



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

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: 1100 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

Richard Schillawski

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<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 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
COMPREHENSIVE PLAN AMENDMENT		<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
ZONING/REZONING		<input type="checkbox"/> Road Vacation (paper)	\$ 100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input checked="" 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
SPECIAL REVIEW USE		<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	VARIANCE	\$ 600.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	SERVICE PLAN	\$ 10,000.00
All fees include both Town of Erie Planning & Engineering review. These fees do not include 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.			

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: _____

Date: 19 May 2017

Owner: _____

Date: _____

Applicant: _____

Date: May 19, 2017

STATE OF COLORADO)

County of Denver) ss.

The foregoing instrument was acknowledged before

me this 19th day of MAY, 2017,

by Richard Schillbawski.

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

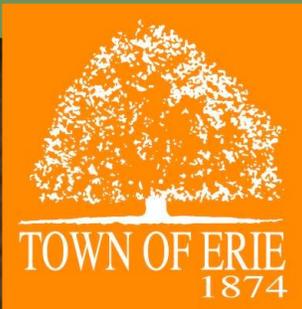
Notary Public



P A R K D A L E



PUD ZONING NARRATIVE - MAY - 2017



PROJECT TEAM

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



CONTENTS



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General project concept and purpose of the request;

section b:

Description of proposed variations of the underlying zone district standards and requirements, the District Specific Standards, and justification for such variations.

section c:

Statement specifying the public benefits to be contained in or associated with the PUD



section d:

Intensity and Density of uses proposed

section e:

Proposed development time-line;



section f:

Existing and proposed utilities and public services

section g:

How the proposal relates to the existing land-use of the subject property and the zoning and land-use of adjacent properties, including statements describing areas of compatibility and conflict and the mitigation measures utilized;



section h:

How the proposal complies with the Town's Comprehensive Plan and initial zoning approval criteria;

section i:

A description regarding the location, function and ownership/maintenance of public and private open space, parks, trails, common areas, common buildings.



section j:

A description regarding the status of mineral rights and the substance of any existing or proposed covenants, special conditions, grants of easements, or other restrictions applying to the proposed subdivision;





S E C T I O N A :

GENERAL PROJECT CONCEPT AND PURPOSE OF THE REQUEST

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 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.



S E C T I O N B :

PROPOSED VARIATIONS

PROPOSED VARIATIONS FROM THE LR ZONE DISTRICT

Our proposal is for Low Density Residential (LR) zoning with a PUD Overlay to accommodate our required housing diversity, in general the PUD Overlay that we are proposing is consistent with the Colliers Hill project in terms of variations and architectural standards. Further it is our understanding that Town staff will ultimately recommend adopting the Colliers Hill standards as part of the UDC at some point in the future. The PUD Overlay will limit the number of units allowed within the property to less than the maximum allowed density for Low Density Residential.

District Specific Standards are listed in a chart on the following page, the UDC standards are provided as well to make it easy to compare. In general the proposed variations will allow for the development of a rear loaded paired home. The current UDC is not compatible with rear loaded development at this time. Similar to the Colliers Hill project PUD we have also requested lot standards and encroachment language to facilitate common building practice for the builders we hope to attract to this quality community.



TABLE 4-1: DIMENSIONAL AND DENSITY STANDARDS – RESIDENTIAL AND COMMERCIAL DISTRICTS
 (Additional standards may apply. See Use-Specific Standards in Section 3.2
 Density bonuses are available as an incentive to encourage a mix of dwelling unit types)

District	Max/Min Density (DU/Acre)	Minimum Lot Standards		Minimum Setbacks (ft.) ^②				Max Height (ft)
		Width (ft)	Net Area ^③ (sq ft)	Front	Street (all uses)	Interior Lot Line	Rear	
RR	0.5/na	150	80,000	Principal: 40 Accessory: 50	40	15	Principal: 40 Accessory: 15	40
ER	1/na	100	40,000	Principal: 30 Accessory: 40	30	10	Principal: 30 Accessory: 10	35
SR	3/na	75	SF: 10,000 MF: 5,000 per DU	Principal: 25 Accessory: 35	20	Prin: 10 ^① Acc: 5 ^①	Principal: 25 Accessory: 5	Prin: 35 Acc: 30
LR	5/na	SF: 50 60 corner MF: none	SF: 5,000 MF: 2,500 per DU	Principal: 20 Accessory: 30	20	5 ^①		Prin: 35 Acc: 25
MR	10/5	SF: 50 60 corner MF: none	SF: 5,000 MF: 2,500 per DU		20	Prin: 5 ^①	Acc: 5 ^①	Principal: 20 Accessory: 5
HR	16/10	SF: 50 60 corner MF: none	SF: 5,000 MF: 2,500 per DU		20	Prin: 10 ^①	Acc: 5 ^①	

① Zero lot line setbacks shall be permitted for attached buildings provided that the building meets the zone district interior lot line setback on the side of the building not attached.

② Multiple principal buildings on a single lot shall be separated a distance equal to the distance that would be required if they were separated by a lot line.

③ Net area is the size of the lot; not to include tracts and streets and their right-of-ways.

Dimensional Standards

District	Minimum Lot Standards		Minimum Lot Setbacks (FT.) ^(1,2,3,4,5,6,7)				Max HT.
	Width (FT.)	Area (S.F.)	Front ^(2,3,6)	Side ^(1,2,3,4) (to abutting street)	Side ^(1,2,3,4) (to interior street)	Rear ^(2,3,4,6)	
LR (SFD)	45'	5,000	Prin. - 20'	10'	5'	Prin. - 20'	Prin. - 35' Acc. - 25'
	50' Corner Lots		Acc. - 30'			Acc. - 5'	
LR (SFA)	32'	2,200	Prin. - 5'	10'	6'	Prin. - 5'	
			Acc. - N/A				

(1) Zero lot line setbacks shall be permitted for attached buildings provided that the building meets the zone district interior lot line setback on the side of the building that is not attached.

