existing Zoning:	A-1
Existing Land Use:	Farmland/Nursery
Proposed Land Use:	Commercial Campground - RV Park

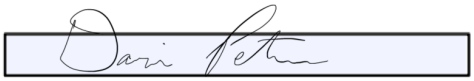
Have you attended a Conceptual Review? YES [X] NO [ ]

If Yes, please list PRE#: 2023-00068

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: Darin Peterson Date: 06/24/2026

Owner's Printed Name

Name: 

Owner's Signature

Accela Case Type - VSP

ripley design
LANDSCAPE ARCHITECTURE, LAND PLANNING

Riverdale RV Park

Variance Request – Commercial Campground Access

June 23, 2026

Development Standards and Regulations

4-09-02-06 Campgrounds, Commercial:

Access: Commercial campgrounds shall be located on properties with direct access to an arterial road or highway. No direct access from a public road to an individual campsite shall be permitted.

Chapter 11 - Definitions:

11-02-44 Arterial Street (including Major and Minor):

A street that has limited access control designed to provide continuity throughout the metropolitan area. An arterial street may form boundaries for neighborhoods, may have signals at major intersections, and may have limited access. Intersections occur at grade, and in some cases, direct access to abutting property is provided. However, access should be limited to allow for more efficient traffic flow.

11-02-109 Collector Street

A street designed as a main interior street that collects and distributes traffic between local and arterial streets, typically with stop signs on side streets and traffic signals at arterials.

Reason for the Request

Recreational Vehicle Park Use, categorized as *Campgrounds, Commercial* is conditionally allowed within the existing zone district (A-1), subject to performance criteria for the subject use. The purpose of this request is to obtain a variance from the arterial/highway road access requirement in the *Campgrounds, Commercial* performance criteria for the property located at 14600 Riverdale Rd. Approving the variance would allow site access on Riverdale Road, a collector road. Providing access on a collector roadway is a more appropriate solution than requiring access on a higher-capacity roadway, because collectors are designed to collect traffic, better accommodate direct land access, lower travel speeds, and frequent turning movements, which reduces conflict points and improves safety.

The property is dependent on an existing roadway and access conditions that establish a single viable access location onto an existing collector road. In addition to these conditions, the performance criteria requiring access onto an arterial road or highway would result in an access design that does

not appropriately accommodate safe RV operations. The requested variance is therefore necessary to balance safety with the physical realities of the property in alignment with Chapter 8 - Access Design and Traffic Requirements.

Justifications

The intent of this memo is to prove that by granting a variance to the Campgrounds, Commercial Performance Criteria in section 4-09-02-06(4), "the spirit of these standards and regulations shall be observed, public safety and welfare secured, and substantial justice done," as stated in the purpose of the variance section 2-02-23-01.

The following sections will describe the justifications for approving the variance with consideration for the eight (8) Criteria for Approval listed in section 2-02-23-06:

Justification Criteria 1 – Special physical requirements or circumstances causing a hardship
The property has unique transportation and access circumstances that are peculiar to the land and not generally applicable to other similarly zoned properties within Adams County. The hardship is created by the existing road classification, location/access constraints, and the operational characteristics of recreational vehicle traffic. There is also a hardship in that the site is bounded on the eastern boundary by the Hammer Reservoir with no option to connect to the east.

Riverdale Road is classified as a collector within Adams County, which was established independently of the proposed development, and is a unique characteristic of the site itself. The collector road being adjacent to the site is considered a hardship in terms of meeting the requirement for access, but it can also be seen as a public safety benefit to have a collector road adjacent to the site instead of an arterial or highway.

If the site were to be located on an arterial or highway, access could introduce turning and merging conflicts between slower moving RV traffic and higher speed through traffic. A collector roadway is a more suitable road classification for RVs because they are specifically intended to accommodate direct land access, turning movements, and lower travel speeds. Due to the physical location of this property, the collector roadway provides the only practical and access opportunity for a recreational vehicle campground. The posted speed on Riverdale Road just south of the site is 35 mph, where an arterial road or highway could be posted at speeds as high as 75mph which is the speed of E-470 to the south.

Campground uses in Adams County require access from an arterial or highway roadway classification even though a collector roadway is best suited to accommodate the operational characteristics of RV traffic and to meet the access criteria from the code. Chapter 8 specifically identifies safety as a top priority when determining access for development. Section 8-01-03 (table 8.2 and 8.3) explains the Criteria for Access onto Major and Minor Arterials. Within these tables, it directly states that "private direct access" generally shall not be allowed onto arterials. In this case, the code is contradictory when the performance criteria states that commercial campgrounds are required to have access onto an arterial road but the criteria for access says that private direct access is generally not to be allowed onto arterials. This inherently leads to a hardship in balancing access requirements with safety. Most properties in the A-1 zone district do not face this same conflict between a code-required access classification and an adjacent roadway whose intended function is to provide safer property access.

