

**TOWN OF ERIE**

Community Development Department – Planning Division

645 Holbrook Street – PO Box 750 – Erie, CO 80516

Tel: 303.926.2770 – Fax: 303.926.2706 – Web: [www.erieco.gov](http://www.erieco.gov)**LAND USE APPLICATION***Please fill in this form completely. Incomplete applications will not be processed.***STAFF USE ONLY**

FILE NAME:

FILE NO:

DATE SUBMITTED:

FEES PAID:

**PROJECT/BUSINESS NAME:** Parkdale**PROJECT ADDRESS:** TBD - generally west of County Line Road and north of Baseline Road/HWY 7**PROJECT DESCRIPTION:** Parkdale is proposed to be a high quality residential addition to the Town of Erie, this proposal will include a significant amount of open space, parks, and a new entry road from Baseline/HWY 7 into the Town of Erie.**LEGAL DESCRIPTION** (attach legal description if Metes & Bounds)

Subdivision Name:

Filing #: \_\_\_\_\_ Lot #: \_\_\_\_\_ Block #: \_\_\_\_\_ Section: 36 Township: 1 North Range: 69 West

**OWNER** (attach separate sheets if multiple)

Name/Company: Richard Schillawski

Contact Person:

Address: 1160 N 119th

City/State/Zip: Erie, Co

Phone: 303-664-0156 Fax:

E-mail: RSchillawski@earthlink.net

**AUTHORIZED REPRESENTATIVE**

Company/Firm: OEO LLC

Contact Person: Matt Janke

Address: 7353 South Alton Way

City/State/Zip: Centennial, CO - 80112

Phone: 303.770.9111 Fax:

E-mail: mjanke@e5xmanagement.com

**MINERAL RIGHTS OWNER** (attach separate sheets if multiple)

Name/Company: Extraction Oil and Gas, LLC

Address: 370 17th Street, Suite 5300

City/State/Zip: Denver, CO - 80202

**MINERAL LEASE HOLDER** (attach separate sheets if multiple)

Name/Company: Extraction Oil and Gas, LLC

Address: 370 17th Street, Suite 5300

City/State/Zip: Denver, CO - 80202

**LAND-USE & SUMMARY INFORMATION**

Present Zoning: LR

Proposed Zoning: PUD/LR

Gross Acreage: 218

Gross Site Density (du/ac): 2.9 du/ac

# Lots/Units Proposed: 642

Gross Floor Area:

**SERVICE PROVIDERS**

Electric: Public Service

Metro District: N/A at this time

Water (if other than Town):

Gas: Public Service

Fire District: Mountain View Fire District

Sewer (if other than Town):

**PAGE TWO MUST BE SIGNED AND NOTARIZED**



DEVELOPMENT REVIEW FEES			
<b>ANNEXATION</b>		<b>SUBDIVISION</b>	
<input type="checkbox"/> Major (10+ acres)	\$ 4000.00	<input type="checkbox"/> Sketch Plan	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor (less than 10 acres)	\$ 2000.00	<input checked="" type="checkbox"/> Preliminary Plat	\$ 2000.00 + 40.00 per lot
<input type="checkbox"/> Deannexation	\$ 1000.00	<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
<b>COMPREHENSIVE PLAN AMENDMENT</b>		<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Amendment Plat	\$ 1000.00 + 10.00 per lot
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Road Vacation (constructed)	\$ 1000.00
<b>ZONING/REZONING</b>		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	<b>SITE PLAN</b>	
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2200.00
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
<b>SPECIAL REVIEW USE</b>		<input type="checkbox"/> Amendment (major)	\$ 1100.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (minor)	\$ 350.00
<input type="checkbox"/> Minor	\$ 400.00	<b>VARIANCE</b> \$ 600.00	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	<b>SERVICE PLAN</b> \$ 10,000.00	
<p><i>All fees <b>include</b> both Town of Erie Planning &amp; Engineering review. These fees <b>do not include</b> referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.</i></p>			

The undersigned is fully aware of the request/proposal being made and the actions being initiated on the referenced property. The undersigned understand that the application must be found to be complete by the Town of Erie before the request can officially be accepted and the development review process initiated. The undersigned is aware that the applicant is fully responsible for all reasonable costs associated with the review of the application/request being made to the Town of Erie. Pursuant to Chapter 7 (Section 7.2.B.5) of the Unified Development Code (UDC) of the Town of Erie, applicants shall pay all costs billed by the Town for legal, engineering and planning costs incurred by staff, including consultants acting on behalf of staff, necessary for project review. By this acknowledgement, the undersigned hereby certify that the above information is true and correct.

Owner: [Signature]

Date: 19 May 2017

Owner: [Signature]

Date: \_\_\_\_\_

Applicant: [Signature]

Date: May 19, 2017

STATE OF COLORADO )  
County of DENVER ) ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2017, by Richard Schiltawski.

My commission expires: 09/08/2018.  
Witness my hand and official seal.

KATHLEEN HOTCHKISS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20144035064  
MY COMMISSION EXPIRES SEPTEMBER 08, 2018

[Signature]  
Notary Public





# PARKDALE

PRELIMINARY PLAT NARRATIVE - MAY - 2017



# PROJECT TEAM

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## applicant:

OEO, LLC

7353 South Alton Way, Centennial, Colorado 80112

tel. 303.770.9111 - contact: Matt Janke

## planning consultant:

PCS Group, Inc.

P.O. Box 18287, Denver, Colorado 80218

tel. 720.249.8246 - contact: John Prestwich

## engineering & surveyor consultant:

KT Engineering

12500 W.58th Ave #230, Arvada, Colorado 80002

tel. 720.638.5190 - contact: Ken Toland

## geologic & geotechnical consultant:

CTL Thompson, Inc.

1971 West 12th Avenue, Denver, Colorado 80204

tel. 303.825.0777 - contact: Dave Glater

## mine subsidence:

Western Environment and Ecology, Inc.

2217 West Powers Avenue, Littleton, Colorado 80120

tel. 303.730.3452 - contact: Greg Sherman







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## GENERAL PROJECT CONCEPT AND PURPOSE OF THE REQUEST

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### PREFACE

OEO, LLC, (the ‘Applicant’) is pleased to present this document requesting a sketch plan review as part of the entitlement request for a tract of land located in section 36, township 1 north, range 69 west of the sixth principal meridian, county of Boulder, State of Colorado, being presented as Parkdale. In this document we will discuss the property background, the proposed uses and quality of the community.

### **The Vision.**

The creative vision for Parkdale draws its inspiration from the Town of Erie’s enduring innovative spirit, its commitment to sustainable design, and its small town charm. The Vision is based in the Town of Erie’s Comprehensive Plan, “on the premise that the health of the Town and the quality of life of its residents are not dependent on any one factor. The



underlying premise is an understanding that the Town must seek a balance between environmental, economic and community/ social considerations. Each of these components is interrelated and essential to the continued health and sustainability of the community.” (Town of Erie Comprehensive Plan)

Parkdale is designed to feel like a series of neighborhoods, while at the same time providing the means to live a modern lifestyle. Housing choices are diverse in order to appeal to a wide range of ages and lifestyles, while the proximity to the Town’s commercial and recreation areas provide the community’s basic retail, social, entertainment and service needs. Residences are situated within relatively easy walking or bicycling distance of parks, green spaces, and trail uses. The streets, and trails that interconnect the Parkdale neighborhoods gathering spaces are orchestrated to entice residents and visitors to enter into the social life of the community.

Parks and trails provide transitions between the built environment and natural open space areas, enhancing the connection between humans and nature. Trail connections encourage people to walk or bike rather than drive, potentially reducing car emissions and increasing human activity.

## Setting the Stage.

The vision for Parkdale is a series of crafted neighborhoods that are generally organized around park areas. Park areas also are used as community identity features, and are found at the terminus of the primary entries into Parkdale.

This community will strike a balance between the natural environment and the land uses required to provide an active lifestyle with access to all the services needed to support residents of every age. The spirit of this plan and its location at the southwest

gateway to the Town of Erie provide a unique opportunity to set the bar for future development in the Town of Erie.

## Design Inspiration & Guiding Principles

The inspiration for the development of Parkdale has been developed based on the following key principles: A Coordinated and Efficient Pattern of Growth, Quality Design and Development, Stewardship of the Natural Environment, Trail & Park Opportunities, and the creation of Cohesive Neighborhoods that will offer a Variety of Housing Types. The surrounding area and the natural features of the site also help shape the plan. The beautiful wetland areas are preserved to the greatest extent possible, and provide an open appealing entry experience, the gentle terrain is conducive for residential development. The plan is influenced by the reality of existing drainage patterns, the presence of existing trail corridors on the west and east edges of the property, the native grasses and trees that dot the landscape, the complex ecologies and a “spirit of the land” that constantly shifts with movement of the sun and seasons.

Incorporating the area’s spirit and preserving and enhancing its natural beauty will distinguish this community in the marketplace, maximizing value in the development process for the Town, the community, and its future residents.

To achieve a strong sense of innovation and environmental stewardship, neighborhoods shall be designed as an extension of the existing natural features. The drainage areas will be showcased as defining elements of the community. A number of guiding principles have been identified to integrate the aesthetic and historic aspects of the property and the surrounding area into the physical setting, lifestyle, and experiences of future residents. The key guiding principles include:



- Environmental Stewardship
- Time-Honored Neighborhood Development
- Healthy Lifestyles
- Sense of Place
- Gateway Entry
- Multi-Generational Community

## Environmental Stewardship

Environmental stewardship provides a fundamental concept for the Parkdale Community. Parkdale's goal is to extend a living legacy for future generations. This stewardship begins with the preservation of the area's hydrological function and sensitive habitat area and with future design efforts can be continued by developing environmental education signage, interpretive areas, and nature facilities as the community develops.

Environmental stewardship requires an integrated approach. Individual environmental measures on their own do not achieve the goal of sustainability unless they are considered within the scope of the larger system. Therefore, "green" features of the land use plan will be defined through the specific plans that will be developed after the initial stage of the project. Since each neighborhood is intended to establish a unique character, these green concepts should be flexible enough to allow for appropriate and innovative design techniques that address the specific needs of that neighborhood.

Some examples of green features include:

**GREEN CONCEPT** Create appealing and comfortable pedestrian street environments to promote pedestrian activity.

**GREEN CONCEPT** Promote public health through physical

activity by creating integrated and interconnected trail systems.

**GREEN CONCEPT** Use recycled and/or local materials in the design and construction of community monuments.

**GREEN CONCEPT** Reduce sky glow through the design and selection of lighting within streets and public spaces.

**GREEN CONCEPT** Promote community activity and engagement by creating spaces where people can come together with neighbors and friends.

**GREEN CONCEPT** Utilize native and noninvasive plants in the landscaping to reflect the adjacent natural landscape and ensure the long term health and viability of native habitats.

**GREEN CONCEPT** Minimize turf areas to reduce the demand for irrigation.

**GREEN CONCEPT** Provide shade for hardscape areas to reduce "heat island" effect.

## Time-Honored Neighborhood Development

Parkdale's goal is to embrace elements of Traditional Neighborhood Development (TND) principles, within the context of the property's setting and anticipated density, we are calling these principles Time-Honored Neighborhood Development.

Time-Honored Development will focus on creating a community that embraces many of the traditional patterns of small towns. This pattern of development is typically centered around a distinct "center" such as a park, providing an identity and a place for neighbors to come together as a community. Time-Honored





Development will promote walking by providing and locating small parks within walking distance of all homes. Streets are designed to incorporate the planting of trees to shade streets and sidewalks, creating an attractive and comfortable pedestrian atmosphere. Circulation patterns will limit block lengths, include few cul-de-sacs, and provide multiple connections to distribute traffic more efficiently, provide multiple routes, and allow pedestrians to move more freely through the community. The primary features are as follows:

- Discernible Center/Park
- Community Identity features such as unique planting or signage
- Five-minute walk to parks or trail areas for all homes
- Variety of housing types
- Multiple street connections
- Park areas, or natural features used as focal points and community “icons”

## Healthy lifestyles

To many people, the dream of a better life includes the opportunity for a healthier life.

Parkdale, and the Town of Erie in general, provides residents with every opportunity for exceptional health. Today’s builders employ green building techniques to provide healthier indoor living environments. The community trail system through this property, and connecting to larger regional trails, allow people to walk or bike, increasing their physical activity and reducing their contribution to air pollution. Energy efficient building practices and energy conservation design measures improve the quality of homes being built and ultimately create a healthier place for everyone.

All of these factors work together to provide a healthier lifestyle for

all the area’s residents.

## Sense of Place

A “sense of place” refers to unique characteristics that help define that location from any other place. This sense of place can be expressed in a number of ways including the natural and built environment. Parkdale’s natural setting provides an already established sense of place with the wetland area, drainage corridors, and proximity to the Coal Creek trail and its views of the mountains. Whether residents are walking along the internal trails, playing and socializing in the parks throughout the community, bicycling to the Coal Creek trail, or taking in the view of the Front Range, they will always recognize this area as a unique “place” and a place they are proud to call home.

In addition we have referenced the Erie Historic Survey as a way to start naming the parks internal to the community. Each Park will include some information regarding the history of the person that the park is named for, and we intend to work with the Historic Board to finalize both the names and the information being presented in each park. We believe that this adds to the authenticity and sense of place being created for the Parkdale community.

## Gateway Entry

The Parkdale property is positioned to provide a gateway entry for the southwest entry to the Town.

The Parkdale plan provides an opportunity to redefine this corridor, and establish a quality entry experience with a strong sense of community and a high quality living environment.





## Multi-Generational Community

The Parkdale community is intended to become a community where all residents can achieve an optimal lifestyle regardless of age, thus creating a multi-generational community. The Parkdale plan provides an array of amenities that equally address the needs and inspirations of residents of multiple life stages, from young, single professionals to families; from empty nesters to retirees. Programming and infrastructure for Parkdale will be universal in accommodation and appeal to all age groups. This philosophy recognizes that a successful multi-generational community requires seamless integration of all age groups, engaging people across all life stages, and recognizing the independence and value of all generations. The community's physical and activity structure should support to the fullest extent possible each individual's journey toward fulfilling their ultimate human potential through all life stages.