(2) Multiple principal buildings on a single lot shall be separated by a distance equal to the distance that would be required if they were separated by a lot line.

(3) Front, side, and rear setbacks shall allow for encroachments up to 2 feet beyond the building foundation for above-grade features including eaves, counterforts, fireplace box-out, stoops, bay windows, room cantilevers, and overhangs provided that the living space of the projection does not exceed 20 square feet in each instance and extend more than 2 feet. There shall be no more than two (2) above-grade living encroachments per elevation.

(4) Side and Rear setbacks shall allow for encroachments up to 3 feet beyond the building foundation for below grade window wells.

(5) Rear setbacks shall allow for an encroachment of up to 6' for a covered patio or deck (not enclosed).

(6) Reduction of front setback to 15' is allowed when a garage sides to the ROW.

(7) Property lines abutting the exterior boundary of this PUD shall adhere to all required setbacks of the underlying zone district unless otherwise noted in the PUD.

SECTION C :

PUBLIC BENEFITS ASSOCIATED WITH THE PUD



PUBLIC BENEFITS

The Public Benefits of the proposed PUD benefit the surrounding neighborhood or the public in general to a significantly greater extent than would likely result from development of the site under straight zoning. Creative site planning, efficient and economical land utilization, new architecture and landscaping are all examples of what these benefits will be. We will be adding a mix of quality housing within the neighborhood, and will be providing open space throughout the community.

This project will create housing types that can accommodate the diverse housing needs of many residents, from traditional single family homes, to age targeted homes, small lot and paired homes. Parkdale will have varied price ranges, lot sizes, lot configurations, and densities, to attempt

to meet the needs of all segments of the community. In addition, this will encourage the use of a mix of builders and incorporating efficiency standards where appropriate.

Project amenities will be built, which will add to the attractiveness, convenience of the project for occupants and immediate neighbors. We will be adding xx acres of pocket parks to the community that will include a pocket park with a swimming pool, children's play areas, and landscaping that will be built to the towns park standards. Another significant benefit is the dedication and construction of a spine trail traversing the property, connecting the trails to the west through the Great Dog Park, all the way to the Coal Creek trail corridor to the east.

Environmental and sustainable benefits will result from the dedicated 37.69 acres of open space that will include the



wetland area adjacent to County Line Road. Over 33% of the total property will remain as either dedicated or non-dedicated Open Space uses with a connected trail network. In total over 72 acres, a little over a third of the property will be dedicated or non-dedicated parks and open space use.

The trail system, designed with connected systems of open space, bikeways, trails, and streets with sidewalks that provide internal links as well as clear pedestrian connections to other neighborhoods and to neighborhood centers.

Last but not least this development will enhance Transportation infrastructure beyond what would be required for just this proposal. The new alignment of County Line will create a new community gateway corridor for the Town of Erie. The new alignment will replace the sub-standard intersection of the existing County Line/Highway 7 intersection. This new County Line alignment will serve as major entry corridor into the Erie community and will include enhanced design standards along this roadway.



S E C T I O N D :

INTENSITY AND DENSITY OF USES PROPOSED

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 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.

We are not requesting any density bonus with this application.

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	





Preparation of the initial planning documents. Submittal and meetings required for the Annexation, Comprehensive Plan Amendment, and Initial Zoning.

Preparation of the detailed planning documents. Submittal and meetings required for the Sketch Plan, PUD Zoning, and Preliminary Plat.

Preparation of the detailed construction and Final Plat documents. Finalize agreements, start horizontal construction.

Start building activities in the first neighborhood. The models open for viewing and the first residents take ownership of their new homes.

S E C T I O N E :

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

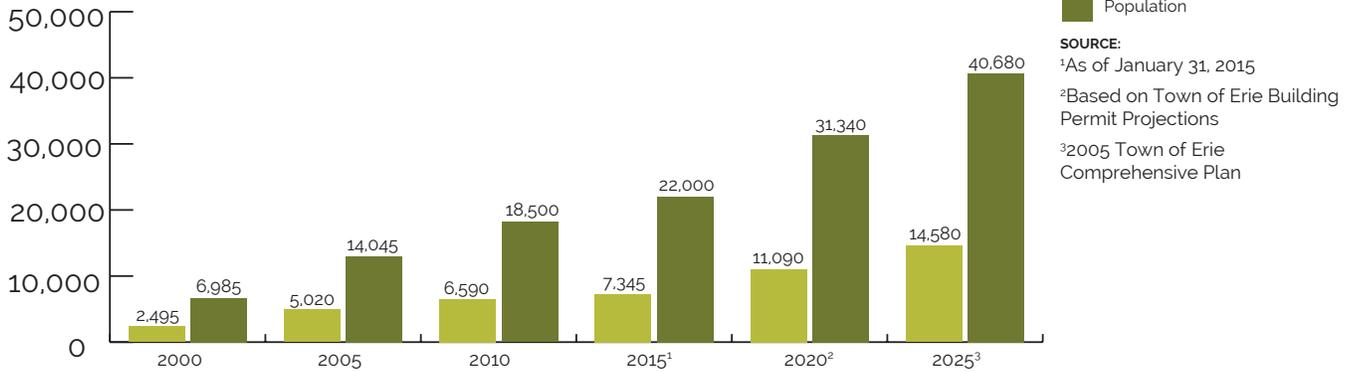


so that it complies with the Town of Erie's Comprehensive Plan, and is positioned for success as soon as the project can get to the market.