Justification Criteria 2 – Deprivation of rights enjoyed by other properties in same district
The literal interpretation of the arterial/highway access requirement would effectively deprive the property of the ability to utilize the only and safest roadway connection available to the site. Other similarly situated properties with collector access are able to utilize the adjacent roadway facilities to directly access their land. Even agricultural operations require the use of large vehicles, trailers and equipment, which typically require slower speeds and larger turning radii similar to that of an RV.

The County's own access management regulations recognize that certain roadway categories are specifically intended to provide safe access to adjacent properties, which aligns with the purpose of the standards and regulations in terms of public safety. By allowing this site to utilize the adjacent collector road for safe access, it secures welfare for cars traveling on the roadway, and substantial justice because other properties adjacent to collector roadways are generally allowed to utilize those roadways for property access consistent with their intended function, while this property is uniquely prevented from doing so solely because of the campground-specific access requirement.

The arterial or highway access requirement for commercial campgrounds directs slower-moving RV traffic onto a higher-speed arterial or highway corridor designed primarily for uninterrupted through traffic which is a safety concern. Due to the speed difference between RV traffic and arterial/highway traffic, direct access onto an arterial road or highway could create increased potential for rear-end collisions, turning conflicts, and operational disruptions along the road.

Overall, requiring the RV park to access exclusively from an arterial roadway or highway would impose a transportation burden and safety constraint not commonly imposed on other land uses that generate lower-speed access movements that are compatible with collector roadway design.

Justification Criteria 3 – Granting of the variance will not confer any special privileges
The variance does not provide a special privilege because it is not requesting to avoid applicable infrastructure obligations, nor gain an advantage over other A-1 properties. Instead, the variance is requested to address a unique site-specific transportation condition and to allow the property to utilize the safest available access configuration.

Applicants in Adams County can apply for variance requests when there are practical difficulties or unnecessary hardships associated with the application, and this specific request is following the specific procedural requirements. This process is available to any applicant wishing to develop in Adams County. Any future applications to approve development on this site will comply with all other applicable development standards and performance criteria as required by Adams County.

Justification Criteria 4 – The property cannot reasonably be developed because of physical circumstances or conditions
Because of the property's physical shape, location, and roadway context, strict compliance with the applicable access requirements would prevent the site from being reasonably developed. The property has a single feasible access location determined by its existing roadway frontage conditions and surrounding parcel configuration.

Recreational vehicle campground operations generate traffic composed of large, slow-moving vehicles with extended turning radii, longer stopping distances, and slower acceleration onto the roadway. These operational requirements are similar to other typical A-1 district uses that require the use of semi-trucks, trailers, tractors, and other agricultural equipment.

Because the Riverdale Road collector classification is fixed and unable to change, the variance request is the most viable option to move forward. This physical condition prohibits the property from being reasonably developed, so the requested variance is necessary to allow the site to be developed in a manner that maintains safe access operations consistent with the intended use.

Justification Criteria 5 – Special circumstances applicable to the property have not been created by voluntary action or negligence by person having interest in property
The need for the variance is due to pre-existing physical and transportation-related conditions of the property, including the surrounding roadway network and access configuration, all of which were established independently of the applicant and are beyond the applicant's control.

The applicant has not altered, modified, or created the surrounding roadway system, nor has any action been taken to limit access options or constrain the property's connection to the public roadway network. The single access condition is a result of existing transportation infrastructure and parcel layout, not a result of subdivision design, internal site configuration, or avoidance of applicable standards.

Accordingly, the need for the variance arises from inherent physical characteristics of the land and its surrounding transportation context, rather than from voluntary actions, design decisions, or negligence by the applicant or any prior property owner.

Justification Criteria 6 – Granting the variance will be in harmony with the general purpose and intent of these standards and regulations and with the Adams County Comp Plan
The requested variance is consistent with the purpose and intent of the Adams County Development Standards and Regulations and the 2022 Advancing Adams Comprehensive Plan because it promotes "orderly, efficient, and integrated development" by integrating with the function of the surrounding transportation network, locating access on where the operational characteristics of RV traffic can be safely accommodated, and utilizing the adjacent collector roadway for its intended purpose. By allowing access from the collector roadway, the variance implements the County's stated objective of preserving the health, safety, and welfare of the public through a transportation solution that is compatible with both the proposed use and the intended function of the roadway serving the property.

The primary intent of the County's standards and regulations related to access is to ensure that land use access is located and designed in a manner that protects public safety, minimizes traffic conflicts, and preserves the functional integrity of the roadway system. The Comprehensive Plan emphasizes the importance of creating a safe, connected, and convenient transportation network and coordinating land use decisions with transportation infrastructure to ensure compatibility between development patterns and roadway function. The A-1 zone district within the future land use categories section calls out ideal mobility as having "moderate capacity road corridors" with collectors and arterials as the main roads. This aligns with the access requested for this site located within the A-1 district.