## The Request

The total property is approximately 218 acres, and with the PUD and Preliminary Plat we are depicting 642 single family homes ranging in size from a minimum 45'x110', to 60'x110' single family lots, as well as duplex homes. This equates to approximately 2.9 dwelling units per acre. Approximately 72 acres of the property is anticipated to remain as open space or park uses, which equates to approximately one third of the property.

Land development is a complex process. As we are all aware, the current home building market has strengthened significantly from the previous recession. Erie is a strong market, with families desiring to live in this growing and thriving community.

### Development Summary

Land Use	Acres	% of Total
Residential	83.86	38.4%
Pocket Parks	2.54	1.2%
Outlots Oil & Gas	7.83	3.6%
Open Space	31.96	14.6%
Dedicated Open Space	37.69	17.3%
Public ROW	54.6	25.0%
Total Acreage	218.48	100%



The development team assembled for this project has been active in the metropolitan market for over 30 years, bringing to this project a significant amount of expertise to ensure that what we are proposing is flexible enough to be attractive to a number of high quality home builders. Our team has had the opportunity to work very closely with the Town of Erie Planning and Engineering staff to ensure that the proposal complies with the Town zoning requirements, as well as provides options for future roadway connections, and is positioned for success as soon as the project can get to the market.

The PUD and Preliminary Plat identifies the location, anticipated function, of public and private open space, parks, trails and other common areas. In general a large portion of the area to the east of

DENSITY OF USES PROPOSED

The zoning for the full property is Low Density Residential. The UDC states that the purpose of this zoning category is to provide areas for residential uses of an urban character, at a gross density not to exceed 5 dwelling units per acre.

the new Gateway entrance to the Town of Erie will remain as open space and will incorporate a trail connection to the Coal Creek trail corridor; this area will be dedicated to the Town of Erie. In addition, several pocket parks of varying size and amenities will be built throughout the community. There are approximately 3 miles of trails anticipated in the Community, part of which is a trail connection between larger trails to both the west and east of the Parkdale property.

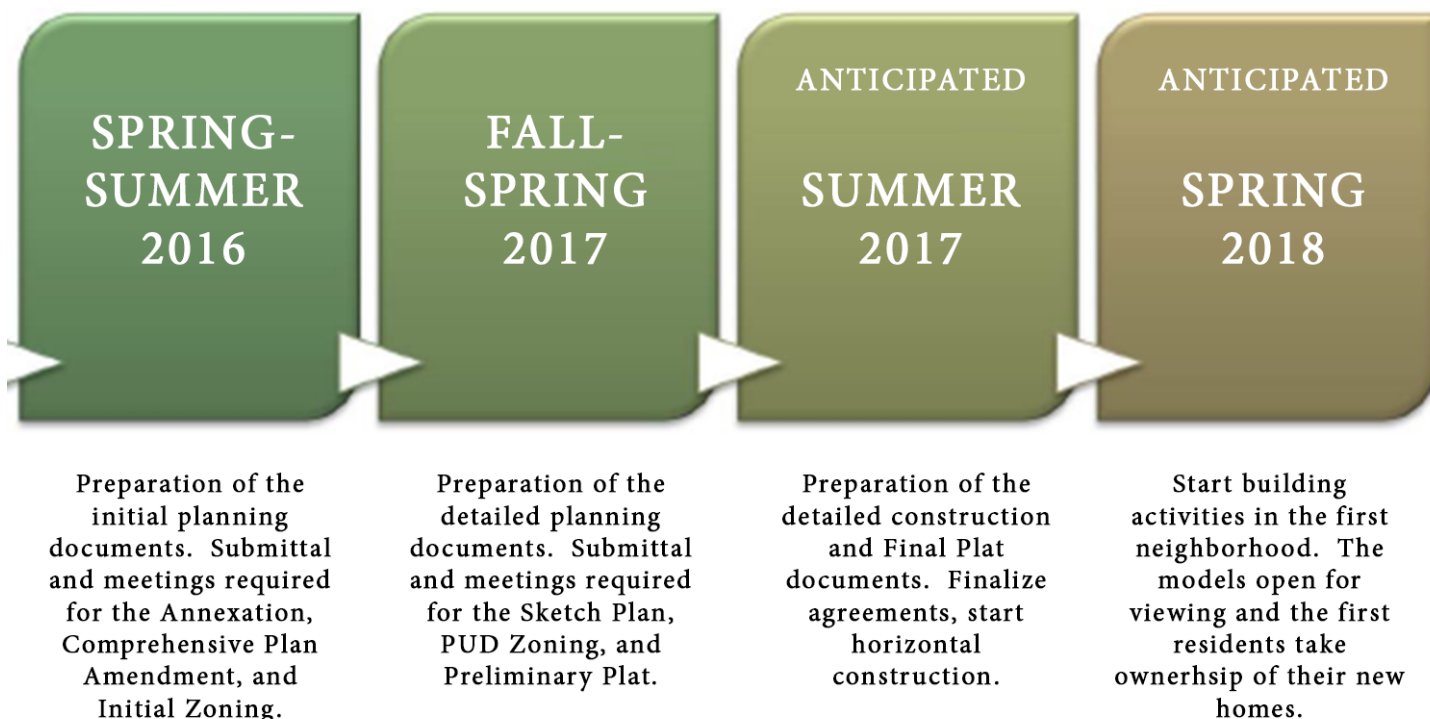
Thank you for your time reviewing this step in the process for moving this exciting community forward to reality.

The gross acreage of the property is approximately 218 acres, which equates to a zoning allowance of up to 1,090 dwelling units. The actual density being proposed as part of the PUD and Preliminary Plat is 642 units, or approximately 2.9 dwelling units per acre, about 59% of the maximum allowed under the straight zoning district.

Housing Types			
	Lot Size	Number of Homes	% of Total
Paired Homes	32' x 71.5'	102	16%
Baker Park Homes	45' x 110' (105' min)	78	12%
Richards Park Homes (Patio Home Single Story)	50' x 110'	80	12%
Balcom Park Homes	50' x 110' (105' min)	159	25%
Williams Park Homes	60' x 110'	105	17%
Village Homes	50' x 100'	118	18%
TOTAL		642	







#### PROPOSED DEVELOPMENT TIME-LINE

### TIME-LINE

Land development is a complex process. As we are all aware, the current home building market has strengthened significantly from the previous recession. Erie is a strong market, with families desiring to live in this growing and thriving community.

The rezoning process was completed in 2016 and we have positioned this property for a series of home builders to move forward with the platting entitlement process, which would then be followed with the construction document

processes. It is our hope that the platting and construction document process will be completed in 2017, and that actual development would start thereafter.

The development team assembled for this project has been active in the metropolitan market for over 30 years, bringing to this project a significant amount of expertise to ensure that what we are proposing is flexible enough to be attractive to a number of high quality home builders. In addition the proposal has been thoroughly thought through

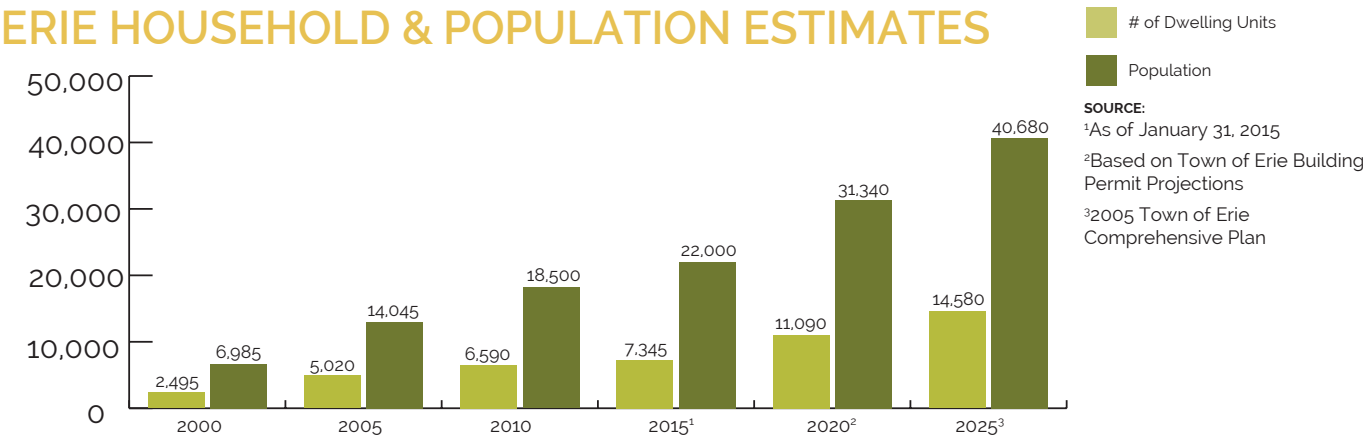


so that it complies with the Town of Erie’s Comprehensive Plan, and is positioned for success as soon as the project can get to the market.

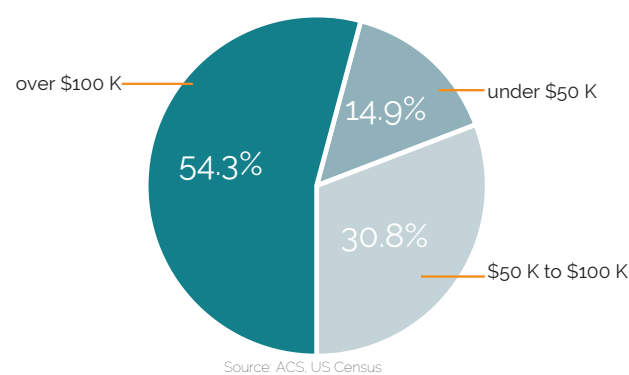
With an excellent climate, a low crime rate, excellent educational facilities and recreational opportunities we believe that The Town of Erie is an excellent choice for families to make their home. Erie Gateway South is ideally located and is being planned to provide an exciting and diverse mix of housing types and styles.

We believe that our estimate of the proposed development time-line is accurate based on the best market data that is available; however, ultimately the overall home builder market will determine when the project is developed.

## ERIE HOUSEHOLD & POPULATION ESTIMATES



## ERIE MEDIAN HOUSEHOLD INCOME



## MEDIAN HOUSEHOLD INCOME

Erie	Denver	Colorado	US
\$103,796	\$50,313	\$58,433	\$53,046

Source: US Census, ACS

## ERIE HOUSING STATISTICS

Avg. Single Family Price	\$450,867
Avg. Multi-Family Price	\$195,000
Avg. 2 Bedroom/1 Ba. Rental	\$1,315
Avg. 3 Bedroom/2 Ba. Rental	\$2,140

Source: Nov 2014/IRES, Zillow





EXISTING AND PROPOSED UTILITIES AND PUBLIC SERVICES

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UTILITIES & PUBLIC SERVICES

1. EXISTING UTILITIES

Dry Utilities

All necessary dry utilities are available within the existing street rights-of-ways adjacent the Parkdale site. Meetings with the various providers have confirmed that the existing infrastructure is of sufficient size to serve the proposed Parkdale development. No offsite improvements for dry utilities are anticipated. Below is a list of the available providers.

Gas:	Xcel Energy	1-800-481-4700
Electric:	United Power	303-659-0551
Phone:	Century Link	1-877-744-4416
Cable TV:	Comcast	1-800-934-6489

Potable Water

Potable water will be provided by the Town of Erie. An existing 12-inch water main is located in Arapahoe Road approximately one quarter mile north of the Parkdale site. An existing 14-inch water main is located in County Line Road and Main Street northeast of the site. The 14-inch



water main heads east across Coal Creek about one quarter mile northeast of the site.

#### Sanitary Sewer

Sanitary service will be provided by the Town of Erie. An existing sanitary sewer outfall has been constructed along Coal Creek. Currently the sewer outfall stops just north of the Erie Municipal Airport, approximately one mile north of the Parkdale site.

## 2. PROPOSED UTILITIES

#### Dry Utilities

Dry utilities will be brought in from the existing lines located within the adjacent streets and run throughout site to individual lots via easements located along rights-of-ways and at the rear of the lots.

#### Potable Water

The proposed water system will connect to the existing system at two locations. One 12-inch water main will run north along an existing dirt road from the northeast corner of the site to connect to an existing 12-inch main at Arapahoe Road and Quest Drive. Two offsite easements will be needed between Arapahoe Road and the site boundary. A second 12-inch water line will run north in County Line Road to Main Street to connect to an existing 14-inch water line. These 12-inch mains will be extended into the site to provide reliability and redundancy. Individual lots will be connected via meters and services lines to proposed 8-inch water mains that will be constructed within the streets.

#### Sanitary Sewer

The proposed sanitary sewer for the Parkdale development will connect to the existing sewer system that runs along Coal Creek and terminates at the northern end of the Erie Municipal Airport.

This connection will require over a mile of offsite sewer main. A 12-inch main will run east from the site across County Line Road to the west side of Coal Creek. The main will then head north along the existing bike path for approximately a third of a mile where it will go north under Coal Creek before head north again and connect to the existing manhole at the northern end of the airport. The segments east of Coal Creek have already been designed as 12-inch sewer lines as part of the South Coal Creek Sanitary Sewer Plan set prepared in October of 2015. A memorandum prepare in February 2015 by Merrick and Company recommended this section to be upsized to 18-inch. No offsite sewer easements are anticipated since sewer will be within Town if Erie owned property.

## 3. FIRE AND SCHOOL SERVICES

The Parkdale property is located within the Boulder Valley School District service boundary, and it is anticipated that this development will contribute cash-in-lieu towards the school dedication as described in the “Agreement for Fair Contributions”, between the Town of Erie and Boulder Valley School District.

The Parkdale property is identified as being served by the Mountain View Fire Protection District. The development team has initiated the inclusion process.







The location, function and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings.