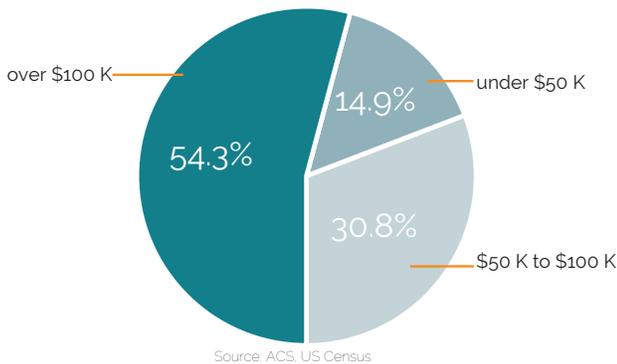
With an excellent climate, a low crime rate, excellent educational facilities and recreational opportunities we believe that The Town of Erie is an excellent choice for families to make their home. Erie Gateway South is ideally located and is being planned to provide an exciting and diverse mix of housing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



S E C T I O N F :

EXISTING AND PROPOSED UTILITIES AND PUBLIC SERVICES

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 prepared 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.





S E C T I O N G :

RELATIONSHIP TO EXISTING LAND USE AND ADJACENT PROPERTIES

SITE LOCATION

The Parkdale property is located along Baseline/Highway 7, between the intersection of 119th Street and County Line Road. In general the property has gentle topography and is well suited for residential use. There are two existing well sites, the well on the west side of the property will be plugged and abandoned, the well on the east side of the property is part of the SUA that has been put in place. In addition there are two drainages that run across the property from

west to east, these drainages will be accommodated in either an open configuration, in conjunction with a trail corridor, or potentially as part of a piped solution. The south and east portion of the property includes existing wetlands that will be dedicated as open space. This proposal will be providing a new Gateway entry to the Town of Erie, with the new Minor Arterial road becoming the western edge of the wetland area. This Gateway alignment will bypass the



existing City of Lafayette sewer treatment plant, as well as provide a logical perpendicular signalized intersection to Baseline Road/ Highway 7. At this time the existing adjacent residences are a combination of larger lot residential uses.

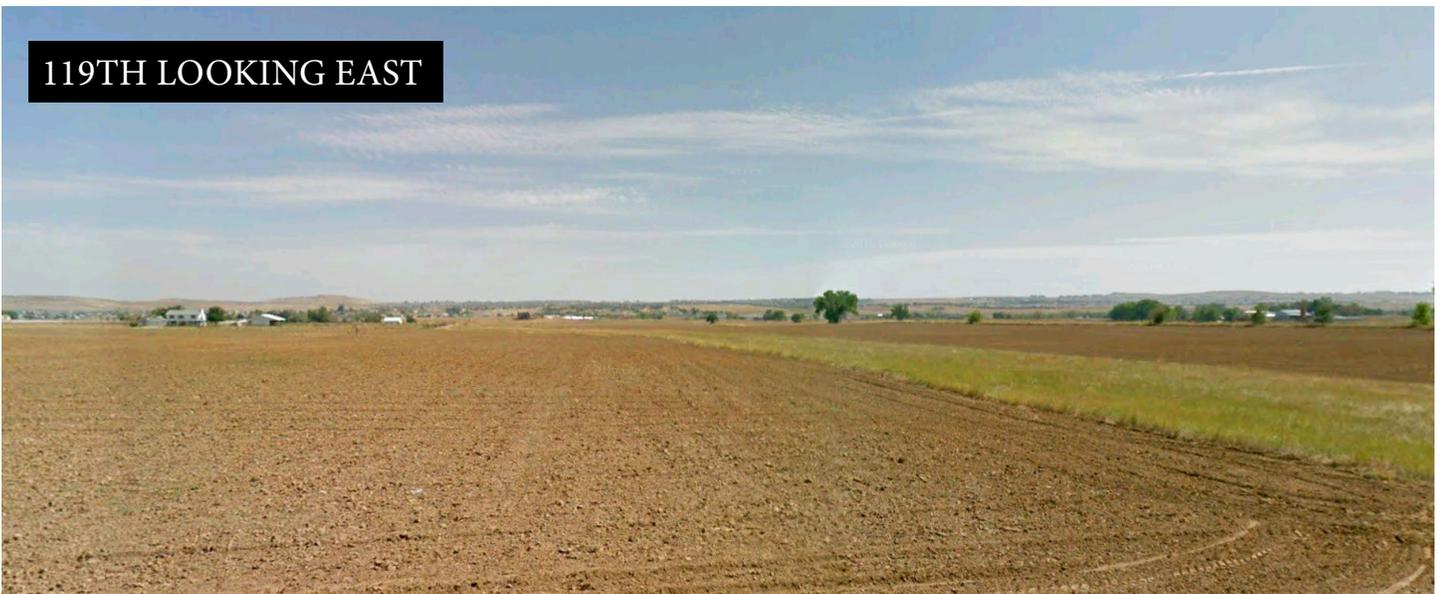
Directly to the east of 119th is The Great Park Dog Park. Trails lead from this park area to the west and connect to the Lafayette Recreation Center as well as Boulder Valley School Districts Pioneer Elementary School, the trails disperse to the north as well. In addition, directly to the east of the property an existing trail

runs along Coal Creek, heading south under East Baseline Road/ Highway 7 to the Anthem community, and north connecting to several existing neighborhoods, as well as providing access to the Erie Recreation Center, and continuing north into downtown Erie. Parkdale will be providing a spine trail connection to link the trails from the east to the Coal Creek trail to the west, the Parkdale project will be providing a grade separated crossing of County Line road as well. It is anticipated that the surrounding properties will develop in a similar manner and density as Parkdale.