The requested variance advances these objectives by ensuring that recreational vehicle traffic is accommodated in a manner consistent with its operational characteristics. RV traffic requires access conditions that minimize conflict with through traffic and reduce turning friction at the roadway interface. Granting the variance ensures that access is designed in a manner that reduces turning conflicts, and improves safety at the access point, while maintaining the function of the surrounding roadway network.

Accordingly, the variance is in harmony with the general purpose and intent of the County's standards and regulations because it results in a safer and more functionally appropriate access that supports coordinated functionality and transportation planning objectives.

Justification Criteria 7 – Granting the variance from a strict application of these standards will not cause substantial detriment to the public good or impair the intent of the standards and regulations

Granting the variance will not cause substantial detriment to the public good and will instead improve transportation safety by allowing the direct access point for the campground to exist on a collector road, instead of a property served by an arterial road.

As mentioned in previous sections, the requirement for RVs to have direct access onto an arterial roadway or highway could introduce slower-moving RV traffic into a higher-speed traffic environment, increasing the likelihood of traffic conflicts. The proposed collector access aligned with the existing drive substantially reduces those risks by utilizing a lower-speed roadway intended to accommodate direct land-access activity. The variance for allowing access will not affect any of the current roadway conditions therefore will not cause any detriment to the public good. During the future conditional use permit process, a traffic study will be provided, and any required roadway improvements will be worked through with staff at that time.

Previous email correspondence in 2024 from County staff states that the Public Works department agrees that access can be granted for this site and is in support of the current access location remaining at the existing driveway. The Adams County code reiterates that the interpretation of the Development Standards and Regulations by staff, boards, and commissions shall reflect the purpose of protecting the health, safety, and welfare of the public. With staff allowing access onto Riverdale at the existing driveway location, it shows that health, safety, and welfare of the public was taken into consideration when making that interpretation.

Justification Criteria 8 – The variance would not allow a use which (a) is not otherwise permitted in the zone district in which the property is located, (b) would result in the extension of a non-conforming use, or (c) would change the zone classification of any or all of the subject property

The requested variance would not allow a use that is prohibited in the A-1 zone district, but it paves the way for the applicant to submit a conditional use permit to allow for a Commercial Campground use. The conditional use code section 2-02-09-01 specifically states that, "Conditional uses are those uses which are presumptively compatible with other land uses authorized or permitted in a zone district…"

The variance does not extend nonconforming uses since there are no active uses on the site. It also doesn't alter the zoning classification of the property, and the underlying zoning would remain as A-1. The request relates solely to roadway access location and in order to approve any development on the site, a development review process is required and with the approval of the variance, the future application would be submitted as a Conditional Use Permit.

In summary, providing access onto a collector roadway is a more appropriate solution to allow RV access instead of an arterial or highway. The requested variance is justified because the unique physical and transportation characteristics of the property create a hardship that is not generally applicable to other properties in the A-1 zone district. Approving the variance for access onto Riverdale Road satisfies the applicable approval criteria, and observes the spirit of these standards and regulations with regards to public safety, welfare, and substantial justice.