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### Stewardship of the Natural Environment

The Town will identify and conserve its natural, scenic, and environmentally sensitive areas including important wildlife habitat, waterways, and visually sensitive areas. Erie will strive to be a clean, sustainable, environmentally-friendly town.

The property has a small area identified in the Town of Erie Natural Areas Inventory - Site #99, Field at South end East County Line Road. This is part of the wetland area, and is ultimately a swale tributary of Coal Creek. It is anticipated that most of this area will either

remain in its natural state, or be enhanced as part of the Gateway and trail connections. This property will provide a trail connection from trails west of this property to the Coal Creek trail system just east of the property.

The location, function and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings are identified in the PUD and Preliminary Plat.



## MINERAL RIGHTS AND PROJECT RESTRICTIONS

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### Mineral Rights

There are two existing wells on the property owned and operated by 8 North, LLC (Extraction, LLC). The ownership group has negotiated with 8 North to abandon and cap the well on the west side of the property, and to consolidate its operations to the well location on the east side of the property. An SUA has been completed for the property, no tanks will be allowed as part of the development of the oil and gas area, all operations will be a minimum of 350' from any lot.

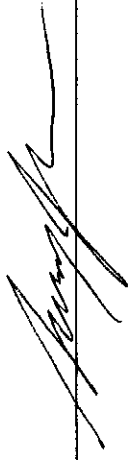
### Easements

All existing or proposed easements have been accommodated in the design of the community. Items of note are the piping of a portion of the Good Hugh ditch, and the accommodation of easements for the City of Lafayette. In general there are no more development restrictions than is typical in any large scale residential community. We do anticipate creating covenants for the community as part of the final plat process.



**Authorization by Sonya J. Lewis**

Sonya J. Lewis, the owner of the real property hereby states that Sonya J. Lewis has no objection to the Land Use Application submittals being submitted to the Town of Erie by OEO, LLC, and hereby authorizes OEO, LLC to act on behalf of Sonya J. Lewis with respect to such Applications.


By: 

)) State of Colorado  
)) County of Boulder

Acknowledged before me this 22 day of March, 2016

by Jorge Villanueva

Witness my hand and official seal.  
My commission expires August 7, 2018

  
Notary Public

JORGE VILLANUEVA Notary Public State of Colorado Notary ID 20144030956 My Commission Expires Aug 7, 2018
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Authorization by Millican Revocable Living Trust

Millican Revocable Living Trust, the owner of the real property hereby states that Millican Revocable Living Trust has no objection to the Land Use Application submittals being submitted to the Town of Erie by OEO, LLC, and hereby authorizes OEO, LLC to act on behalf of Millican Revocable Living Trust with respect to such Applications.

By: Linda Millican - Trustee

- )) State of Colorado
- )) County of Arapahoe

Acknowledged before me this 12<sup>th</sup> day of February, 2016

by Linda Millican

Witness my hand and official seal.  
My commission expires 7/15/17.

Sarah Lehr  
Notary Public



**Authorization by Lafayette-7, LLP**

Lafayette-7, LLP, the owner of the real property hereby states that Lafayette-7, LLP has no objection to the Land Use Application submittals being submitted to the Town of Erie by OEO, LLC, and hereby authorizes OEO, LLC to act on behalf of Lafayette-7, LLP with respect to such Applications.

By: [Signature]

)) State of Colorado

)) County of Jefferson & Boulder Co. Lafayette-7

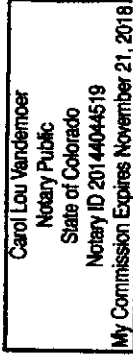
Acknowledged before me this 3 day of February, 2016

by Carol Lou Vandemoer

Witness my hand and official seal.

My commission expires 11-21-2018.

Carol Lou Vandemoer  
Notary Public



Authorization by Linn S. McDonald

Linn S. McDonald, the owner of the real property hereby states that Linn S. McDonald has no objection to the Land Use Application submittals being submitted to the Town of Erie by OEO, LLC, and hereby authorizes OEO, LLC to act on behalf of Linn S. McDonald with respect to such Applications.

By: [Signature]

- )) State of Colorado
- )) County of Los Angeles

Acknowledged before me this 23 day of March, 2016

by Renee Bubetz

Witness my hand and official seal.

My commission expires February 16 2017

[Signature]  
Notary Public







**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 500**  
**Denver, Colorado 80202**  
**Phone: (303)876-1112 Fax: (877)235-9185**

**DATE:** February 16, 2018  
**FILE NUMBER:** NCS-773940-1-CO  
**PROPERTY ADDRESS:** 1130 North 119th Street, CO  
**OWNER/BUYER:** Sonya J. Lewis/OEO, LLC  
**YOUR REFERENCE NUMBER:**  
**ASSESSOR PARCEL NUMBER:** 146536000044

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.: 4**

**Schedule A: Effective Date**

**Schedule B - Section 1 Requirements: Modification of DOT added as Requirement 6a**

**Schedule B - Section 2 Exceptions: 2 Ordered added as Exceptions 21 and 22**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, Colorado 80202

**TITLE OFFICER:** Karen Biggs

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** kbiggs@firstam.com

**DELIVERY:** E-MAIL

---

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202

**ESCROW OFFICER:** Sonya Bailey

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** sonyabailey@firstam.com

**DELIVERY:** E-MAIL

---

**To:** Davis & Ceriani, P.C.  
1350 17th Street Suite 400  
Denver , CO 80202-1581

**ATTN:** Edward Gorab

**PHONE:** (303)534-9000

**MOBILE:**

**FAX:** (303)534-4618

**E-MAIL:** egorab@davisandceriani.com

**DELIVERY:** E-MAIL

To: OEO, LLC  
7353 S. Alton Way, Ste A-100  
Englewood CO 80112

ATTN: Chris Elliott  
PHONE:  
MOBILE:  
FAX:  
E-MAIL: celliott@e5xmanagement.com  
DELIVERY: E-MAIL

---

To: Sonya J. Lewis  
1130 North 119th Street  
Lafayette, CO 80226

ATTN:  
PHONE:  
MOBILE:  
FAX:  
E-MAIL: sonyajlewis@aol.com  
DELIVERY: E-MAIL

---

To: First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202

ATTN: Beverly M. Carlson  
PHONE: (303)876-1138  
MOBILE: (720)775-8892  
FAX: (877)235-9185  
E-MAIL: bevcarlson@firstam.com  
DELIVERY: E-MAIL

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**ALTA Commitment Form****COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

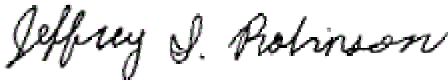
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary



1. Effective Date: February 14, 2018 at 5:00 p.m.
  - a. ALTA Owner's Policy (06-17-06) \$TBD  
  
Proposed Insured:  
OEO, LLC, a Colorado limited liability company
  - b. ALTA Loan Policy (06-17-06) \$None  
  
Proposed Insured:  
None
2. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple
3. Title to the estate or interest in the Land is at the Effective Date vested in:  
  
Sonya J. Lewis
4. The Land referred to in this Commitment is described as follows:  
  
See Exhibit "A" attached hereto and made a part hereof.  
  
For informational purposes only: 1130 North 119th Street,  
Colorado

**EXHIBIT A**

Commitment No.: NCS-773940-1-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

A portion of the following described parcel:

The North Half of the North Half of the Northwest Quarter of the Southwest Quarter of Section 36, Township 1 North, Range 69 West of the 6th Principal Meridian, County of Boulder, State of Colorado.

NOTE: The legal description set forth above will be amended upon the satisfaction of the requirements set forth in Schedule A herein.

For informational purposes only:      APN: 146536000044

**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.
4. Receipt by the Company of a true and accurate Legal Description prepared and certified by a licensed surveyor, of the property to be insured hereunder. This commitment is subject to further requirements and/or exceptions upon review.
5. Recordation of a Special Warranty Deed satisfactory to the Company, from Sonya J. Lewis, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.
6. Recordation of a Release of the Deed of Trust from Sonya J. Lewis to the Public Trustee of Boulder County for the use of Firstbank North to secure an indebtedness in the principal sum of \$50,000.00, and any other amounts and/or obligations secured thereby, dated April 2, 2007 and recorded April 11, 2007 at Reception No. [2848725](#).

NOTE: Modification of Deed of Trust in connection therewith recorded May 19, 2017 at Reception No. [03593076](#).

7. Recordation of a Release of the Deed of Trust from Sonya J. Lewis to the Public Trustee of Boulder County for the use of JPMorgan Chase Bank, N.A. to secure an indebtedness in the principal sum of \$134,440.00, and any other amounts and/or obligations secured thereby, dated April 23, 2012 and recorded December 6, 2012 at Reception No. [03272520](#).
8. Recordation of a Release of the Deed of Trust from Sonya J. Lewis to the Public Trustee of Boulder County for the use of OEO, LLC, a Colorado limited liability company to secure an indebtedness in the principal sum of \$150,000.00, and any other amounts and/or obligations secured thereby, dated November 18, 2016 and recorded November 28, 2016 at Reception No. [3559670](#).
9. Receipt by the Company of the following documentation for OEO, LLC, a Colorado limited liability company:  
  
Operating Agreement, and all amendments thereto, if any.
10. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Sonya J. Lewis.



11. Receipt by the Company of an ALTA/ACSM Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

NOTE: Upon satisfaction of the requirements herein set forth, Exceptions 1 through 3 will be deleted.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2015, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2016, and subsequent years, a lien not yet due and payable.

6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Oil and Gas Lease recorded February 1, 1982 at Reception No. [481867](#), and any and all assignments thereof or interests therein.
8. This item has been intentionally deleted.
9. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. [2112330](#).
10. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#).

11. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).
12. Water rights, claims or title to water, ditches and ditch rights, whether or not shown by the public records.
13. Rights of the public for road purposes over and across any portion of subject property lying in North 119th Street.
14. Existing leases and tenancies.

Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 15, above, will be deleted.

15. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ASCM Land Title Survey dated March 16, 2016, last revised \_\_\_\_\_, prepared by KT Engineering, as Job Number [unknown]:
  - a) dirt road traversing the southerly portion of the property;
  - b) Goodhue Ditch along the northerly property line.
16. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 35-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. [03573286](#).
17. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. [03573287](#).
18. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 39-2016 Zoning recorded February 3, 2017 at Reception No. [03573294](#).
19. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Zoning Map, recorded February 3, 2017 at Reception No. [03573295](#).

**The following is included for informational purposes::**

20. Notice of General Description of Area Serviced by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. [00768891](#).
21. Terms, conditions, provisions, obligations and agreements as set forth in the Order for Conditional Inclusion of Land within the Boudaries of the Muncipas Subdistrict, Nothern Colorado Water Conservancy District recorded November 7, 2017 at Reception No. [03624326](#).
22. Terms, conditions, provisions, obligations and agreements as set forth in the Order for Conditional Inclusion of Land within the Boudaries of the Muncipas Subdistrict, Nothern Colorado Water Conservancy District recorded November 7, 2017 at Reception No. [03624327](#).

**EXHIBIT B**  
**Statement of Charges**

ALTA Std. Owner Policy	\$ tbd
Tax Certification	\$ tbd



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



*First American Title*

#### Privacy Information

##### 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 you provide to us. Therefore, together with our subsidiaries 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### 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 about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**DISCLOSURE STATEMENT**

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, 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 First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is 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: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.

- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

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





**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 500**  
**Denver, Colorado 80202**  
Phone: (303)876-1112 Fax: (877)235-9185

**DATE:** February 20, 2018  
**FILE NUMBER:** NCS-773939-CO  
**PROPERTY ADDRESS:** 12329 Baseline Road, CO  
**OWNER/BUYER:** Linn S. McDonald/OEO, LLC  
**YOUR REFERENCE NUMBER:** 12329 Baseline Road  
**ASSESSOR PARCEL NUMBER:** 146536000028

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.: 5**

**Schedule A: Effective Date**

**Schedule B - Section 1 Requirements: None**

**Schedule B - Section 2 Exceptions: Revised added Orders as Exceptions 20 and 21**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202

**TITLE OFFICER:** Karen Biggs

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** kbiggs@firstam.com

**DELIVERY:** E-MAIL

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, Colorado 80202

**ESCROW  
OFFICER:** Sonya Bailey

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** sonyabailey@firstam.com

**DELIVERY:** E-MAIL

**To:** E5X Management  
7353 South Alton Way  
Centennial, CO 80112

**ATTN:** Matt Janke

**PHONE:** (303)770-9111

**MOBILE:** (303)994-5357

**FAX:**

**E-MAIL:** mjanke@E5XManagement.com

**DELIVERY:** E-MAIL

To: Beverly M. Carlson  
1125 17th Street, Suite 500  
Denver, CO 80202

ATTN: First American Title Insurance  
Company National Commercial Services  
PHONE: (303)876-1138  
MOBILE: (720)775-8892  
FAX: (877)235-9185  
E-MAIL: bevcarlson@firstam.com  
DELIVERY: E-MAIL

---

To: OEO, LLC  
7353 South Alton Way, Suite A-100  
Englewood, CO 80112

ATTN: Chris Elliott  
PHONE:  
MOBILE:  
FAX: (303)425-3004  
E-MAIL:  
DELIVERY: FAX

---

To: Davis & Ceriani, P.C.  
1350 17th Street, Suite 400  
Denver, CO 80202

ATTN: Edward R. Gorab  
PHONE:  
MOBILE:  
FAX: (303)534-4618  
E-MAIL:  
DELIVERY: FAX

---

To: 4174 Via Padova  
Claremont, CA 91711

ATTN: Linn S. McDonald  
PHONE:  
MOBILE:  
FAX:  
E-MAIL:  
DELIVERY: E-MAIL

---

**ALTA Commitment Form****COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

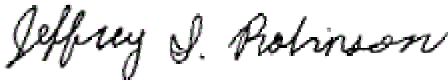
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM  
SCHEDULE A**

1. Effective Date: February 14, 2018 at 5:00 p.m.
  - a. ALTA Owner's Policy (06-17-06) \$TBD  
  
Proposed Insured:  
OEO, LLC, a Colorado limited liability company
  - b. ALTA Loan Policy (06-17-06) \$0.00  
  
Proposed Insured:  
None
2. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple
3. Title to the estate or interest in the Land is at the Effective Date vested in:  
  
Linn S. McDonald
4. The Land referred to in this Commitment is described as follows:  
  
**See Exhibit "A" attached hereto and made a part hereof**  
  
For informational purposes only: 12329 Baseline Road

**EXHIBIT A**

Commitment No.: NCS-773939-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

That part of the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  ( $S\frac{1}{2} SE\frac{1}{4}$ ) of Section 36, Township 1 North, Range 69 West of the 6th P.M. Described as follows: Beginning at a point on the West line of the  $SE\frac{1}{4}$  of said Section 36 from which the Southwest corner of the  $SE\frac{1}{4}$  of said Section 36 bears  $S 0^{\circ} 11' E$ , a distance of 75.0 feet, the true point of beginning; thence  $N 89^{\circ} 48' E$  along the North right of way line of St. Highway No. 7, a distance of 850.33 feet; thence  $N 26^{\circ} 59' E$ , a distance of 1320 feet; thence  $N 89^{\circ} 48' E$ , a distance of 371 feet to a point in the westerly right of way of Boulder County Road No. 901; thence northeasterly along the westerly line of said road to North line of  $S\frac{1}{2} SE\frac{1}{4}$  of Section 36, thence  $S 89^{\circ} 44' W$  along said North line of  $S\frac{1}{2} SE\frac{1}{4}$  of Section 36, a distance of 1864.18 feet, to the NW corner of  $S\frac{1}{2} SE\frac{1}{4}$  of Section 36; thence  $S 0^{\circ} 11' E$ , along the West line of  $S\frac{1}{2} SE\frac{1}{4}$  of Section 36, a distance of 1242.80 feet to the true point of beginning.