EAST BASELINE/HIGHWAY 7 LOOKING NORTH



119TH LOOKING EAST



COUNTY LINE ROAD LOOKING WEST



COUNTY LINE ROAD



LAFAYETTE TREATMENT PLANT



2005 Comprehensive Plan



S E C T I O N H :

TOWN'S COMPREHENSIVE PLAN AND ZONING APPROVAL CRITERIA

COMPREHENSIVE PLAN

"Erie is a community which recognizes the importance of conserving and enhancing its historic small town character, the roots from which it grew, preserving the natural environment in which it resides; a caring community which offers its residents an environment in which to seek a high quality of life; a balanced community with a diverse range of housing, employment, educational, shopping and

recreational opportunities; and a vital community which provides financial and social support for quality of life programs."

vision statement from the 2005 Comprehensive Plan



Excerpts from the Town of Erie Comprehensive Plan

Erie is a community which recognizes the importance of conserving and enhancing its historic small town character, the roots from which it grew, preserving the natural environment in which it resides; a caring community which offers its residents an environment in which to seek a high quality of life; a balanced community with a diverse range of housing, employment, educational, shopping and recreational opportunities; and a vital community which provides financial and social support for quality of life programs.

GUIDING PRINCIPLES

The following statements describe the community's aspirations and set the direction for the Comprehensive Plan. They demonstrate the general ideals to be sought for the Town within its planning area over the next 20 years, building on the Vision established for the community.

The Town of Erie Comprehensive Plan Vision includes the following key principles:

A Coordinated and Efficient Pattern of Growth

The Town will have a compact pattern that encourages urban growth to locate within the Planning Area Boundary, fosters the efficient provision of infrastructure and services, and balances development and conservation of the natural environment.

The anticipated development pattern will be compact in nature, and this area is a logical extension for services with infrastructure and services in adjacent or close proximity. The development of this property will allow a new high quality

gateway entry to the Town of Erie.

There are existing wetlands along the eastern edge of the property that we anticipate leaving to a large extent and providing as dedicated open space to the Town of Erie. This open area will be a part of the Gateway Entry experience for the Town of Erie.

Quality Design and Development

Erie will promote a high standard of design for all new development, renovation, and rehabilitation to reinforce and enhance its unique nature for residential neighborhoods, public places, and commercial businesses.

The design efforts for this quality addition to the Town of Erie do incorporate a high standard of design.

A Comprehensive, Integrated Transportation System

Erie has a safe, efficient, and innovative transportation system that reduces neighborhood isolation and promotes a sense of community by connecting all areas of town, accommodates various modes of public and private transit, and facilitates travel to regional centers.

The development of this property will provide a new access to the Town of Erie from East Baseline/Highway 7. The access will replace the sub-standard County Line access with a perpendicular signalized intersection. The transportation system throughout the community will utilize the Town of Erie standards, and will connect to the Town system as well as provide opportunities for future connections to this property from adjacent properties.



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 the majority 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 spine trail connection from trails west of this property to the Coal Creek trail system just east of the property, including a grade separated trail crossing of County Line Road.

Trails, Parks and Recreation Opportunities

The Town will provide a diverse range of recreational opportunities to include facilities and programming for all ages and varying interests, both passive and active. Trails, parks, and recreation opportunities will be connected with and integrate open space into and between neighborhoods and other areas of the community.

The Parkdale property will provide an important spine trail connection from the west to the east Coal Creek trail system. In addition the design of this community will include multiple pocket parks including one with a swimming pool, with connected and integrated with open space. The parks will provide a diverse range of facilities and programming for varying ages and interests, both passive and active. In addition the trail connection from the Parkdale property to the Coal Creek Trail system will provide off street trail access to the Town of Erie Recreation Center, and Public Library -

approximately 2.5 miles north of the Erie Gateway South property.

Stable, Cohesive Neighborhoods Offering a Variety of Housing Types

The Town will promote new neighborhoods that contain a mix of land uses and diversified housing options that meet the varying needs of its residents, including single family, attached homes (duplexes, townhomes), multifamily dwellings, and housing included as part of mixed-use developments. The Town will work to maintain the quality and character of established neighborhoods and ensure that infill and redevelopment is designed in a manner that minimizes impacts on existing neighborhoods, including rural neighborhoods in the Planning Area. New housing and neighborhoods should be appropriate in size, scale, design and use. New housing areas should be located where residents will have access to the full range of infrastructure, facilities and services that are needed for healthy, livable neighborhoods.

The Parkdale property is located adjacent to East Baseline Road/Highway 7, County Line Road and 119th Street. Infrastructure and facilities are in close proximity, with easy road access to services. The community is envisioned to include a diverse set of housing options to meet varying needs of future Town residents.

Provide Infrastructure and Public Services Efficiently and Equitably

Erie will coordinate future development and/or provision of capital facility projects and infrastructure, including water, wastewater, fire protection, emergency management services, police protection, schools, parks, and other utilities that affect the quality of life and economic stability of the community.



The Town of Erie public works department has confirmed that the existing Town systems have sufficient capacity for the inclusion of the Parkdale property. In addition, this neighborhood would add residents that will have a positive impact on the economic stability of the community by increasing the tax base and providing additional consumers for Town commercial businesses.

with walls and gates should be avoided.

The Parkdale community neighborhood design will include locations for future connections, as well as direct connections to the adjacent neighborhoods. In addition the neighborhood will include a trail corridor connecting large scale trails to both the west and east of the neighborhood. The neighborhood will not be isolated by walls or gates.