LEGAL DESCRIPTION

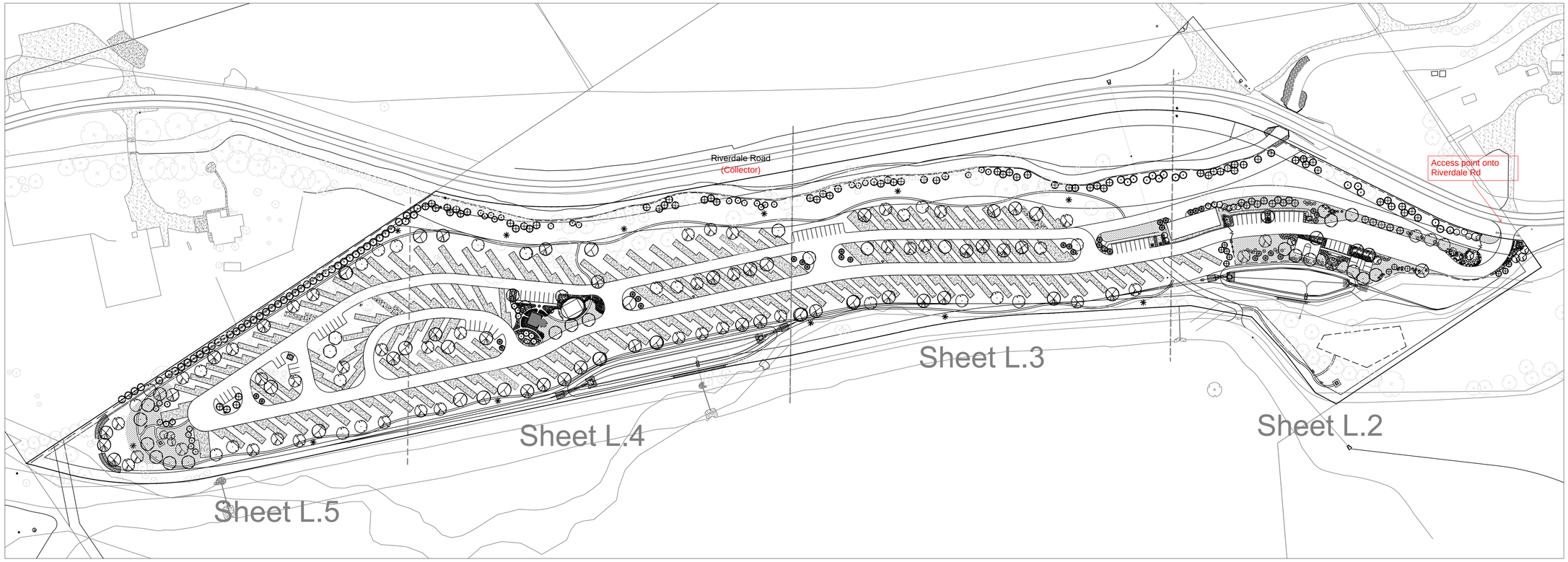
Lots 1 and 2,

Block 1,

Centennial Estates, Amendment No. 1,

County of Adams,

State of Colorado.



North

0 100 200

Scale 1"=100'

TIM DUNN A.S.L.A. R.L.A.
TIM DUNN DESIGN LANDSCAPE ARCHITECTURE
tadunn1958@gmail.com 720-350-2411
www.timdunnlandscapearchitect.com

REV. NO.	DESCRIPTION	DATE

RIVERDALE RV PARK

MDC HOLDINGS
Darin Peterson

ADAMS COUNTY, COLORADO

PROJ NO:

DRAWN BY: TAD

DATE : 4.1.26

SHEET NUMBER

L.1

1 OF 11

TODD CREEK
METROPOLITAN DISTRICT
VILLAGE

10450 E 159th Ct.
Brighton, Co. 80602

Phone: 303-637-0344
Fax: 303-637-0423
www.toddcreekvillage.org

May 22, 2025

RE: Conditional Will-Serve Letter for the MDC HOLDINGS LLC properties in Adams County, Colorado

Dear Owner's Representative:

You are the owner's representative of the MDC HOLDINGS LLC parcels identified as Parcel numbers 0157114301002 and 0157114301001 (the "Owner") in Adams County, Colorado (the "Property"). The Property is generally located in the northeast quadrant of E-470 and Riverdale Rd. in Adams County, Colorado. The Property is located within the service area of Todd Creek Village Metropolitan District ("TCVMD" or the "District"). It is the understanding of TCVMD that the Owner wishes to develop certain sites within the Property (the "Site") and seek Service (as defined below) to the Site. Therefore, the Site is the subject of this Conditional Will-Serve Letter from TCVMD.

TCVMD is willing and able to provide potable and non-potable water service and sanitary sewer service to the Site (the "Service") for commercial uses to supply 150-175 full-time RV living sites and two commercial buildings subject to the following conditions, which shall be conditions precedent to any obligation on the part of TCVMD to provide such Service:

1. The Owner shall pay TCVMD's then current water and sewer tap fees and all other applicable fees, rates, tolls and charges imposed pursuant to TCVMD's then current Rules and Regulations, as may be amended from time-to-time.

2. The Owner shall dedicate all groundwater rights to the District as outlined in TCVMD's Rules & Regulations at such time the District requires.

3. This Conditional Will-Serve Letter, as it relates to sewer service availability, is subject to approvals from Metro Water Recovery (MWR) related to inclusion of the properties into the approved collection area map and a new tie-in location to the MWR system. On December 19, 2023 Metro Water Recovery and TCVMD executed the contract bringing in TCVMD as a Special Connector.

4. The Owner shall design, construct, acquire easements and install any and all infrastructure required or deemed necessary by TCVMD to provide Service to the Site (including but not limited to: service taps, service lines, mainlines or any other improvements and facilities required, including any permits or improvements required by Adams County). The Owner shall design all such Owner-installed infrastructure according TCVMD's design standards and in accordance with TCVMD's Rules and Regulations, in place at such time as the design is completed. The Owner shall reimburse TCVMD for any and all costs the District incurs related to its review of the infrastructure design, construction and installation, including reimbursement of

TODD CREEK
METROPOLITAN DISTRICT
VILLAGE

10450 E 159th Ct.
Brighton, Co. 80602

Phone: 303-637-0344
Fax: 303-637-0423
www.toddcreekvillage.org

its engineering, legal and other consultant fees.