LESS AND EXCEPT any portion thereof conveyed to The Denver, Utah and Pacific Railroad Co. by instruments recorded June 4, 1890 in Book 113 at Page 407, January 4, 1892 in Book 149 at Page 267, May 3, 1892 in Book 149 at Page 470 and January 23, 1896 in Book 176 at Page 454.

For informational purposes only:      APN: 146536000028



**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.
4. Recordation of a Special Warranty Deed satisfactory to the Company, from Linn S. McDonald, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.
5. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Linn S. McDonald.
6. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded June 21, 1979 at Reception No. 344081.
8. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded June 21, 1979 at Reception No. 344082.
9. Oil and Gas Lease recorded December 12, 1983 at Reception No. 592569, and any and all assignments thereof or interests therein.
10. Notice of General Description of Area Serviced by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. 00768891.
11. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. 2112331.
12. Request for Notification of Surface Development recorded October 10, 2007 at Reception No. 2890878.

13. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. 2900941.
14. Right of way for a railroad and incidental purposes as disclosed by Boulder County Parcel Map 1465360.
15. Existing leases and tenancies.
16. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 35-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573282.
17. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573283.
18. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 39-2016 Zoning recorded February 3, 2017 at Reception No. 03573294.
19. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Zoning Map, recorded February 3, 2017 at Reception No. 03573295.
20. Terms, conditions, provisions, obligations and agreements as set forth in the Order for Conditional Inclusion of Lands within the Boundaries of the Northern Colorado Water Conservancy District recorded November 7, 2017 at Reception No. 03624326.
21. Terms, conditions, provisions, obligations and agreements as set forth in the Order for Conditional Inclusion of Lands within the Boundaries of the Northern Colorado Water Conservancy District recorded November 7, 2017 at Reception No. 03624327.

**EXHIBIT B**  
**Statement of Charges**

ALTA Extended Owner Policy	\$
Tax Certification	\$

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.





*First American Title*

#### Privacy Information

##### 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 you provide to us. Therefore, together with our subsidiaries 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### 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 about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**DISCLOSURE STATEMENT**

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, 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 First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is 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: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.

- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

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



**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 500**  
**Denver, Colorado 80202**  
Phone: (303)876-1112 Fax: (877)235-9185

**DATE:** February 20, 2018  
**FILE NUMBER:** NCS-766885-CO  
**PROPERTY ADDRESS:** 1132 North 119th Street, Lafayette, CO  
**OWNER/BUYER:** The Millican Revocable Living Trust/OEO, LLC  
**YOUR REFERENCE NUMBER:** 1132 North 119th Street  
**ASSESSOR PARCEL NUMBER:** 146536000045

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.: 9**

**Schedule A: OWNER NAME CHANGE**

**Schedule B - Section 1 Requirements:**

**Schedule B - Section 2 Exceptions:**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202

**TITLE OFFICER:** Karen Biggs

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** kbiggs@firstam.com

**DELIVERY:** E-MAIL

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202

**ESCROW  
OFFICER:** Sonya Bailey

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** sonyabailey@firstam.com

**DELIVERY:** E-MAIL

**To:** E5X Management  
7353 South Alton Way  
Centennial, CO 80112

**ATTN:** Matt Janke

**PHONE:** (303)770-9111

**MOBILE:** (303)994-5357

**FAX:**

**E-MAIL:** mjanke@E5XManagement.com

**DELIVERY:** E-MAIL

To: Davis & Ceriani, P.C.  
1350 17th Street Suite 400  
Denver, CO 80202-1581

ATTN: Edward Gorab  
PHONE: (303)534-9000  
MOBILE:  
FAX: (303)534-4618  
E-MAIL: egorab@davisandceriani.com  
DELIVERY: E-MAIL

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To: Osgood & Osgood, LLC  
1790 38th Street, Suite 300  
Boulder, CO 80301

ATTN: Scott R. Osgood  
PHONE:  
MOBILE:  
FAX: (888)594-4079  
E-MAIL: scott@oshlaw.com  
DELIVERY: E-MAIL

---

To: OEO, LLC  
7353 South Alton Way, Suite A-100  
Englewood, CO 80112

ATTN: Chris Elliott  
PHONE:  
MOBILE:  
FAX: (303)425-3004  
E-MAIL: celliott@e5xmanagement.com  
DELIVERY: E-MAIL

---

To: The Millican Revocable Living Trust  
c/o Linda Millican 3775 Garland St  
Wheat Ridge, CO 80033

ATTN:  
PHONE: 720-257-3227  
MOBILE:  
FAX:  
E-MAIL: ljmillican@hotmail.com  
DELIVERY: E-MAIL

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To: David, Hicks & Lampert Brokerage LLC  
5750 DTC Parkway #200  
Greenwood Village CO 80111

ATTN: Allen Lampert  
PHONE: 303-694-6082  
MOBILE:  
FAX:  
E-MAIL: allen.lampert@dhlb.com  
DELIVERY: E-MAIL

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To: First American Title Insurance Company National Commercial Services  
1125 17th Street, Suite 500  
Denver, CO 80202

ATTN: Beverly M. Carlson  
PHONE: (303)876-1138  
MOBILE: (720)775-8892

**FAX:** (877)235-9185  
**E-MAIL:** bevcarlson@firstam.com  
**DELIVERY:** E-MAIL

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**ALTA Commitment Form****COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

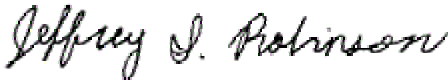
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary



**COMMITMENT FOR TITLE INSURANCE FORM  
SCHEDULE A**

1. Effective Date: February 14, 2018 at 5:00 p.m.
  - a. ALTA Ext Owner Policy 1402.06 (2006)-N \$4,393,200.00  
  
Proposed Insured:  
OEO, LLC, a Colorado limited liability company
  - b. ALTA Loan Policy (06-17-06) \$0.00  
  
Proposed Insured:  
None
2. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple
3. Title to the estate or interest in the Land is at the Effective Date vested in:  
  
OEO, LLC, a Colorado limited liability company
4. The Land referred to in this Commitment is described as follows:  
  
**See Exhibit "A" attached hereto and made a part hereof**  
  
For informational purposes only: 1132 North 119th Street,  
Lafayette, Colorado

**EXHIBIT A**

Commitment No.: NCS-766885-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

The Northwest one-quarter of the Southeast one-quarter ( $NW\frac{1}{4}SE\frac{1}{4}$ ) and the Northeast one-quarter of the Southwest one-quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ) and the South one-half of the North one-half of the Northwest one-quarter of the Southwest one-quarter ( $S\frac{1}{2}N\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ ) of Section 36, Township 1 North, Range 69 West of the 6th P.M., County of Boulder, State of Colorado.

For informational purposes only:      APN: 146536000045

**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

NOTE: Upon satisfaction of the requirements herein set forth, Exceptions 1 through 3 will be deleted.

4. Any lien, or right to a lien, for services, labor or material furnished at the request of the insured, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2017, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2018, and subsequent years, a lien not yet due and payable.

6. This item has been intentionally deleted.
7. Oil and Gas Lease recorded December 10, 1981 at Reception No. 475619, and any and all assignments thereof or interests therein.
8. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. 2112330 and Reception No. 2112331.
9. This item has been intentionally deleted.
10. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. 2890878.
11. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. 2900941.

## 12. Existing leases and tenancies.

Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 12, above, will be deleted

## 13. Rights of way for North 119th Street, being the westerly 30 feet of the S1/2 N1/2 NE1/4 SE1/4 of Section 36, Township 1 North, Range 69 West.

## 14. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/NSPS Land Title Survey dated August 10, 2017, prepared by KT Engineering, as Job Number [unknown]:

- a) dirt access road through a portion of the property;
- b) apparent wetlands in the southeast corner of the property;
- c) barbed wire fence not located on property line along the westerly property line of the Northeast quarter of the Southwest quarter;
- d) irrigation ditch along the westerly portion of the Northeast quarter of the Southwest quarter.

## 15. This item has been intentionally deleted.

## 16. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 33-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573282.

## 17. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573283.

## 18. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 34-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573284.

## 19. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573285.

## 20. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 37-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573290.

## 21. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573291.

## 22. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 38-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573292.

## 23. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573293.

## 24. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 39-2016 Zoning recorded February 3, 2017 at Reception No. 03573294.

## 25. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Zoning Map, recorded February 3, 2017 at Reception No. 03573295.

## 26. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Northern Colorado Water Conservancy District, as evidenced by instrument recorded November 7, 2017 at Reception No. 03624326 and 03624327.

**The Following Matter Included for Informational Purposes:**

27. Notice of General Description of Area Serviced by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. 00768891.

**EXHIBIT B**  
**Statement of Charges**

ALTA Std.Owner Policy	\$ 8,169.00
Tax Certification	\$ 25.00
Delete 1 - 3	\$60.00
Hold Open	\$2,043.00



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



*First American Title*

#### Privacy Information

##### 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 you provide to us. Therefore, together with our subsidiaries 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### 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 about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**DISCLOSURE STATEMENT**

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Non-residential withholding).

NOTE: Colorado Division of Insurance Regulations 3-5-1, 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 First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

Pursuant to C.R.S. 10-11-122, the company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is 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: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.

- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

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



**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 500**  
**Denver, Colorado 80202**  
Phone: (303)876-1112 Fax: (877)235-9185

**DATE:** February 20, 2018

**FILE NUMBER:** NCS-766895-CO

**PROPERTY ADDRESS:** Vacant Land, Boulder, CO

**OWNER/BUYER:** Lafayette7 LLP/OEO, LLC, a Colorado limited liability company

**YOUR REFERENCE NUMBER:** Vacant Land

**ASSESSOR PARCEL NUMBER:**

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.: 5**

**Schedule A: Effective Date; new owner**

**Schedule B - Section 1 Requirements:**

**Schedule B - Section 2 Exceptions: Deed of Trust and Relinquishment**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, Colorado 80202

**TITLE OFFICER:** Karen Biggs

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** kbiggs@firstam.com

**DELIVERY:** E-MAIL

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202

**ESCROW OFFICER:** Sonya Bailey

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** sonyabailey@firstam.com

**DELIVERY:** E-MAIL

**To:** E5X Management  
7353 South Alton Way  
Centennial , CO 80112

**ATTN:** Matt Janke

**PHONE:** (303)770-9111

**MOBILE:** (303)994-5357

**FAX:**

**E-MAIL:** mjanke@E5XManagement.com

**DELIVERY:** E-MAIL

To: Davis & Ceriani, P.C.  
1350 17th Street Suite 400  
Denver , CO 80202-1581

ATTN: Edward Gorab  
PHONE:  
MOBILE:  
FAX: (303)534-4618  
E-MAIL: egorab@davisandceriani.com  
DELIVERY: E-MAIL

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To: Andersohn Law Office, PC  
11971 Quay Street  
Broomfield, CO 80020

ATTN: Nathan L. Andersohn  
PHONE:  
MOBILE:  
FAX: (303)429-7574  
E-MAIL:  
DELIVERY: E-MAIL

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To: OEO, LLC  
7353 South Atlon Way, Suite A-100  
Englewood, CO 80112

ATTN: Chris Elliott  
PHONE:  
MOBILE:  
FAX: (303)425-3004  
E-MAIL: celliott@e5xmanagement.com  
DELIVERY: E-MAIL

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To: Lafayette7 LLP  
5305 West 86th Avenue  
Arvada, CO 80003

ATTN: Josef Guetlein  
PHONE:  
MOBILE:  
FAX:  
E-MAIL: geejoann@comcast.net  
DELIVERY: E-MAIL

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To: David, Hicks & Lampert Brokerage  
LLC  
5750 DTC Parkway Suite 200  
Greenwood Village, CO 80111

ATTN: Bobby Kline  
PHONE:  
MOBILE:  
FAX:  
E-MAIL: bobby.kline@dhlb.com  
DELIVERY: E-MAIL

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To: First American Title Insurance  
Company National Commercial  
Services  
125 17th Street, Suite 500  
Denver, CO 80202

ATTN: Beverly M. Carlson  
PHONE: (303)876-1138  
MOBILE: (720)775-8892  
FAX: (877)235-9185