The following principles embody the community’s vision for its future neighborhoods:

MIX OF HOUSING TYPES

Neighborhoods should contain a variety of housing types (single-family detached, single-family attached, townhomes, apartments, etc…) to provide a more diverse selection of lifestyles and housing pricing for Erie residents.

Neighborhoods should incorporate a variety of housing models and façade treatments to create visual interest and a more inviting pedestrian environment.

The Parkdale property will contain a variety of housing types. We are not proposing multi-family/apartment housing in this location, but we are proposing a variety of lot sizes and housing types that will provide a diverse selection of lifestyles and housing prices for Erie residents. The developer group has extensive experience with developing Master Plan communities throughout the Denver Metropolitan area, and will ensure that the neighborhood incorporates a variety of housing models and facade treatments.

PARKS AND OPEN SPACE

Neighborhoods should include or be easily accessible to a range of parks and open space amenities to appeal to residents of all ages and abilities.

The Parkdale neighborhood will include multiple pocket parks, open space areas, and trail corridors that will meet the dedication requirements for the Town of Erie. The park areas will be easily accessible and will appeal to residents of all ages and abilities.

ACTIVITY CENTERS

Each neighborhood should include an activity center for its residents. Activity centers may include a mix of commercial development, parks, open space, and other community facilities, where appropriate, to serve the needs of neighborhood residents. Larger, commercially-oriented activity centers may serve more than one neighborhood. Activity centers should be designed to be connected to adjacent neighborhoods with streets and sidewalks.

CONNECTIVITY

Neighborhoods should be connected to adjacent neighborhoods and the surrounding community with direct roadway and pedestrian connections and open space. Isolating neighborhoods

The Pocket Parks are located to act as entry features for Parkdale. These parks will serve as Activity Centers for this neighborhood. The Parkdale neighborhood is in close proximity to commercial areas and community facilities.



PRESERVATION OF NATURAL FEATURES

Neighborhoods should be planned to maximize the preservation of natural features, such as drainages, significant trees, topographic features, and other features.

The Parkdale neighborhood will be planned to preserve the majority of the east wetland area, drainage patterns will be maintained and incorporated into Open Space and Trail corridors. The existing topography is very gentle and conducive for residential development. There are very few existing trees on the property, a tree survey has been completed as part of the Subdivision process.

DISTINCT IDENTITY

Neighborhoods should be planned to incorporate unique characteristics that serve as identifiers for residents, such as such as distinct streetscape elements, architectural styles, and neighborhood center features. However, neighborhoods should also incorporate features that visually and physically link them to the larger community and the Town of Erie. This may occur through naming, street graphics (i.e. incorporating the Town of Erie logo), trail connections, or other features that serve to create a common link between the Town's many neighborhoods.

The Parkdale neighborhood has identified a location for a new Community Gateway. We will utilize the design characteristics from the Community Gateway as a cue for the style and flavor for the Parkdale neighborhood streetscape elements and pocket park features.

LOW DENSITY RESIDENTIAL POLICIES:

LDR 1.1—CHARACTERISTICS

Low Density Residential areas will primarily be suburban-style developments; however, the designation allows for a range of single-family detached and attached homes, townhomes, patio homes, and in appropriate cases include complementary neighborhood-scale supporting land uses, such as retail, commercial, and office uses in a neighborhood setting. Small-scale apartment and condominium buildings may also be permissible as part of a planned unit development provided open space requirements are adequate to stay within desired densities. Schools, places of worship, and other civic uses are also appropriate.

The Parkdale neighborhood will primarily be a suburban-style development. We anticipate a mix of single family detached homes, patio homes and duplex homes. We do not intend to propose any retail, commercial or office use in this neighborhood setting. We also do not intend to propose any small scale apartments or condominium buildings.

LDR 1.2—DENSITY RANGE

Low Density Residential areas have a gross density of 2-6 dwelling units per acre to accommodate a variety of housing types; however, gross densities will not typically exceed 4 dwelling units/acre.

The Parkdale neighborhood has been designed to be within the recommended density range. As part of this full application we are requesting a PUD Overlay which will restrict the density even further than the LD zoning designation.



LDR 1.3—LOCATION

Low Density Residential neighborhoods should be located where they have convenient access and are within walking distance of community facilities and services that will be needed by residents of the neighborhood, including schools, shopping areas, and other community facilities. Where site characteristics allow, neighborhoods should be bounded by major streets (arterials and/or collectors) with a direct connection to work, shopping and leisure activities.

The Parkdale neighborhood is ideally located with respect to the Low Density Comprehensive Plan designation. An improved access point to East Baseline/Highway 7, as part of the re-aligned County Line Road will provide convenient access to community facilities and services. In addition, the Town of Erie Community recreation facility and Public Library can be accessed through the use of an off street trail system.

Approval Criteria

The Board of Trustees may approve a PUD development plan and Rezoning to the PUD overlay district, and the Planning Commission may recommend approval, if the Rezoning to the PUD overlay district and the associated PUD development plan meets all of the following criteria:

1. The PUD Rezoning is consistent with the purpose of the PUD overlay district in Section 2.7.D.2 of Municipal Code, Title 10, Unified Development Code;
2. The PUD Rezoning will promote the public health, safety, and general welfare

The PUD zoning for the Parkdale property will confirm to the requirements of the Municipal Code. One of the stated general purpose of the Municipal Code is the promotion of the health, safety, and general welfare of the Town of Erie. Specifically the design of the community will include open space, park uses, trail corridors, as well as an efficient and integrated transportation network. The plan will provide for a new Gateway connection to the Town of Erie, this connection will be a perpendicular signalized intersection with East Baseline/ Highway 7 - a significant improvement over the existing non-perpendicular County Line intersection. The existing County Line access runs directly adjacent to the City of Lafayette sewer treatment plant, the new Gateway connection will by-pass the existing sewer treatment plant. The plan will also provide a trail connection between significant trails to the west, and the Coal Creek trail to the east.