5. The Owner will be required to pay for any off-site capital improvements deemed necessary by TCVMD to provide Service to the Site including, but not limited to, water storage tanks, pipelines, reservoir improvements, pumps, water treatment plant or upgrades needed to any other District infrastructure.

6. TCVMD will provide the Owner with non-monetary assistance in the acquisition of easements necessary to provide for offsite infrastructure that allows TCVMD to provide Service to the Site. In addition, TCVMD will provide the terms of, and administer, reimbursement or cost recovery agreements related to the installation or upsizing of offsite facilities or infrastructure designed and constructed by the Owner benefiting future development receiving service from TVCMD. The standard life span of such reimbursement agreements is fifteen years.

7. The Service will be provided to the Site, subject to and conditioned upon, compliance with the District's policies and Rules and Regulations as may be amended from time-to-time and the payment of all applicable fees, rates, tolls and charges imposed thereunder. This commitment shall run only to the Site and shall not be transferrable or assignable in any manner whatsoever.

This Conditional Will-Serve Letter shall not be effective until the Owner purchases Taps or execute a Tap Purchase Agreement with TCVMD indicating the Owner's willingness to be bound by the terms set forth therein.

If anyone has any follow-up questions or concerns, please do not hesitate to contact me.

Todd Creek Village Metropolitan District

Don Summers
General Manager,
Todd Creek Village Metropolitan District

cc: Blair Dickhoner, District Counsel
Todd Creek Village Metropolitan District - Board of Directors

EQUITY TITLE OF COLORADO

710 Kipling Street, Suite 100
Lakewood, CO 80215
Phone: (303) 563-4640 ● Fax: (303) 563-4650

Date: August 21, 2023
Our File Number: 00028163 KR

C-3 Added deletions of 1-3

Re: Aggregate Resources, a Colorado General Partnership / MDC Holdings LLC, Missouri Limited Liability Company
Property Address: TBD Riverdale Road Brighton, CO 80602

Escrow Officer:	*Debbie Evans*	*(303) 563-4640*	*devans@equitycol.com*
Escrow Assistant:	*Josh Reynolds*	*(303) 563-4640*	*jreynolds@equitycol.com*

Delivery List

Listing Broker:
RE/MAX 100, Inc.
710 KIPLING ST, SUITE 110
LAKEWOOD, CO 80125
Attn: Jim Weichselbaum
Ph: (303) 232-4444 Fax: (303) 232-6919
Email: jmweichselbaum@gmail.com
SENT VIA EMAIL

Seller:
Aggregate Resources, a Colorado General Partnership
Email:
Email:
SENT VIA LISTING BROKER

Selling Broker:
VIP Real Estate Co
50 S. Steele St. Ste. 500
Denver, CO 80209
Attn: Brian A. Furer
Ph: (720) 251-0778 Fax: (877) 655-8051
Email: Brian@VIPRealEstateCo.com
SENT VIA EMAIL

Buyer:
MDC Holdings LLC, Missouri Limited Liability Company
Email:
Email:
SENT VIA SELLING BROKER

Lender:
CASH

Attn:
Ph: Fax:
Email:
SENT VIA EMAIL

Copy to: Accommodator 1
Laura Prinzi

Attn:
Ph: Fax
Email: laurap.remax100@gmail.com
SENT VIA EMAIL

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
ISSUED BY
Stewart Title Guaranty Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, a Texas (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Authorized Signature

Equity Title of Colorado
Company Name

Lakewood, CO 80215
City, State

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under state statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I—Requirements; and
   f. Schedule B, Part II—Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. LIMITATIONS OF LIABILITY

   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
   e. The Company is not liable for the content of the Transaction Identification Data, if any.
   f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

   a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   b. Any claim must be based in contract and is restricted to the terms and provisions of this Commitment.
   c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PROFORMA POLICY

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

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. This Commitment Condition does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

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

11. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

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

Issuing Agent:	Equity Title of Colorado
Issuing Office:	710 Kipling Street, Suite 100,Lakewood, CO 80215
ALTA® Universal ID:	None
Loan ID Number:	
Issuing Office File Number:	00028163-009-DE9-KR
Property Address:	TBD Riverdale Road, Brighton, CO 80602

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Effective Date: **August 14, 2023**
2. Policy to be issued:
   (a) **ALTA Standard Owner's Policy (7-1-21)**
   Proposed Insured: **MDC Holdings LLC, Missouri Limited Liability Company**
   Proposed Amount of Insurance: **$995,000.00**
   The estate or interest to be insured: **FEE SIMPLE**
   (b) **ALTA Standard Loan Policy (7-1-21)**
   Proposed Insured: **CASH, its successors and/or assigns, as their interests may appear**
   Proposed Amount of Insurance: **$0.00**
   The estate or interest to be insured: **FEE SIMPLE**
   (c) None
   Proposed Insured:
   Proposed Amount of Insurance:
   The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:
   FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:
   Aggregate Resources, a Colorado General Partnership
5. The Land is described as follows:
   See Exhibit A attached hereto and made a part hereof.