**E-MAIL:** bevcarlson@firstam.com

**DELIVERY:** E-MAIL

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**ALTA Commitment Form****COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

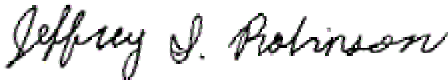
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM  
SCHEDULE A**

1. Effective Date: February 14, 2018 at 5:00 p.m.
  - a. ALTA Owner's Policy (06-17-06) \$3,746,160.00  
  
Proposed Insured:  
OEO, LLC, a Colorado limited liability company
  - b. ALTA Loan Policy (06-17-06) \$1,873,080.00  
  
Proposed Insured:  
None
2. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple, as to Parcels I and II; Easement as to Parcel III
3. Title to the estate or interest in the Land is at the Effective Date vested in:  
  
OEO, LLC, a Colorado limited liability company
4. The Land referred to in this Commitment is described as follows:  
  
**See Exhibit "A" attached hereto and made a part hereof**  
  
For informational purposes only: Vacant Land,  
Boulder, Colorado

**EXHIBIT A**

Commitment No.: NCS-766895-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

## Parcel I:

A Tract of land located in Section 36, T1N, R69W of the 6th P.M., Boulder County, Colorado described as follows: Beginning at the N¼ corner of Section 36, thence South 0°11'35" West along the North-South centerline of said section, a distance of 2,653.24 feet to the center of Section 36; thence South 89°56'20" East along the East-West centerline of Section 36, a distance of 1,327.92 feet to the Northwest corner of the NE¼ of SE¼ of Section 36 and the true point of beginning; thence South 0°21'10" West, 1,323.16 feet to the Southwest corner of the NE¼ of the SE¼ of Section 36; thence North 89°55'19" East a distance of 314.82 feet along the South line of the NE¼ of the SE¼ to a point on a curve, said point being on the westerly Right-of-Way of the Burlington Railroad, from which a radial line bears North 23°08'41" West; thence along a curve to the left, whose central angle is 40° 34', and whose radius is 666.26 feet, a distance of 471.70 feet to the point of tangency; thence North 26°17'19" East along said westerly right-of-way a distance of 525.34 feet to the PC of a curve with a central angle of 4°20'04" and a radius of 5,450.80 feet; thence along said curve to the left, a distance of 413.24 feet along railroad R.O.W. to a point on said curve, thence North 68°02'45" West along a radial line a distance of 421.85 feet; thence North 89°56'20" West along the East-West centerline of said Section 36, 652.08 feet to the true point of beginning.

## Parcel II:

Tract R-9, A Tract of land located in Section 36, Township 1 North, Range 69 West of the 6th P.M. Boulder County, Colorado, described as follows: Beginning at the N¼ corner, thence South 0°11'35" West along the North-South centerline of said Section 36, 2,653.24 feet to the center of Section 36; thence South 89°56'20" East along the East-West centerline of said Section 36, a distance of 1,320 feet to the true point of beginning; thence continuing South 89°56'20" East along the East-West centerline a distance of 660 feet; thence North 0°11'35" East along the West line of a tract shown as Tract I-2 on Survey recorded Boulder County, Reception No. 807363 a distance of 1,321.63 feet; thence North 89°48'25" West along the South line of a tract shown as Tract R-6 on Survey recorded Boulder County, Reception No. 807363, a distance of 660 feet; thence South 0°11'35" West along the East line of a tract shown as Tract R-8 on Survey recorded Boulder County, Reception No. 807363, a distance of 1,323.17 feet to the true point of beginning.

## Parcel III:

Those certain easements as set forth in Document recorded March 6, 1967, at Reception No. 840827, Film Number 596.

County of Boulder,  
State of Colorado.

For informational purposes only:      APN: 14653600009

**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

NOTE: Upon satisfaction of the requirements herein set forth, Exceptions 1 through 3 will be deleted.

4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2015, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2016, and subsequent years, a lien not yet due and payable.

6. This item has been intentionally deleted.
7. An easement for ingress and egress and incidental purposes as reserved in Deed recorded March 6, 1967 at Reception No. 840827.
8. Oil and Gas Lease recorded March 19, 1982 at Reception No. 487551, and any and all assignments thereof or interests therein.
9. Oil and Gas Lease recorded September 30, 1986 at Reception No. 00792819, and any and all assignments thereof or interests therein.
10. Notice of Oil and Gas Interests and Surface Use recorded July 23, 2001 at Reception No. 2112331.

11. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. 2890878.

12. Existing leases and tenancies.

Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 12, above, will be deleted.

13. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ASCM Land Title Survey dated March 16, 2016, last revised \_\_\_\_\_, prepared by KT Engineering, as Job Number [unknown]:

- a. Fence lines are not coincident with the property boundaries along the northerly and easterly property lines;
- b. Gravel access drive traversing the subject property;
- c. Oil and gas apparatus and any setbacks associated therewith; and
- d. Power poles outside of a recorded easement along the easterly property line.

14. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 35-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573282.

15. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573283.

16. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 35-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573292.

17. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573293.

18. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 39-2016 Zoning recorded February 3, 2017 at Reception No. 03573294.

19. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Zoning Map, recorded February 3, 2017 at Reception No. 03573295.

20. Terms, conditions, provisions, obligations and agreements as set forth in the Relinquishment of Surface Rights recorded October 11, 2017 at Reception No. 03619320.

21. Deed of Trust from OEO, LLC to the Public Trustee of Boulder County for the use of Lafayette-7 LLP to secure an indebtedness in the principal sum of \$1,873,000.00, and any other amounts and/or obligations secured thereby, dated October 5, 2017 and recorded October 11, 2017 at Reception No. 03619321.

**EXHIBIT B**  
**Statement of Charges**

ALTA Owner Policy	\$ tbd
Tax Certification	\$



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



*First American Title*

#### Privacy Information

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#### 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### 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 about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### 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 and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

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**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**DISCLOSURE STATEMENT**

Pursuant to C.R.S 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

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NOTE: Colorado Division of Insurance Regulations 3-5-1, 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 First American Title Insurance Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction.

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The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is 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: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.

- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

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



**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 500**  
**Denver, Colorado 80202**  
Phone: (303)876-1112 Fax: (877)235-9185

**DATE:** February 20, 2018  
**FILE NUMBER:** NCS-766894-CO  
**PROPERTY ADDRESS:** Vacant Land, Boulder, CO  
**OWNER/BUYER:** Richard Douglas Schillawski/OEO, LLC  
**YOUR REFERENCE NUMBER:** Vacant Land  
**ASSESSOR PARCEL NUMBER:** 146536000014

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.: 4**

**Schedule A: Legal description**

**Schedule B - Section 1 Requirements:**

**Schedule B - Section 2 Exceptions:**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, Colorado 80202

**TITLE OFFICER:** Karen Biggs

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** kbiggs@firstam.com

**DELIVERY:** E-MAIL

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202

**ESCROW  
OFFICER:** Sonya Bailey

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** sonyabailey@firstam.com

**DELIVERY:** E-MAIL

**To:** E5X Management  
7353 South Alton Way  
Centennial , CO 80112

**ATTN:** Matt Janke

**PHONE:** (303)770-9111

**MOBILE:** (303)994-5357

**FAX:**

**E-MAIL:** mjanke@E5XManagement.com

**DELIVERY:** E-MAIL

To: Davis & Ceriani, P.C.  
1350 17th Street Suite 400  
Denver , CO 80202-1581

ATTN: Edward Gorab  
PHONE: (303)534-9000  
MOBILE:  
FAX: (303)534-4618  
E-MAIL: egorab@davisandceriani.com  
DELIVERY: E-MAIL

---

To: OEO, LLC  
7353 South Alton Way, Suite A-100  
Englewood, CO 80112

ATTN: Chris Elliott  
PHONE: 303-425-3004  
MOBILE:  
FAX: (303)425-3004  
E-MAIL: celliott@e5xmanagement.com  
DELIVERY: E-MAIL

---

To: Richard Douglas Schillawski  
1160 North 119th Street  
Lafayette, CO 80026

ATTN:  
PHONE:  
MOBILE: 303-664-0156  
FAX:  
E-MAIL: rschillawski@earthlink.net  
DELIVERY: E-MAIL

---

To: David, Hicks & Lampert Brokerage  
LLC  
5750 DTC Parkway Suite 200  
Greenwood Village, CO 80111

ATTN: Bobby Kline  
PHONE:  
MOBILE:  
FAX:  
E-MAIL: bobby.kline@dhlb.com  
DELIVERY: E-MAIL

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To: First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, CO 80202

ATTN: Beverly M. Carlson  
PHONE: (303)876-1138  
MOBILE: (720)775-8892  
FAX: (877)235-9185  
E-MAIL: bevcarlson@firstam.com  
DELIVERY: E-MAIL

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**ALTA Commitment Form****COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

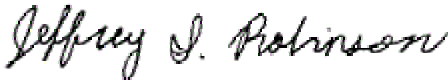
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM**

Amended 2-16-2018

**SCHEDULE A**

1. Effective Date: February 14, 2018 at 5:00 p.m.
  - a. ALTA Owner's Policy (06-17-06) \$1,520,000.00  
  
Proposed Insured:  
OEO, LLC, a Colorado limited liability company
  - b. ALTA Loan Policy (06-17-06) \$None  
  
Proposed Insured:  
None
2. The estate or interest in the Land described or referred to in this Commitment is:  
  
Fee Simple
3. Title to the estate or interest in the Land is at the Effective Date vested in:  
  
Richard Douglas Schillawski
4. The Land referred to in this Commitment is described as follows:  
  
**See Exhibit "A" attached hereto and made a part hereof**  
  
For informational purposes only: Vacant Land,  
Boulder, Colorado



**EXHIBIT A**

Commitment No.: NCS-766894-CO

The land referred to in Schedule A is situated in the County of Boulder, State of Colorado and is described as follows:

Tract 2, Schillawski Minor Subdivision,

Town of Erie,  
County of Boulder, State of Colorado

For informational purposes only:      APN: 146536000014

**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.
4. This item has been intentionally deleted.
5. Recordation of a Special Warranty Deed satisfactory to the Company, from Richard Douglas Schillawski, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.
6. Receipt by the Company of the following documentation for OEO, LLC, a Colorado limited liability company:  
  
Operating Agreement, and all amendments thereto, if any.
7. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Richard Douglas Schillawski.
8. This item has been intentionally deleted.
9. This item has been intentionally deleted.

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.

NOTE: Upon receipt by the Company of an approved final signed survey and a satisfactory final owner's affidavit Items 1 through 4, above, will be deleted. The Company reserves the right to make additional requirements and/or exceptions upon the review of said survey and affidavit.

4. Any lien, or right to a lien, for services, labor or material furnished at the request of the insured, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.

NOTE: Upon evidence satisfactory to the Company of payment in full of all taxes and assessments for the year 2017, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2018, and subsequent years, a lien not yet due and payable.

6. This item has been intentionally deleted.
7. Oil and Gas Lease recorded February 3, 1981 at Reception No. 432902 and any and all Assignments thereof or interests therein.

NOTE: Affidavit of Lease Extension or Production in connection therewith recorded August 29, 1983 at Reception No. 571669.

NOTE: Affidavit of Extension of Oil and Gas Lease by Production in connection therewith recorded March 10, 2005 at Reception No. 2670961.

8. An easement for for access, ingress and egress and for utilities and incidental purposes granted to Jack K. Dortch and Elaine J. Dortch, as set forth in an instrument recorded October 2, 1995 at Reception No. 01551894.

9. This item has been intentionally deleted.
10. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Notice of Oil and Gas Interest and Surface Use recorded January 23, 2001 at Reception No. 2112330.
11. Rights of the public to any portion of the Land lying within N 119th Street, also known as County Road No. 5.
12. This item has been intentionally deleted.
13. This item has been intentionally deleted.
14. Water rights, claims or title to water, whether or not shown by the public records.
15. Existing leases and tenancies.

NOTE: Upon receipt by the Company of a satisfactory final owners affidavit that confirms that there are no existing leases and tenancies affecting the Land at closing Item no. 15, above, will be deleted.

16. Any rights, interests, or claims which may exist or arise by reason of the following facts shown on the ALTA/ASCM Land Title Survey dated March 16, 2016, last revised \_\_\_\_\_, prepared by KT Engineering, as Job Number [unknown]:
  - a) dirt access road through the center portion of the property;
  - b) irrigation ditch and apparatus at the southwest corner of the property;
  - c) Goodhue Ditch along the south line of the property;
  - d) oil and gas apparatus near the center of the property.
17. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 35-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573286.
18. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573287.
19. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 36-2016 Annexation to the Town of Erie recorded February 3, 2017 at Reception No. 03573288.
20. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Annexation Map , recorded February 3, 2017 at Reception No. 03573289.
21. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 39-2016 Zoning recorded February 3, 2017 at Reception No. 03573294.
22. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Zoning Map, recorded February 3, 2017 at Reception No. 03573295.
23. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Schillawski Minor Subdivision, recorded December 17, 2017 at Reception No. 3632729.

**The Following is included for information:**

24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Notice of General Description of area served by Panhandle Eastern Pipe Line Company concerning underground facilities recorded June 25, 1986 at Reception No. 768891.



**EXHIBIT B**  
**Statement of Charges**

ALTA Owner Policy	\$
Tax Certification	\$

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



*First American Title*

#### Privacy Information

##### 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 you provide to us. Therefore, together with our subsidiaries 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. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### 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 about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

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First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

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- 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: Pursuant to Colorado Division of Insurance Regulations 3-5-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D. The Company must receive payment of the appropriate premium.

- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

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

PROVIDED DESCRIPTION:

LAFAYETTE 7 LLP PROPERTY:

FIRST AMERICAN TITLE INSURANCE COMPANY  
FILE NO. NCS-766895-CO  
EFFECTIVE DATE MAY 17, 2017

PARCEL I:  
A TRACT OF LAND LOCATED IN SECTION 36, T1N, R69W OF THE 6TH P.M., BOULDER COUNTY, COLORADO DESCRIBED AS FOLLOWS: BEGINNING AT THE N1/4 CORNER OF SECTION 36, THENCE SOUTH 0°11'35" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, A DISTANCE OF 2,653.24 FEET TO THE CENTER OF SECTION 36; THENCE SOUTH 89°56'20" EAST ALONG THE EAST-WEST CENTERLINE OF SECTION 36, A DISTANCE OF 1,327.92 FEET TO THE NORTHWEST CORNER OF THE NE1/4 OF THE SE1/4 OF SECTION 36 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°21'10" WEST, 1,323.16 FEET TO THE SOUTHWEST CORNER OF THE NE1/4 OF THE SE1/4 OF SECTION 36; THENCE NORTH 89°55'19" EAST A DISTANCE OF 314.82 FEET ALONG THE SOUTH LINE OF THE NE1/4 OF THE SE1/4 TO A POINT ON A CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF THE BURLINGTON RAILROAD, FROM WHICH A RADIAL LINE BEARS NORTH 23°08'41" WEST; THENCE ALONG A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 40°34', AND WHOSE RADIUS IS 666.26 FEET, A DISTANCE OF 471.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 26°17'19" EAST ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 525.34 FEET TO THE PC OF A CURVE WITH A CENTRAL ANGLE OF 4°20'04" AND A RADIUS OF 5450.80 FEET; THENCE ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 413.24 FEET ALONG RAILROAD R.O.W. TO A POINT ON A CURVE, THENCE NORTH 68°02'45" WEST ALONG A RADIAL LINE A DISTANCE OF 421.85 FEET; THENCE NORTH 89°56'20" WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 36, 652.08 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL II:  
TRACT R-9, A TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M. BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS: BEGINNING AT THE N1/4 CORNER, THENCE SOUTH 0°11'35" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 36, 2,653.24 FEET TO THE CENTER OF SECTION 36; THENCE SOUTH 89°56'20" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 36, A DISTANCE OF 1,320 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°56'20" EAST ALONG THE EAST-WEST CENTERLINE A DISTANCE OF 660 FEET; THENCE NORTH 0°11'35" EAST ALONG THE WEST LINE OF A TRACT SHOWN AS TRACT I-2 ON SURVEY RECORDED BOULDER COUNTY, RECEPTION NO. 807363 A DISTANCE OF 1,321.63, THENCE NORTH 89°56'20" EAST ALONG THE SOUTH LINE OF A TRACT SHOWN AS TRACT R-6 ON A SURVEY RECORDED BOULDER COUNTY, RECEPTION NO. 807363, A DISTANCE OF 660 FEET; THENCE SOUTH 0°11'35" WEST ALONG THE EAST LINE OF A TRACT SHOWN AS TRACT R-8 ON SURVEY RECORDED BOULDER COUNTY, RECEPTION NO. 807363, A DISTANCE OF 1,323.17 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III:  
THOSE CERTAIN EASEMENTS AS SET FORTH IN DOCUMENT RECORDED MARCH 6, 1967, AT RECEPTION NO. 840827, FILM NUMBER 596, COUNTY OF BOULDER, STATE OF COLORADO.

THE MILLICAN REVOCABLE TRUST PROPERTY:

FIRST AMERICAN TITLE INSURANCE COMPANY  
FILE NO. NCS-766885-CO  
EFFECTIVE DATE MAY 17, 2017

THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NW 1/4, SE 1/4) AND THE NORTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (NE 1/4, SW 1/4) AND THE SOUTH ONE-HALF OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER (S 1/2, NW 1/2, NW 1/4, SW 1/4) OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO.

LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY OF THE BNSF RAILWAY.

RICHARD SCHILLAWSKI PROPERTY:

FIRST AMERICAN TITLE INSURANCE COMPANY  
FILE NO. NCS-766894-CO  
EFFECTIVE DATE MAY 18, 2017

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 36, T1N, R69W OF THE 6TH P.M., BOULDER COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER FROM WHENCE THE NORTHWEST CORNER OF SECTION 36 BEARS N 01°17'40" W, 1333.00 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE N 89°03'27" E, 1332.38 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, NORTHWEST QUARTER, THENCE S 01°08'00" E, 1329.72 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, NORTHWEST QUARTER, THENCE S 88°54'59" E, 1326.75 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, NORTHWEST QUARTER, THENCE N 01°17'40" W, 1333.00 TO THE POINT OF BEGINNING.

COUNTY OF BOULDER, STATE OF COLORADO.

LINN S. McDONALD PROPERTY:

FIRST AMERICAN TITLE INSURANCE COMPANY  
FILE NO. NCS-773939-CO  
EFFECTIVE DATE MAY 17, 2017

THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 (S1/2 SE1/4) OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SE1/4 OF SAID SECTION 36 FROM WHICH THE SOUTHWEST CORNER OF THE SE1/4 OF SAID SECTION BEARS S 01°1'E, A DISTANCE OF 75.0 FEET, THE TRUE POINT OF BEGINNING; THENCE N 89°48' E ALONG THE NORTH RIGHT OF WAY LINE OF ST. HIGHWAY NO. 7, A DISTANCE OF 850.33 FEET; THENCE N 26°59' E, A DISTANCE OF 1320 FEET; THENCE N 89°48' E, A DISTANCE OF 371 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY OF BOULDER COUNTY ROAD NO. 901; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID ROAD TO NORTH LINE OF S1/2 SE1/4 OF SECTION 36; THENCE S 89°44' W ALONG SAID NORTH LINE OF S1/2 SE1/4 OF SECTION 36, A DISTANCE OF 1864.18 FEET, TO THE NW CORNER OF S1/2 SE1/4 OF SECTION 36, A DISTANCE OF 1242.80 FEET TO THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF CONVEYED TO THE DENVER, UTAH AND PACIFIC RAILROAD CO. BY INSTRUMENTS RECORDED JUNE 4, 1890 IN BOOK 113 AT PAGE 407, JANUARY 4, 1892 IN BOOK 149 AT PAGE 267, MAY 3, 1892 IN BOOK 149 AT PAGE 470 AND JANUARY 23, 1896 IN BOOK 176 AT PAGE 454.

BNSF RAILWAY COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY  
FILE NO. NCS-773938-CO  
EFFECTIVE DATE NOVEMBER 2, 2016

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., AS DESCRIBED IN DEED RECORDED JUNE 4, 1890 IN BOOK 113 AT PAGE 407, JANUARY 4, 1892 IN BOOK 149 AT PAGE 267, MAY 3, 1892 IN BOOK 149 AT PAGE 470 AND JANUARY 23, 1896 IN BOOK 176 AT PAGE 454, COUNTY OF BOULDER, STATE OF COLORADO.

SONJA J. LEWIS PROPERTY:

FIRST AMERICAN TITLE INSURANCE COMPANY  
FILE NO. NCS-773940-CO  
EFFECTIVE DATE MAY 17, 2017

THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO.

ALTA / NSPS LAND TITLE SURVEY

LOCATED IN SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

NOTES REGARDING THE TITLE COMMITMENTS:

LAFAYETTE7 LLP

THE FOLLOWING ARE TAKEN FROM AND CORRESPOND TO THE SCHEDULE B, SECTION TWO ITEMS WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-766895-CO, EFFECTIVE DATE OCTOBER 31, 2016 AT 5:00 P.M.

- ITEMS 1-6 ARE STANDARD EXCEPTIONS.
- ITEM 7 REFERS TO AND INGRESS AND EGRESS EASEMENT RECORDED AT REC. NO. 840827.  
**AS SHOWN ON THE NORTHEASTERLY AREA OF THE SURVEY.**
- ITEM 8 REFERS TO AND OIL AND GAS LEASE RECORDED AT REC. NO. 487551.  
**NOTHING TO SHOW.**
- ITEM 9 REFERS TO AND OIL AND GAS LEASE RECORDED AT REC. NO. 792819.  
**NOTHING TO SHOW.**
- ITEM 10 REFERS TO A NOTICE OF OIL AND GAS SURFACE USE RECORDED AT REC. NO. 2112331.  
**NOTHING TO SHOW.**
- ITEM 11 REFERS TO A REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED AT REC. NO. 2890878.  
**NOTHING TO SHOW.**
- ITEM 12 REFERS TO EXISTING LEASES AND TENANCIES.  
**NOTHING TO SHOW.**
- ITEM 13 REFERS TO A PREVIOUS, UNRECORDED VERSION OF THIS ALTA/ASCM LAND TITLE SURVEY.  
**AS SHOWN**

THE MILLICAN REVOCABLE LIVING TRUST

THE FOLLOWING ARE TAKEN FROM AND CORRESPOND TO THE SCHEDULE B, SECTION TWO ITEMS WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-766885-CO, EFFECTIVE DATE OCTOBER 31, 2016 AT 5:00 P.M.

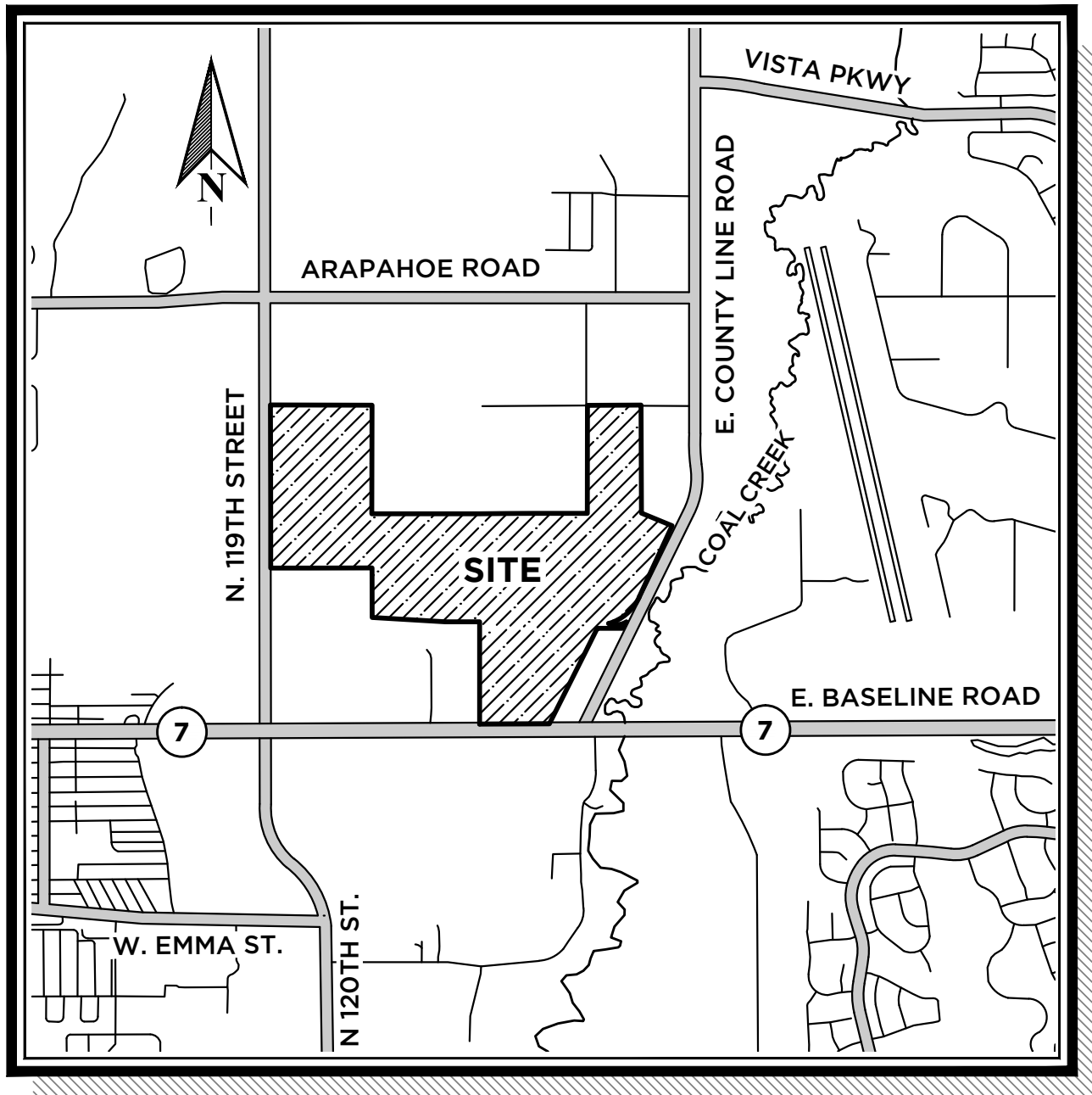
- ITEMS 1-6 ARE STANDARD EXCEPTIONS.
- ITEM 7 REFERS TO AN OIL AND GAS LEASE RECORDED AT REC. NO. 475619.  
**NOTHING TO SHOW.**
- ITEM 8 REFERS TO A NOTICE OF OIL AND GAS INTEREST AND SURFACE USE RECORDED AT REC. NO. 2112330 AND REC. NO. 2112331.  
**NOTHING TO SHOW.**
- ITEM 9 THIS ITEM WAS INTENTIONALLY DELETED.  
**NOTHING TO SHOW.**
- ITEM 10 REFERS TO A REQUEST FROM NOTIFICATION OF SURFACE DEVELOPMENT RECORDED AT REC. NO. 2890878.  
**NOTHING TO SHOW.**
- ITEM 11 REFERS TO A REQUEST FROM NOTIFICATION RECORDED AT REC. NO. 2900941.  
**NOTHING TO SHOW.**
- ITEM 12 REFERS TO EXISTING LEASES AND TENANCIES.  
**NOTHING TO SHOW.**
- ITEM 13 REFERS TO 119TH STREET RIGHT OF WAY.  
**APPARENT 60' RIGHT OF WAY SHOWN HERON. NO RECORDING INFORMATION FOUND.**
- ITEM 14 REFERS TO A PREVIOUS, UNRECORDED VERSION OF THIS ALTA/ASCM LAND TITLE SURVEY.  
**AS SHOWN**
- ITEM 15 REFERS TO BNSF RAILWAY RIGHT OF WAY RECORDED IN BOOK 149, PAGE 267.  
**AS SHOWN HERON.**

RICHARD DOUGLAS SCHILLAWSKI

THE FOLLOWING ARE TAKEN FROM AND CORRESPOND TO THE SCHEDULE B, SECTION TWO ITEMS WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-766894-CO, EFFECTIVE DATE OCTOBER 31, 2016 AT 5:00 P.M.