3. The PUD Rezoning is consistent with the Town's Comprehensive Plan and the purposes of the Municipal Code, Title 10, Unified Development Code;

The PUD zoning proposed for the property is consistent with the Town's Comprehensive Plan as discussed above. The property is identified as Low Density in the Comprehensive Plan, allowing for densities of 2-6 dwelling units per acre, and the property is zoned LR, allowing a maximum density of 5 dwelling units per acre. The PUD will restrict the property to a maximum of 642 units or approximately 2.9 dwelling units per acre.

4. Adequate facilities and services (including roads and transportation, water, gas, electric, police and fire protection, and sewage and waste disposal, as applicable) will be available to serve the subject property while maintaining adequate levels of service to existing development;



The Town of Erie Public Works department has verified that adequate facilities are available to serve the property. In addition the developer will be responsible for extending services and improving roads as a part of this proposal.

5. The PUD Rezoning is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

The design for the Parkdale community includes the preservation of a significant portion of the natural features on the property. The majority of the property has been farmed and as such any impacts from the development of a residential community that will include open space, trails and park amenities will not result in a significant adverse impact.

6. The PUD Rezoning is not likely to result in significant adverse impacts to significant scenic and historic features as identified in plans adopted by the Town;

As part of the submittal process we engaged an ecological firm to provide a historic and cultural study, no significant impacts were identified as part of that report. The natural feature in the wetland area is being preserved as part of this proposal.

7. The PUD Rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject property;

The PUD zoning for the property will allow for road, open space, trail and park improvements that are not likely to result in significant adverse impacts for other properties in the vicinity of this property. The extension of municipal services to this area will result in a positive impact for the future of other properties in the vicinity of this property.

8. Proposed uses on the subject property will be compatible in scale with uses on other properties in the vicinity of the subject;

Future uses on this property will be residential which is consistent with the uses on the adjacent properties. The anticipated scale of development on the property will be smaller than the existing larger lots directly surrounding the property; however, the anticipated scale will be compatible with new neighborhoods being developed within approximately 1/4 mile of this property. Further, it is anticipated that the adjacent properties are likely to develop in a similar manner in the future.

9. The proposed phasing of the development is appropriate and the development can be substantially completed within the time period specified in the schedule of development or Development Agreement submitted by the applicant; and

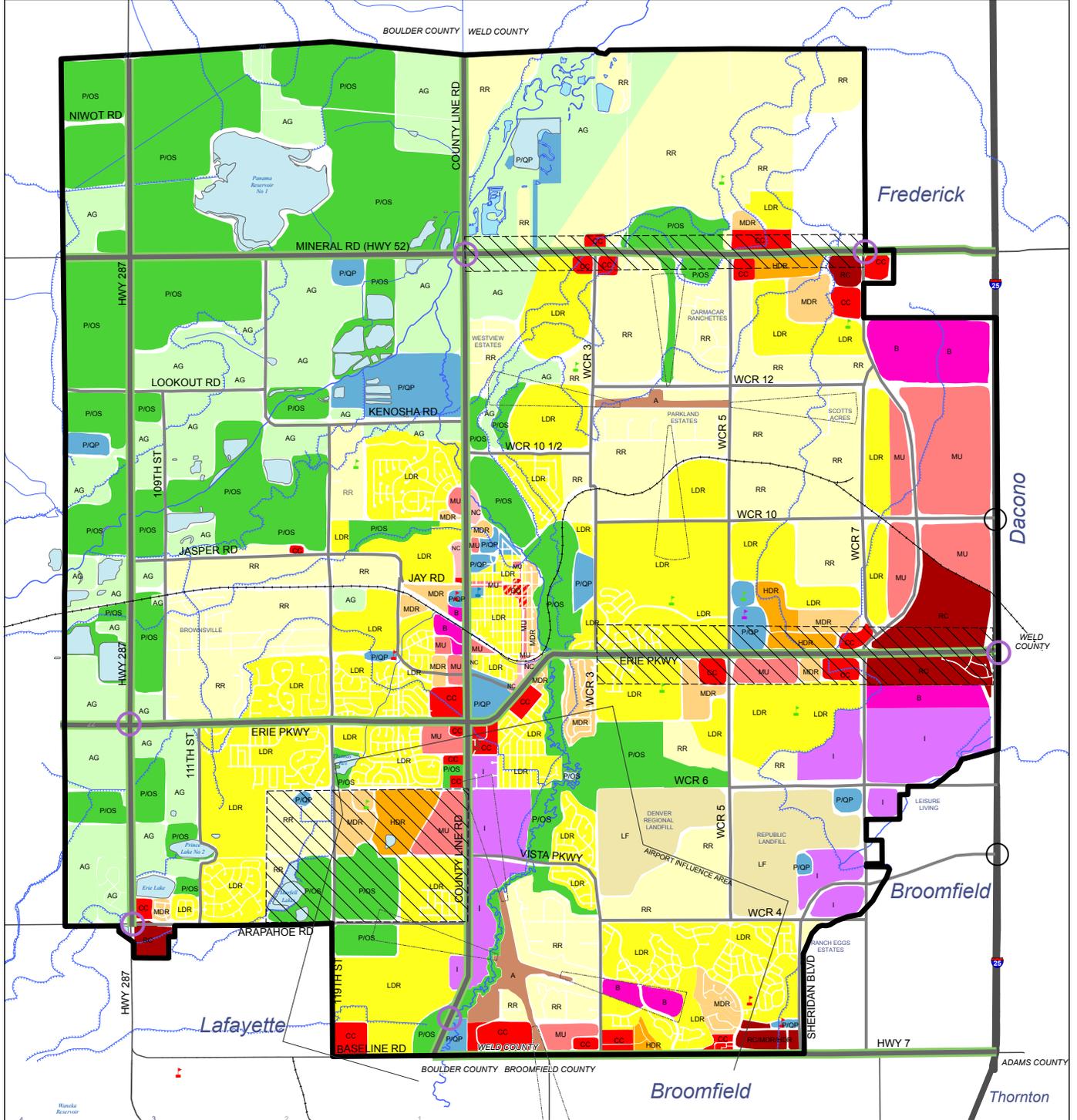
The proposed development time line is dependent on project approvals and market conditions. Planning staff has directed the applicant to not submit a draft Development Agreement as the Town prefers to draft that agreement.