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

TITLE PREMIUMS

Owner's Policy – Basic Rate	$	2756.00
CLTA 110.1 Deletions of 1-3	$	65.00
Bundled Loan Policy Rate (Basic $ TBD)	$	TBD
Form ALTA 9.10 Comprehensive	$	Included
Form ALTA 8.1 Environmental	$	Included
Chain of Title	$	Included
Tax Certificate	$	60.00
TOTAL Closing Protection Letter Fee (if applicable): $25.00	$	

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

EXHIBIT A
LEGAL DESCRIPTION

Lots 1 and 2,
Block 1,
Centennial Estates, Amendment No. 1,
County of Adams,
State of Colorado.

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B – PART I
REQUIREMENTS

All of the following Requirements must be met:

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

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

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

D. 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.

i. Warranty Deed satisfactory to the Company, from Aggregate Resources, a Colorado General Partnership, vesting fee simple title in and to MDC Holdings LLC, Missouri Limited Liability Company.

ii. Deed of Trust satisfactory to the Company, from MDC Holdings LLC, Missouri Limited Liability Company, to the Public Trustee of Adams County, for the benefit of CASH.

E. The following requirements are made regarding Aggregate Resources, a Colorado General Partnership:

a. Record a Statement of Authority.
b. Review of the Partnership Agreement.

F. Item Deleted

G. If SELLER has any knowledge of current liens or open Deeds of Trust against the subject property, that are not disclosed by this Commitment, you must contact your closer immediately for further review prior to closing.

H. Item Received.

I. Evidence if any that all assessments for common expenses due under the Declaration referred to in Schedule B, Section 2 contained herein, have been paid.

J. Receipt by the Company of a satisfactory Final Affidavit, executed by Aggregate Resources, a Colorado General Partnership.

K. Receipt by the Company of a satisfactory Final Affidavit, executed by MDC Holdings LLC, Missouri Limited Liability Company.

L. Payment of all taxes and assessments now due and payable.

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B
PART I – REQUIREMENTS
(Continued)

END OF SCHEDULE B – Part I

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

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B – PART II

EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.

   NOTE: Upon receipt of final affidavits, as shown in Schedule B - Section 1, Exceptions 1 through 3 will not appear on the Owner's Policy (if any) to be issued hereunder.
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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date of which all of the Schedule B, Part I - Requirements are met.

   NOTE: Provided Equity Title of Colorado, LLC conducts the closing of this transaction, Exception 5 will be deleted.
6. Taxes and assessments which are a lien or are now due and payable; any tax, special assessment, charge or lien imposed for or by any special taxing district or for water or sewer service; any unredeemed tax sales.

   NOTE: Upon payment of all taxes and assessments now due and payable, as shown in Schedule B - Section 2, Exception 6 will be amended to read as follows: "Taxes and assessments for the year 2022 and subsequent years, a lien, not yet due or payable."
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; (d) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records or listed in Schedule B.
8. Any water rights or claims or title to water, in, on or under the land.
9. Any existing leases or tenancies.
10. Right of Way for ditches or canals constructed by the authority of the United States as reserved in the United States Patent recorded October 5, 1928, in Book 172 at Page 36 and reserving, also, to the United States all coal in the lands so granted, and to it, or persons authorized by it, the right to prospect for, mine and remove coal from the same upon compliance with the conditions of and subject to the limitations of the Act of June 22, 1910 (36 Stat. 583), said Patent for the NW ¼ of SW ¼ of Section 14, Township 1 South, Range 67 West of the 6th P.M.

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B
PART II – EXCEPTIONS
(Continued)

11. Easement and right of way for telephone and telegraph purposes, granted to The Mountain States Telephone and Telegraph Company, by Gates Cyclo, Inc., by instrument recorded September 6, 1961, in Book 932 at Page 285.

12. Easement and right of way granted to Public Service Company of Colorado by Gates Cyclo, Inc., in instrument recorded July 19, 1962 in Book 999 at Page 259.

13. Terms, conditions and provisions of the Oil and Gas Lease by and between United Bank of Denver National Association and Texas American Oil Corporation recorded October 31, 1980 in Book 2503 at Page 979.

    Amendment of Oil and Gas Lease recorded October 28, 1985 in Book 3066 at Page 255.

14. Terms, conditions and provisions of the Right-of-Way Contract by and between Aggregate Resources and Vessels Gas Processing, Ltd. recorded September 27, 1983 in Book 2794 at Page 727.