- ITEMS 1-6 ARE STANDARD EXCEPTIONS.
- ITEM 7 REFERS TO AN OIL AND GAS LEASE RECORDED AT REC. NO. 432902. LEASE EXTENSIONS RECORDED AT REC. NO. 571669, AND AT REC. NO. 2670961.  
**NOTHING TO SHOW.**
- ITEM 8 REFERS TO AN EASEMENT FOR ACCESS, INGRESS AND EGRESS AND UTILITIES RECORDED AT REC. NO. 1551894.  
**AS SHOWN LOCATED IN NORTHWEST AREA OF PROPERTY.**
- ITEM 9 THIS ITEM WAS INTENTIONALLY DELETED.  
**NOTHING TO SHOW.**
- ITEM 10 REFERS TO A NOTICE OF OIL AND GAS INTEREST AND SURFACE USE RECORDED AT REC. NO. 2112330.  
**NOTHING TO SHOW.**
- ITEM 11 REFERS TO ANY PORTION OF LAND LYING WITHIN N. 119TH ST.  
**APPARENT 30' ROW SHOWN HEREON. NO RECORDING INFORMATION FOUND.**
- ITEM 12 THIS ITEM WAS INTENTIONALLY DELETED.  
**NOTHING TO SHOW.**
- ITEM 13 THIS ITEM WAS INTENTIONALLY DELETED.  
**NOTHING TO SHOW.**
- ITEM 14 REFERS TO WATER RIGHTS, CLAIMS OR TITLE TO WATER.  
**NOTHING TO SHOW.**
- ITEM 15 REFERS TO EXISTING LEASES AND TENANCIES.  
**NOTHING TO SHOW.**
- ITEM 16 REFERS TO A PREVIOUS, UNRECORDED VERSION OF THIS ALTA/ASCM LAND TITLE SURVEY.  
**AS SHOWN**

SHEET 1 OF 3



VICINITY MAP

1" = 2000'

NOTES REGARDING THE TITLE COMMITMENTS:

LINN S. McDONALD

THE FOLLOWING ARE TAKEN FROM AND CORRESPOND TO THE SCHEDULE B, SECTION TWO ITEMS WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-773939-CO, EFFECTIVE DATE OCTOBER 31, 2016 AT 5:00 P.M.

- ITEMS 1-6 ARE STANDARD EXCEPTIONS.
- ITEM 7 REFERS TO A SEWER TRANSMISSION LINE EASEMENT RECORDED AT REC. NO. 344081.  
**AS SHOWN ON THE SOUTHEASTERLY AREA OF THE SURVEY.**
- ITEM 8 REFERS TO A SEWER TRANSMISSION LINE EASEMENT RECORDED AT REC. NO. 344082.  
**AS SHOWN ON THE SOUTHEASTERLY AREA OF THE SURVEY.**
- ITEM 9 REFERS TO AND OIL AND GAS LEASE RECORDED AT REC. NO. 592569.  
**NOTHING TO SHOW.**
- ITEM 10 REFERS TO A NOTICE OF GENERAL DESCRIPTION BY PANHANDLE EASTERN PIPE LINE COMPANY RECORDED AT REC. NO. 768891.  
**NOTHING TO SHOW.**
- ITEM 11 REFERS TO A NOTICE OF OIL AND GAS INTEREST AND SURFACE USE RECORDED AT REC. NO. 2112331.  
**NOTHING TO SHOW.**
- ITEM 12 REFERS TO A REQUEST FROM NOTIFICATION OF SURFACE DEVELOPMENT RECORDED AT REC. NO. 2890878.  
**NOTHING TO SHOW.**
- ITEM 13 REFERS TO A REQUEST FROM NOTIFICATION RECORDED AT REC. NO. 2900941.  
**NOTHING TO SHOW.**
- ITEM 14 REFERS TO RIGHT OF WAY FOR A RAILROAD AS DISCLOSED BY BOULDER COUNTY PARCEL MAP RECORDED AT REC. NO. 1465360.  
**RAILROAD R.O.W. SHOWN ALONG IN NORTHERN PORTION OF PROPERTY.**
- ITEM 15 REFERS TO EXISTING LEASES AND TENANCIES.  
**NOTHING TO SHOW.**

NOTES REGARDING THE TITLE COMMITMENTS:

BNSF RAILWAY COMPANY

THE FOLLOWING ARE TAKEN FROM AND CORRESPOND TO THE SCHEDULE B, SECTION TWO ITEMS WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-773938-CO, EFFECTIVE DATE NOVEMBER 2, 2016 AT 5:00 P.M.

- ITEMS 1-6 ARE STANDARD EXCEPTIONS.
- ITEM 7 REFERS TO A RESERVATION OF RIGHT TO MINE RECORDED IN BOOK 113, PAGE 407.  
**NOTHING TO SHOW.**
- ITEM 8 REFERS TO RESTRICTIONS RECORDED IN BOOK 113, PAGE 407.  
**NOTHING TO SHOW.**
- ITEM 9 REFERS TO OIL AND GAS LEASE RECORDED AT REC. NO. 592569.  
**NOTHING TO SHOW.**
- ITEM 10 THIS ITEM WAS INTENTIONALLY DELETED.  
**NOTHING TO SHOW.**
- ITEM 11 REFERS TO A NOTICE OF OIL AND GAS INTEREST AND SURFACE USE RECORDED AT REC. NO. 2112331.  
**NOTHING TO SHOW.**
- ITEM 12 REFERS TO A REQUEST FROM NOTIFICATION OF SURFACE DEVELOPMENT RECORDED AT REC. NO. 2890878.  
**NOTHING TO SHOW.**
- ITEM 13 REFERS TO A REQUEST FROM NOTIFICATION RECORDED AT REC. NO. 2900941.  
**NOTHING TO SHOW.**
- ITEM 14 REFERS TO EXISTING LEASES AND TENANCIES.  
**NOTHING TO SHOW.**

SONYA J. LEWIS

THE FOLLOWING ARE TAKEN FROM AND CORRESPOND TO THE SCHEDULE B, SECTION TWO ITEMS WITHIN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-773940-CO, EFFECTIVE DATE OCTOBER 31, 2016 AT 5:00 P.M.

- ITEMS 1-6 ARE STANDARD EXCEPTIONS.
- ITEM 7 REFERS TO AN OIL AND GAS LEASE RECORDED AT REC. NO. 481867.  
**NOTHING TO SHOW.**
- ITEM 8 THIS ITEM WAS INTENTIONALLY DELETED.  
**NOTHING TO SHOW.**
- ITEM 9 REFERS TO A NOTICE OF OIL AND GAS INTEREST AND SURFACE USE RECORDED AT REC. NO. 2112330.  
**NOTHING TO SHOW.**
- ITEM 10 REFERS TO A REQUEST FROM NOTIFICATION OF SURFACE DEVELOPMENT RECORDED AT REC. NO. 2890878.  
**NOTHING TO SHOW.**
- ITEM 11 REFERS TO A REQUEST FROM NOTIFICATION RECORDED AT REC. NO. 2900941.  
**NOTHING TO SHOW.**
- ITEM 12 REFERS TO WATER RIGHTS, CLAIMS OR TITLE TO WATER, DITCHES AND DITCH RIGHTS.  
**IRRIGATION DITCH LATERALS AND DOMESTIC WATER WELLS SHOWN HERON.**
- ITEM 13 REFERS TO 119TH STREET RIGHT OF WAY.  
**APPARENT 60' RIGHT OF WAY SHOWN HERON. NO RECORDING INFORMATION FOUND.**
- ITEM 14 REFERS TO EXISTING LEASES AND TENANCIES.  
**NOTHING TO SHOW.**
- ITEM 15 REFERS TO A PREVIOUS, UNRECORDED VERSION OF THIS ALTA / ASCM LAND TITLE SURVEY.  
**AS SHOWN**
- A 25' WIDE RIGHT-OF-WAY RECORDED AT BOOK 176, PAGE 454 APPEARS TO FALL OUTSIDE OF THE SUBJECT PROPERTY.
18. THE APPARENT GOODHUE DITCH RUNS EAST-WEST ALONG THE SOUTHERN PROPERTY LINE OF THE RICHARD SCHILLAWSKI WITHOUT THE BENEFIT OF RECORDED EASEMENT. AN APPARENT LATERAL OF THE GOODHUE DITCH RUNS ALONG THE NORTHERN AND EASTERN LINES OF THE NEIL S. BRESLER PROPERTY. THIS LATERAL ENCROACHES INTO THE SUBJECT PROPERTY ALONG THE BRESLER EASTERN LINE WITHOUT THE BENEFIT OF RECORDED EASEMENT.
19. COORDINATE DATUM: PROJECT COORDINATES ARE GROUND BASED MODIFIED NAD 83 (2011) (EPOCH: 2010.0000), COLORADO STATE PLANE NORTH ZONE 0501. THE POINT OF ORIGIN FOR SCALING THE PROJECT TO GRID DISTANCES WAS SET AS THE CENTER 1/4 CORNER OF SECTION 36, TOWNSHIP 1 N, RANGE 69 W OF THE 6TH P.M. BEING MONUMENTED AS FOLLOWS: 2.5" ALUMINUM CAP ON A 3/4" REBAR, "RLS 4846." SAID POINT HAS COLORADO STATE PLANE NORTH ZONE COORDINATES OF N: 1245866.3460 E: 3121837.0864 AND A GROUND TO GRID COMBINED SCALE FACTOR OF 0.99972350. LOCAL COORDINATES MATCH GRID COORDINATES AT THIS POINT. THE CONVERGENCE ANGLE AT SAID POINT IS 0.28103142 DEGREES.

SURVEYOR'S CERTIFICATE:

TO: LAFAYETTE 7 LLP  
THE MILLICAN REVOCABLE LIVING TRUST  
RICHARD DOUGLAS SCHILLAWSKI  
LINN S. McDONALD  
BNSF RAILWAY COMPANY  
SONJA J. LEWIS

FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 13, AND 18 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 2/10/16.

DATE OF PLAT OR MAP:

CHRISTOPHER H. MCELVAIN  
REGISTERED COLORADO LAND SURVEYOR NO. 36561  
FOR AND ON BEHALF OF KT ENGINEERING, LLC.

GENERAL NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT ENGINEERING, INC. TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
- KT ENGINEERING HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE INSURANCE COMMITMENT(S) MAY DISCLOSE.
- THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. SURVEY FEET, THE BEARINGS ARE IN DEGREES-MINUTES-SECONDS.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36 BEARS S 89°36'44" W AS SHOWN HEREON. BEARINGS ARE GRID BASED ON NAD 83 (2011) (EPOCH: 2010.0000), COLORADO STATE PLANE NORTH ZONE 0501.
- AREA OF THIS SURVEY IS 9,516.935 S.F. OR 218.4788 ACRES MORE OR LESS.
- DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A UNITED STATES (U.S.) FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- DATE OF SURVEY - FEBRUARY 10, 2016
- THIS IS AN ABOVE GROUND SURVEY. THE UNDERGROUND UTILITIES SHOWN, IF ANY, ARE BASED ON ABOVE GROUND EVIDENCE AND THESE LOCATIONS SHOULD BE CONSIDERED APPROXIMATE AND UNVERIFIED. THERE ARE MOST LIKELY UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY.
- A SEARCH WAS MADE FOR THE OIL & GAS WELL HEADS LOCATED ON THE SUBJECT PROPERTY AS DEPICTED IN GIS MAPPING SHOWN ON THE COLORADO OIL & GAS COMMISSION (COGCC) WEB SITE. ALL WELLS APPEARING ON COGCC GIS MAPPING WERE LOCATED AND THEIR POSITIONS SHOWN ON SHEET 2. TWO LISTED WELLS (DONLEY MC #36-10 AND DONLEY MC #36-8) HAVE A STATUS OF "ABANDONED LOCATION (AL)," APPARENTLY HAVE NOT BEEN DRILLED, AND DO NOT APPEAR ON THIS SURVEY. THERE MAY BE BUILDING RESTRICTIONS ASSOCIATED WITH THE GAS AND OIL WELL FACILITIES. A 150' DIAMETER SETBACK LINE WAS DEPICTED AROUND THE POSITION OF EXISTING FACILITIES. SPECIFIC RESTRICTIONS SHOULD BE VERIFIED WITH THE COGCC, LOCAL FIRE PROTECTION DISTRICTS, AND LOCAL JURISDICTIONS.

- ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP PANEL 0443J, MAP NO. 08013C0443J (REVISED TO REFLECT LOMR, EFFECTIVE: DECEMBER 28, 2012.) NO PORTION OF THE SITE LIES WITHIN THE 100 YR FLOODPLAIN.
- LOCATIONS OF WETLANDS ARE PLOTTED ON SHEET 2. PER THE U.S. FISH AND WILDLIFE SERVICE NATIONAL INVENTORY MAP THE WETLANDS ARE CLASSIFIED AS SEASONALLY FLOODED PALUSTRINE EMERGENT (PEMC). WETLANDS BOUNDARIES HAVE BEEN FIELD LOCATED BY AN QUALIFIED ECOLOGIST. NO MARKERS WERE FOUND. LIMITS SHOWN HEREON PROVIDED BY QUALIFIED ECOLOGIST.
- PROPERTY LINE WERE HELD AS SHOWN ON LS-03-0102. CORNERS WERE FOUND MATCHING THIS SURVEY. THE PROPERTY LINES DO NOT MATCH ALIQUOT LINES AS DESCRIBED IN DEEDS AT RN: 2033255 & RN: 2039599.
- PER DEED RN: 00551020 THE NORTH LINE OF TRACT R-9 DOES NOT GO TO ALIQUOT SECTION LINE AS MONUMENTED, AND CREATES A GAP OF APPROXIMATELY 1.7'. DISTANCES PER 00551020 WERE HELD.
- THE RAILROAD RIGHT-OF-WAYS SHOWN HEREON WERE RECORDED AT THE FOLLOWING INSTRUMENTS:  
-50' WIDE ROW, BOOK 149, PAGE 470  
-50' WIDE ROW, BOOK 149, PAGE 267  
-100' WIDE ROW, BOOK 113, PAGE 407  
AND WERE LOCATED ON THIS SURVEY BASED ON THE REMNANTS OF THE THREE 10' WIDE RAISED BEDS (CIRCA 1890).
- A 25' WIDE RIGHT-OF-WAY RECORDED AT BOOK 176, PAGE 454 APPEARS TO FALL OUTSIDE OF THE SUBJECT PROPERTY.