10. The PUD Plan provides public benefit(s).

The proposed development provides several public benefits. A re-aligned County Line Road that provides a safer and more attractive entry in to the Town of Erie is a significant public benefit. In addition the preservation of the wetland area which is identified on Town plans is a public benefit, and the creation of a spine trail that will connect trails from the west of the property all the way to the east, providing access to the Coal Creek Trail system is another significant public benefit.



Town of Erie, Colorado Comprehensive Plan - 2015 Update Land Use Plan Map



Land Use Plan Legend

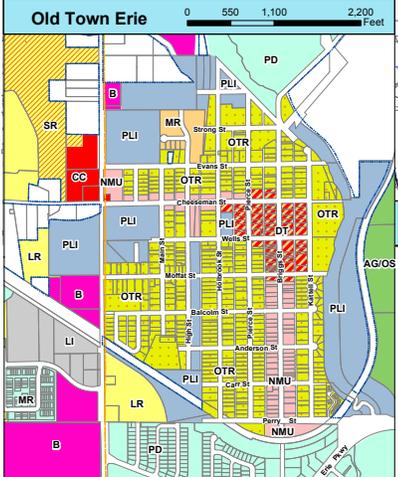
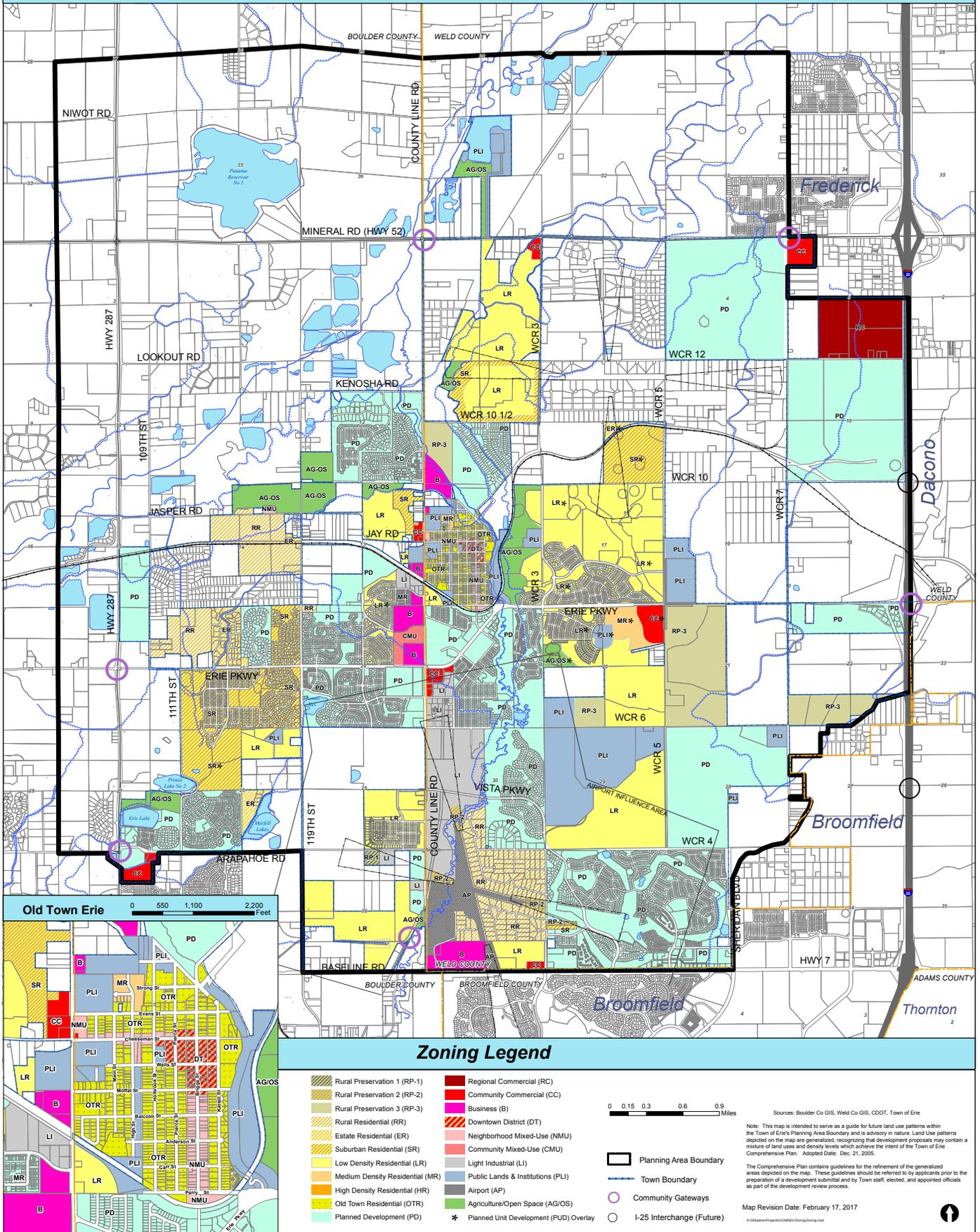
 AG Agriculture	 MDR Medium Density Residential (6-12 du/ac)	 B Business	Canal/Ditch
 PIOS Parks/Public Open Space	 HDR High Density Residential (12-20 du/ac)	 I Industrial	Railroad
 PIQP Public/Quasi Public	DD Downtown District	Reservoirs	Community Gateways
 LF Landfill	 NC Neighborhood Commercial	County Boundary	I-25 Interchange (Future)
 A Airport	 CC Community Commercial	Planning Area Boundary	Elementary School
 RR Rural Residential (0-2 du/ac)	 RC Regional Commercial	Areas of Special Consideration	Middle School
 LDR Low Density Residential (2-6 du/ac)	 MU Mixed Use		High School
			Proposed