15. Terms, conditions and provisions of the Stipulation of Interest and Corrective Cross Conveyance of Interest recorded February 15, 1990 in Book 3648 at Page 294.

16. Terms, conditions and provisions of the Right-of-Way Contact recorded October 11, 1983 in Book 2798 at Page 884.

17. Terms, conditions, provisions and easements as contained in the Right of Way Easement recorded November 6, 1984 in Book 2941 at Page 790.

18. Terms and conditions as set forth in the Gas Pipeline Easement Grant, recorded November 7, 1994, in Book 4420 at Page 151.

19. Terms and conditions as set forth in the Short Form Lease, recorded March 27, 1995, in Book 4485 at Page 997.

    Assignment of Leases recorded May 10, 1999 at Reception No. C0540653.

20. Terms and conditions as set forth in the Right of Entry, recorded May 11, 2004, as Reception No. 20040511000341220.

    Partial Assignment and Assumption Agreement recorded June 6, 2008 at Reception No. 2008000045773.

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

SCHEDULE B
PART II – EXCEPTIONS
(Continued)

21. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Centennial Estates, recorded April 16, 1984, in Book F16 at Page 68, as Reception No. B497857 and the plat of Centennial Estates, Amendment No. 1 recorded December 20, 2010, in Book F26 at Page 102, as Reception No. 2010000088066.

21. Any increase or decrease in the area of the land and any adverse claim to any portion of the land which has been created by or caused by accretion or reliction, whether natural or artificial; and the effect of the gain or loss of area by accretion or reliction upon the marketability of the title of the land.

22. The following encroachments as disclosed by the Improvement Survey Plat and Topography, dated June 13, 2023, prepared by Geodesk USA LLC,:

a. Asphalt Service Road and Fence overlap on the Northeasterly corner of the land.
b. Any loss or damage arising from the fact that the fence lines on or near the perimeter of subject property do not coincide with the exact property lines.

END OF SCHEDULE B – PART II

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

DISCLOSURES

Pursuant to C.R.S. 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 SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
C. 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: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G 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 Equity Title of Colorado, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title 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 materialmen 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 unfiled Mechanic's and Materialmen'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 the 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.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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 a 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: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

Orange Coast Title Family of Companies
PRIVACY POLICY

We are committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information we receive from providers of services to us, such as appraisers, appraisal management companies, real estate agents and brokers and insurance agencies (this may include the appraised value, purchase price and other details about the property that is the subject of your transaction with us).
- Information about your transactions with us, our Affiliated Companies, or others; and
- Information we receive from a consumer reporting agency.

Your California Rights (see attachments) or you may visit our website at https://www.titleadvantage.com/privacypolicy.htm or call toll-free at (866) 241-7373. *Only applies to CA residents*

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Other Important Information
We reserve the right to modify or supplement this Privacy Policy at any time. If our Privacy Policy changes, we will post the updated Privacy Policy on our website and provide the ability to opt out (as required by law) before the new policy becomes effective.

If you have any questions or comments regarding our Privacy Policy you may contact us at our toll free number (866) 241-7373 or email us at dataprivacy@octitle .com.

Privacy Policy Last Revision 12/26/2019
Effective on 1/1/2020

Your California Rights

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act ("CCPA"). All phrases used herein shall have the same meaning as those phrases used under relevant California law, including but not limited to the CCPA.

Right to Know
You have the right to know:

- The categories of personal information we have collected about or from you;
- The categories of sources from which we collected your personal information;
- The business or commercial purpose for collecting or sharing your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of your personal information we have collected.

Process to Submit a Request. To submit a verified request for this information you may visit our website at https://www.titleadvantage.com/privacypolicy.htm or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by visiting our website https://www.titleadvantage.com/privacypolicy.htm or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle .com.

Verification Method. In order to ensure your personal information is not disclosed to unauthorized parties, and to protect against fraud, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right of Deletion
You have a right to request that we delete the personal information we have collected from or about you.

Process to Submit a Request. To submit a verified request to delete your information you may visit our website at https://www.titleadvantage.com/privacypolicy.htm or call toll-free at (866) 241-7373. You may also designate an authorized agent to submit a request on your behalf by clicking here or calling toll-free at (866) 241-7373 and then also submitting written proof of such authorization via e-mail to dataprivacy@octitle .com.