- THE APPARENT GOODHUE DITCH RUNS EAST-WEST ALONG THE SOUTHERN PROPERTY LINE OF THE RICHARD SCHILLAWSKI WITHOUT THE BENEFIT OF RECORDED EASEMENT. AN APPARENT LATERAL OF THE GOODHUE DITCH RUNS ALONG THE NORTHERN AND EASTERN LINES OF THE NEIL S. BRESLER PROPERTY. THIS LATERAL ENCROACHES INTO THE SUBJECT PROPERTY ALONG THE BRESLER EASTERN LINE WITHOUT THE BENEFIT OF RECORDED EASEMENT.

- COORDINATE DATUM: PROJECT COORDINATES ARE GROUND BASED MODIFIED NAD 83 (2011) (EPOCH: 2010.0000), COLORADO STATE PLANE NORTH ZONE 0501. THE POINT OF ORIGIN FOR SCALING THE PROJECT TO GRID DISTANCES WAS SET AS THE CENTER 1/4 CORNER OF SECTION 36, TOWNSHIP 1 N, RANGE 69 W OF THE 6TH P.M. BEING MONUMENTED AS FOLLOWS: 2.5" ALUMINUM CAP ON A 3/4" REBAR, "RLS 4846." SAID POINT HAS COLORADO STATE PLANE NORTH ZONE COORDINATES OF N: 1245866.3460 E: 3121837.0864 AND A GROUND TO GRID COMBINED SCALE FACTOR OF 0.99972350. LOCAL COORDINATES MATCH GRID COORDINATES AT THIS POINT. THE CONVERGENCE ANGLE AT SAID POINT IS 0.28103142 DEGREES.

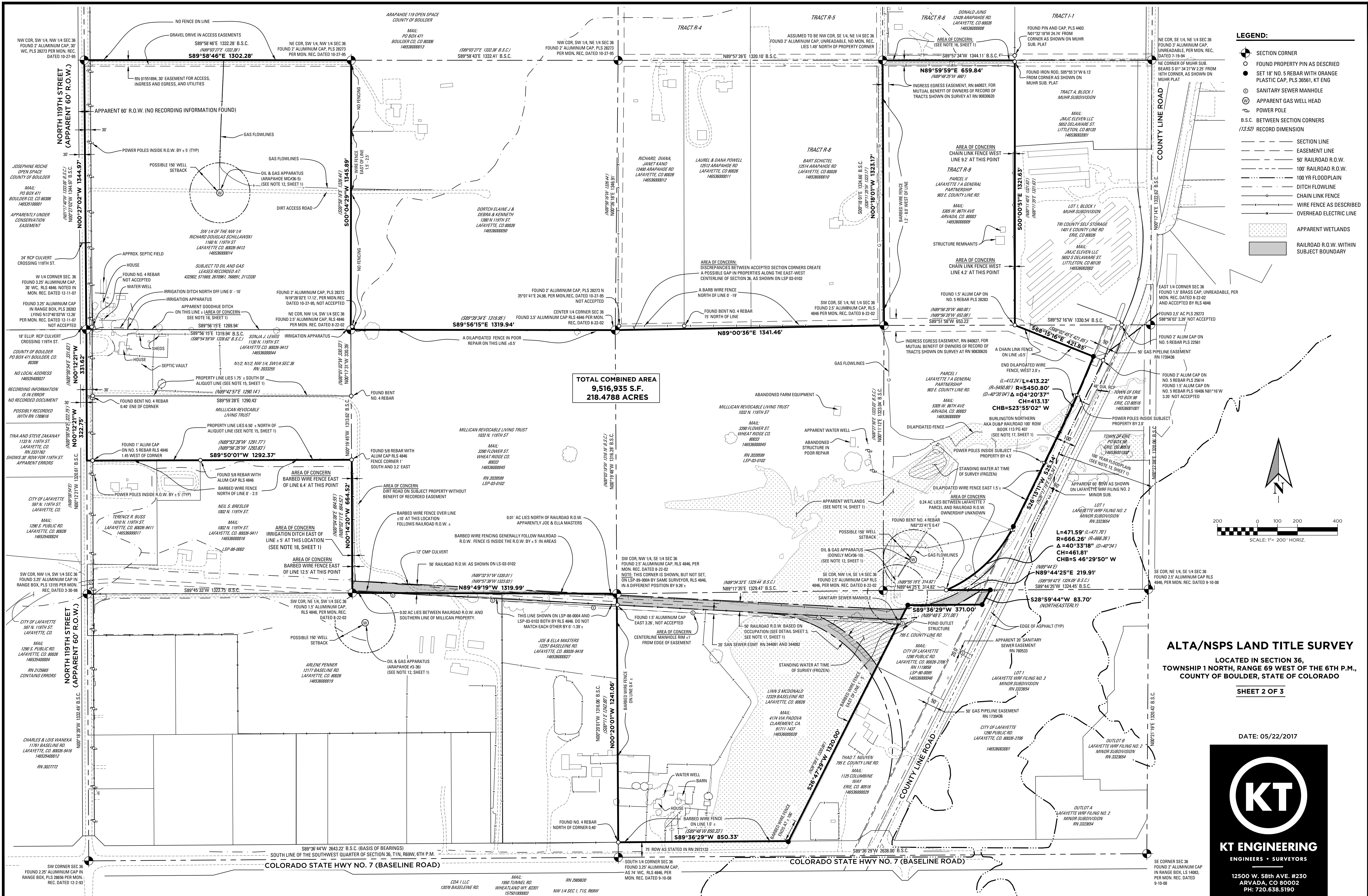
DATE: 05/22/2017



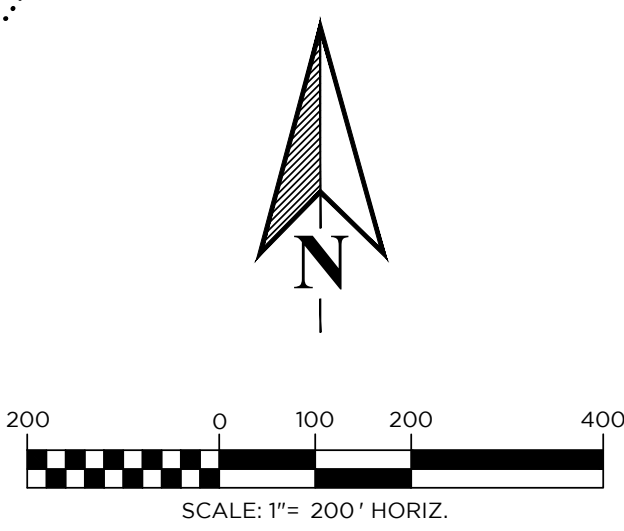
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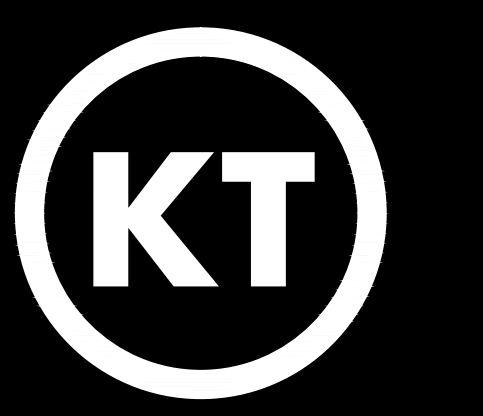
- LEGEND:**
- SECTION CORNER
  - FOUND PROPERTY PIN AS DESCRIBED
  - SET 18" NO. 5 REBAR WITH ORANGE PLASTIC CAP, PLS 36561, KT EN
  - SANITARY SEWER MANHOLE
  - APPARENT GAS WELL HEAD
  - POWER POLE
  - B.S.C. BETWEEN SECTION CORNERS (1/3.52) RECORD DIMENSION
  - SECTION LINE
  - EASEMENT LINE
  - 50' RAILROAD R.O.W.
  - 100' RAILROAD R.O.W.
  - 100 YR FLOODPLAIN
  - DITCH FLOWLINE
  - CHAIN LINK FENCE
  - WIRE FENCE AS DESCRIBED
  - OVERHEAD ELECTRIC LINE
  - APPARENT WETLANDS
  - RAILROAD R.O.W. WITHIN SUBJECT BOUNDARY



**ALTA/NSPS LAND TITLE SURVEY**  
LOCATED IN SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 3

DATE: 05/22/2017



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CENTER 1/4 CORNER SEC 36  
FOUND 2.5" ALUMINUM CAP  
RLS 4846 PER MON. REC.  
DATED 8-22-02

SW COR, SE 1/4, NE 1/4 SEC 36  
FOUND 2.5" ALUMINUM CAP, RLS  
4846 PER MON. REC. DATED 8-22-02

MILLICAN REVOCABLE LIVING  
TRUST  
1032 N. 119TH ST

MAIL:  
3380 FLOWER ST.  
WHEAT RIDGE CO.  
80033  
146536000045  
RN 2032599  
LSP-03-0102

LAFAYETTE 7 A GENERAL  
PARTNERSHIP  
903 E. COUNTY LINE RD.

MAIL:  
5305 W. 86TH AVE  
ARVADA, CO. 80003  
146536000029

BURLINGTON NORTHERN  
AKA DU&P RAILROAD (100' ROW)  
(SEE NOTE 17, SHEET 1)

TOWN OF ERIE  
PO BOX 88  
ERIE, CO 80516  
146536001001

TOWN OF ERIE  
PO BOX 88  
ERIE, CO 80516  
146536001002

LOT 1  
LAFAYETTE WRF FILING NO. 2  
MINOR SUBDIVISION  
RN 3323654

SE COR, NE 1/4, SE 1/4 SEC 36  
FOUND 2.5" ALUMINUM CAP RLS  
4846, PER MON. REC. DATED  
9-10-08

SW COR, NW 1/4, SE 1/4 SEC 36  
FOUND 2.5" ALUMINUM CAP, RLS 4846, PER MON.  
REC. DATED 8-22-02

NOTE: THIS CORNER IS SHOWN, BUT NOT SET, ON  
LSP-89-0004 BY SAME SURVEYOR, RLS 4846, IN A  
DIFFERENT POSITION BY 9.26 ±

FOUND 1.5"  
ALUMINUM CAP EAST  
3.26', NOT ACCEPTED

JOE & ELLA  
MASTERS  
12257 BASELINE RD.

LAFAYETTE, CO.  
80026-9419  
146536000027

LINN S MCDONALD  
12329 BASELINE RD.  
LAFAYETTE, CO. 80026

MAIL:  
4174 VIA PADOVA  
CLAREMONT, CA. 91711-1437  
146536000028

THAO T. NGUYEN  
795 E. COUNTY LINE RD.

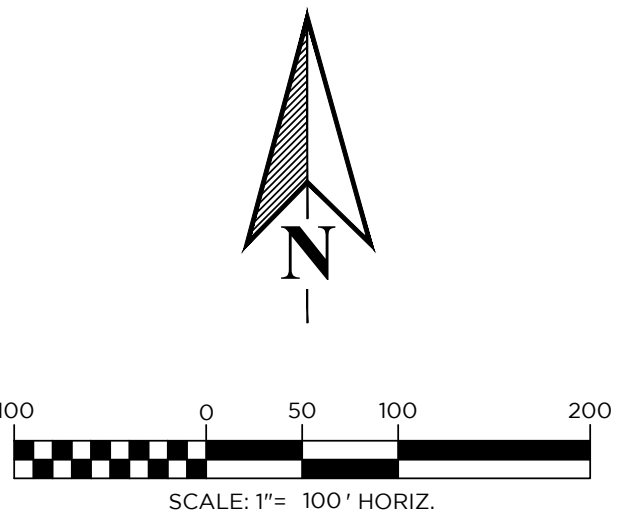
MAIL:  
1125 COLUMBINE WAY  
ERIE, CO. 80516  
146536000029  
RN: 3115864

SOUTH 1/4 CORNER SEC 36  
FOUND 3.25" ALUMINUM  
CAP, RLS 4846, PER MON.  
REC. DATED 9-10-08

#### LEGEND:

- SECTION CORNER
- FOUND PROPERTY PIN AS DESCRIBED
- SET 18" NO. 5 REBAR WITH ORANGE  
PLASTIC CAP, PLS 36561, KT ENG
- SANITARY SEWER MANHOLE
- APPARENT GAS WELL HEAD
- POWER POLE
- B.S.C. BETWEEN SECTION CORNERS
- (13.52) RECORD DIMENSION
- SECTION LINE
- EASEMENT LINE
- 50' RAILROAD R.O.W.
- 100' RAILROAD R.O.W.
- 100 YR FLOODPLAIN
- DITCH FLOWLINE
- CHAIN LINK FENCE
- WIRE FENCE AS DESCRIBED
- OVERHEAD ELECTRIC LINE
- EXIST. SANITARY SEWER
- TOP OF HISTORIC RAILROAD BED

- APPARENT WETLANDS
- RAILROAD R.O.W. WITHIN  
SUBJECT BOUNDARY
- AREA OF UNKNOWN  
OWNERSHIP



### ALTA/NSPS LAND TITLE SURVEY

LOCATED IN SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 3 OF 3

DATE: 05/22/2017



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