0 0.25 0.5 1 Miles

Sources: Boulder CO GIS, Weld CO GIS, CDOT, Town of Erie
 Note: This map is intended to serve as a guide for future land use patterns within the Town of Erie's Planning Area Boundary and is advisory in nature. Land use patterns depicted on the map are generalized, recognizing that development proposals may contain a mixture of land uses and density levels which achieve the intent of the Town of Erie Comprehensive Plan. Adopted Date: Dec. 21, 2005.
 The Comprehensive Plan contains guidelines for the refinement of the generalized areas depicted on the map. These guidelines should be referred to by applicants prior to the preparation of a development submittal and by Town staff, elected, and appointed officials as part of the development review process.
 Town Boundary Not Shown - Refer to Zoning Map for Town Boundary

Map Revision Date: August 23, 2016

Town of Erie, Colorado Zoning Map



Zoning Legend

Rural Preservation 1 (RP-1)	Regional Commercial (RC)
Rural Preservation 2 (RP-2)	Community Commercial (CC)
Rural Preservation 3 (RP-3)	Business (B)
Rural Residential (RR)	Downtown District (DT)
Estate Residential (ER)	Neighborhood Mixed-Use (NMU)
Suburban Residential (SR)	Community Mixed-Use (CMU)
Low Density Residential (LR)	Light Industrial (LI)
Medium Density Residential (MR)	Public Lands & Institutions (PLI)
High Density Residential (HR)	Airport (AP)
Old Town Residential (OTR)	Agriculture/Open Space (AG/OS)
Planned Development (PD)	Planned Unit Development (PUD) Overlay

Planning Area Boundary
 Town Boundary
 Community Gateways
 I-25 Interchange (Future)

0 0.15 0.3 0.6 0.9 Miles

Sources: Boulder Co GIS, Weld Co GIS, CDOT, Town of Erie

Note: This map is intended to serve as a guide for future land use patterns within the Town of Erie's Planning Area Boundary and is advisory in nature. Land use patterns depicted on the map are generalized, recognizing that development proposals may contain a mixture of land uses and density levels which achieve the intent of the Town of Erie Comprehensive Plan. Adopted Date: Dec. 21, 2005.

The Comprehensive Plan contains guidelines for the refinement of the generalized areas depicted on the map. These guidelines should be referred to by applicants prior to the preparation of a development submission and by Town staff, elected, and appointed officials as part of the development review process.

Map Revision Date: February 17, 2017

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S E C T I O N I :

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

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.



S E C T I O N J :

MINERAL RIGHTS AND PROJECT RESTRICTIONS

SITE ANALYSIS

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: 

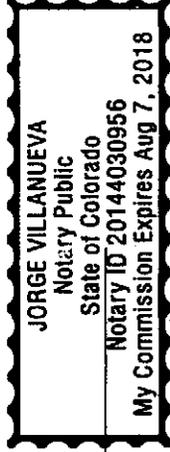
)) State of Colorado
)) County of Boulder

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

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: [Signature] - Trustee

-) State of Colorado
-) County of Arapahoe

Acknowledged before me this 12th day of February, 2016

by Linda Millican

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

[Signature]
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]

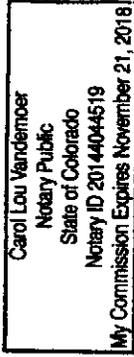
)) State of Colorado
)) County of Jefferson & Boulder Co. Lafayette-7, LLC

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.

[Signature]
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 California
-) 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

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.

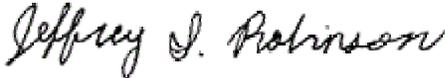
The Company will provide a sample of the policy form upon request.

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

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 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.

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.

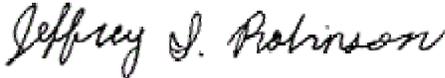
The Company will provide a sample of the policy form upon request.

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 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.

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

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

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

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

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.

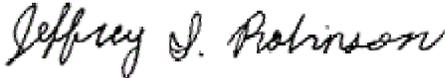
The Company will provide a sample of the policy form upon request.

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 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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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.

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

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

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

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

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

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

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.

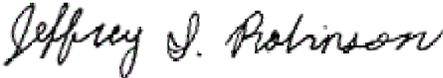
The Company will provide a sample of the policy form upon request.

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 N $\frac{1}{4}$ 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 NE $\frac{1}{4}$ of SE $\frac{1}{4}$ 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 NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36; thence North 89°55'19" East a distance of 314.82 feet along the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ 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 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 N $\frac{1}{4}$ 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 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

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.

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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.

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

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

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.

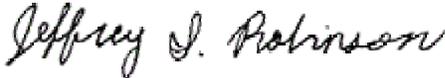
The Company will provide a sample of the policy form upon request.

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.

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 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.

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.