Verification Method. In order to ensure we do not inadvertently delete your personal information based on a fraudulent request, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested to be deleted, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out
We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination
You have a right to exercise your rights under the CCPA without suffering discrimination. Accordingly, OC Title & family of Companies will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

California Minors
If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Applications or Websites. To make such a request, please send an email with a detailed description of the specific content or information to dataprivacy@octitle .com. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

Collection Notice
The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected
The categories of personal information we have collected include, but may not be limited to:

- real name
- signature
- alias
- SSN
- physical characteristics or description, including
- protected characteristics under federal or state law
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number

- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

Categories of Sources
Categories of sources from which we've collected personal information include, but may not be limited to:
- the consumer directly
- public records
- governmental entities
- non-affiliated third parties
- affiliated third parties

Business Purpose for Collection
The business purposes for which we've collected personal information include, but may not be limited to:
- completing a transaction for our Products
- verifying eligibility for employment
- facilitating employment
- performing services on behalf of affiliated and non-affiliated third parties
- protecting against malicious, deceptive, fraudulent, or illegal activity

Categories of Third Parties Shared
The categories of third parties with whom we've shared personal information include, but may not be limited to:
- service providers
- government entities
- operating systems and platforms
- non-affiliated third parties
- affiliated third parties

Sale Notice
We have not sold the personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated, and we have no plans to sell such information in the future. We also do not, and will not sell the personal information of minors under sixteen years of age without affirmative authorization.

Disclosure Notice
The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the twelve months preceding the date this Privacy Notice was last updated.
- real name
- Signature
- Alias
- SSN
- physical characteristics or description, including protected characteristics under federal or state law
- address
- telephone number
- passport number
- driver's license number
- state identification card number
- IP address
- policy number
- file number
- employment history
- bank account number
- credit card number
- debit card number
- financial account numbers
- commercial information
- professional or employment information

If you have any questions and/or comments you may contact us:

Call Us at our toll free number (866) 241-7373
Email Us at dataprivacy@octitle .com

Revised on 1/24/2020 / Effective on 1/1/2020

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. We do not control their subsequent use of information, and suggest you refer to their privacy notices.

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 00028163-009-DE9

THIS ADDENDUM IS MADE PART OF THE POLICY AND IS PERMANENTLY AFFIXED HERETO
COLORADO ANTI-FRAUD DISCLOSURE
PURSUANT TO C.R.S. 10-1-128 (6)

"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."

ENDORSEMENT

Attached to Commitment No. 00028163

Issued by

Stewart Title Guaranty Company

Order No.: 00028163

The company hereby assures the Proposed Insured listed in Schedule A, 2(a) or 2(b) of the Commitment as follows:

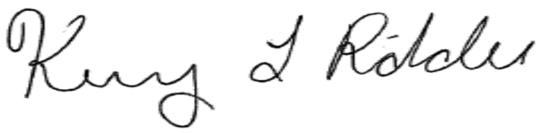
That according to Public Records, there have been no Deeds, other than the Deed(s) which vest title in the Owner(s) stated in Schedule A of the Commitment conveying the land described in this Commitment within a period of 24 months prior to the commitment date, except as follows:

NONE

This endorsement is made a part of the commitment and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the commitment and any prior endorsements, nor does it extend the effective date of the commitment and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed, and valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Countersigned:



Authorized Signatory

ADAMS COUNTY COLORADO

TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0179855	0157114301001	Mar 7, 2025	2025-03-07-TML-5907

MDC HOLDINGS LLC
1108 NORTHSHORE DR
COLUMBIA, MO 65203-2998

Situs Address	Payor
0	MDC HOLDINGS LLC 1108 NORTHSHORE DR COLUMBIA, MO 65203-2998

Legal Description

CENTENNIAL ESTATES AMENDMENT NO 1 BLK 1 LOT 1

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 1-4.99 AC - 0520	6,272	1,750	2024	290	105.048

Payments Received

Check — Multi-Account Payment

Check Number 1102

Payor MDC HOLDINGS LLC 200 PORTLAND ST COLUMBIA, MO 65201

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	$183.84	$0.00	$183.84	$0.00
				$183.84	$0.00
			Balance Due as of Mar 7, 2025		**$0.00**

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com

ADAMS COUNTY COLORADO

TREASURER'S OFFICE RECEIPT OF PAYMENT

Account	Parcel Number	Receipt Date	Receipt Number
R0179856	0157114301002	Mar 7, 2025	2025-03-07-TML-5907

MDC HOLDINGS LLC
1108 NORTHSHORE DR
COLUMBIA, MO 65203-2998

Situs Address	Payor
0	MDC HOLDINGS LLC 200 PORTLAND ST COLUMBIA, MO 65201

Legal Description

CENTENNIAL ESTATES AMENDMENT NO 1 BLK 1 LOT 2

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 10-34.99 AC - 0540	81,638	22,780	2024	290	105.048

Payments Received

Check — Multi-Account Payment

Check Number 1102

Payor MDC HOLDINGS LLC 200 PORTLAND ST COLUMBIA, MO 65201

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2024	Tax Charge	$2,393.00	$0.00	$2,393.00	$0.00
				$2,393.00	$0.00
			Balance Due as of Mar 7, 2025		**$0.00**

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

EMAIL: treasurer@adcogov.org | PHONE: 720.523.6160 | WEBSITE: www.adcotax.com