

**TOWN OF ERIE**

Community Development Department – Planning Division  
 645 Holbrook Street – PO Box 750 – Erie, CO 80516  
 Tel: 303.926.2770 – Fax: 303.926.2706 – Web: [www.erieco.gov](http://www.erieco.gov)

**LAND USE APPLICATION**

Please fill in this form completely. Incomplete applications will not be processed.

STAFF USE ONLY		
FILE NAME:		
FILE NO:	DATE SUBMITTED:	FEES PAID:

**PROJECT/BUSINESS NAME:** Parkdale - Penner/Thero Addition

**PROJECT ADDRESS:** TBD – generally west of County Line Road and north of Baseline Road/HWY 7

**PROJECT DESCRIPTION:** This addition to the Parkdale community is proposed to be a high quality residential addition to the Town of Erie, this proposal will include open space, a pocket park, and access to the Parkdale community.

**LEGAL DESCRIPTION** (attach legal description if Metes & Bounds)

Subdivision Name: N/A

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

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

Name/Company: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**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: AG	Gross Site Density (du/ac): approximately 3.0 du/ac
Proposed Zoning: LR	# Lots/Units Proposed: 140-200 depending on product
Gross Acreage: 34 acres	Gross Floor Area: NA

**SERVICE PROVIDERS**

Electric: Public Service	Gas: Public Service
Metro District: N/A at this time	Fire District: Mountain View Fire
Water (if other than Town):	Sewer (if other than Town):

**PAGE TWO MUST BE SIGNED AND NOTARIZED**

DEVELOPMENT REVIEW FEES			
ANNEXATION		SUBDIVISION	
<input checked="" 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 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	
<input type="checkbox"/> Oil & Gas	\$ 1200.00	<input type="checkbox"/> SERVICE PLAN	\$ 10,000.00
All fees <b>include</b> both Town of Erie Planning & Engineering review. These fees <b>do not include</b> referral agency review fees, outside consultant review fees, or review fees incurred by consultants acting on behalf of staff. See Town of Erie Municipal Code, Title 2-10-5 for all COMMUNITY DEVELOPMENT FEES.			

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: \_\_\_\_\_

Owner: \_\_\_\_\_

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

Applicant: \_\_\_\_\_

Date: 6/28/17

STATE OF COLORADO )  
County of DENVER ) ss.

The foregoing instrument was acknowledged before me this 28th day of JUNE, 2017, by Christopher Elliott.

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

# ANNEXATION LETTER OF REQUEST

Dear Town of Erie Board of Trustees,

It is an honor and a pleasure to share a new chapter in the growth of the Town of Erie with each of you.

As you know, it takes a vision to build a legacy. It takes a tremendous amount of dedication and commitment to create experiences and meaningful places that future generations will admire and enjoy. It takes a dedicated team, people like you, who are committed, invested, and curious about what happened yesterday, what happens today, and what will happen tomorrow. In your role as community leaders, you experience the impact of planning decisions every day.

Our team encourages you to imagine the possibilities of this proposal for a unique addition to the Town of Erie. Our dedicated team strives to be inventive and to integrate history, culture and landscape in building on this property for tomorrow and beyond. We have been inspired by your goals, desires and vision for the future as defined in the current Town of Erie Comprehensive Plan. We believe your vision, in combination with our creative energies, will result in the design of a unique and vibrant community where people can connect with each other, nature, recreation, and history where they live.

PROPERTY ADDRESS: TBD – Parkdale Addition

To the Mayor and Board of Trustees, Town of Erie, Colorado, We, the undersigned, all of the owners of all real property of the territory described herein, respectfully request that the Board of Trustees annex this territory to the Town of Erie, Colorado and extend the town boundaries to include same.





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

**DATE:** June 29, 2017  
**FILE NUMBER:** NCS-800123-1-CO  
**PROPERTY ADDRESS:** 12177 Baseline Road, Lafayette, CO  
**OWNER/BUYER:** Arlene C. Penner/OEO, LLC  
**YOUR REFERENCE NUMBER:** 12177 Baseline Road  
**ASSESSOR PARCEL NUMBER:** 146536000019

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

**Transmittal:**

**Revision No.:**

**Schedule A:**

**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:**       **First American Title Insurance  
Company National Commercial  
Services**  
1125 17th Street, Suite 750  
Denver, CO 80202

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

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

Issued by

***First American Title Insurance Company***

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

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

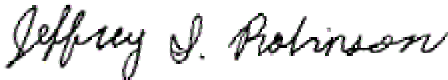
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM  
SCHEDULE A**

1. Effective Date: June 26, 2017 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:

Arlene C. Penner

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: 12177 Baseline Road,  
Lafayette, Colorado

**EXHIBIT A**

Commitment No.: NCS-800123-1-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 property:

Commencing at the Southwest corner of Section 36, Township 1 North, Range 69 West of the 6th P.M.; thence Northerly 1124.98 feet along the West line of said Section 36 to the Northwest corner of that tract of land described by deed recorded on Film 678 as Reception No. [924042](#) of the Boulder County, Colorado Records and the True Point of Beginning; thence Easterly, 748.20 feet parallel with the South line of the Southwest quarter of said Section 36 to the Northeast corner of that tract of land described on Film 1020 as Reception No. [290487](#) of the said Boulder County, Colorado Records; thence Southerly, 497.00 feet along the East line of said tract described as Reception No. [290487](#) to a point on the Northerly line of that tract of land described on Film 533 as Reception No. [783124](#) of the said Boulder County, Colorado Records; thence Easterly, 1255.28 feet parallel with the South line of the Southwest quarter of said Section 36 to the Northeast corner of that tract of land conveyed by deed recorded in [Book 1321 at Page 366](#) of the said Boulder County, Colorado Records; thence Southerly, 553.00 feet along the Easterly line of said tract described in [Book 1321 at Page 366](#) to a point on a line 75 feet North of and parallel with the South line of the Southwest quarter of said Section 36; thence Easterly, 60.00 feet parallel with the South line of the Southwest quarter of said Section 36 to the Southwest corner of that tract of land conveyed by deed recorded on Film 532 as Reception No. [781619](#) of the said Boulder County, Colorado Records; thence Northerly, 1207.75 feet along the West line of said tract conveyed by deed recorded in said Film 532 as Reception No. [781619](#) to the Northwest corner thereof; thence Easterly, 577.25 feet to the Northeast corner of that tract of land described by deed recorded in [Book 1143 at Page 504](#) of the said Boulder County, Colorado Records; thence Northerly, 10.00 feet along the East line of the Southwest quarter of said Section 36 to a point on the Southerly Right of Way line of the said C B & Q Railroad to a point on the North line of the South half of the Southwest quarter of said Section 36; thence Westerly along the North line of the South half of the Southwest quarter of said Section 36 to a point on the West line of said Section 36; thence Southerly along the West line of said Section 36 to the True Point of Beginning,

County of Boulder, State of Colorado.

For informational purposes only:      APN: 146536000019



**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 Warranty Deed satisfactory to the Company, from Arlene C. Penner, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.
5. Receipt by the Company of the following documentation for OEO, LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

6. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Arlene C. Penner.
7. 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.
8. Provide the legal description of the property to be insured.

**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 prior years, Item no. 5, above, will be amended to read: Taxes and assessments for the year 2017, and subsequent years, a lien not yet due and payable.

6. This item has been intentionally deleted.
7. This item has been intentionally deleted.
8. Rights of the public in and to any portion of the subject property lying within the right of way of North 119th Street.
9. This item has been intentionally deleted.
10. Reservation of the right to remove coal, oil gas and all minerals found beneath the surface as set forth in Quit Claim Deed recorded October 28, 1891 in [Book 148 at Page 90](#), and any and all assignments thereof or interests therein.

11. Reservation of an undivided three-tenths of all oil, gas and an undivided one-half of all other minerals and mineral rights, together with the full right to enter upon and use as much of the surface thereof as may be reasonably necessary for operating, drilling and marketing the production thereof as set forth in Corporation Special Warranty Deed recorded November 4, 1947 in [Book 810 at Page 272](#), and any and all assignments thereof or interests therein.

12. Oil and Gas Lease recorded June 4, 1979 at Reception No. [340525](#), 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. [571680](#).

13. Oil and Gas Lease recorded March 15, 1982 at Reception No. [486842](#), 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. [571682](#).

14. Oil and Gas Lease recorded February 3, 1983 at Reception No. [531577](#), 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. [571667](#).

15. Oil and Gas Lease recorded February 3, 1983 at Reception No. [531578](#), 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. [571668](#).

16. Oil and Gas Lease recorded September 12, 1983 at Reception No. [574634](#), and any and all assignments thereof or interests therein.

17. This item has been intentionally deleted.

18. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. [2112330](#).

19. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#).

20. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).

21. 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. 21, above, will be deleted.

NOTE: Upon satisfaction of the requirements herein set forth, Exceptions 21 will be deleted.

22. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Right of First Offer recorded June 22, 2017 at Reception No. 03599292.

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

23. Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. [768891](#).

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

ALTA Standard Owner Policy	\$
Tax Certification	\$

## CONDITIONS

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



*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

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

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

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

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

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

#### Business Relationships

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

#### Cookies

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

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

#### Fair Information Values

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

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

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

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

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

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

**DISCLOSURE STATEMENT**

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

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

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's 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 8-1-2, 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.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

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.



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

**DATE:** June 07, 2017

**FILE NUMBER:** NCS-853270-CO

**PROPERTY ADDRESS:** 900 North 119th Street, Lafayette, CO

**OWNER/BUYER:** Michael Thero and Donna Thero/OEO, LLC

**YOUR REFERENCE NUMBER:** 900 North 119th Street

**ASSESSOR PARCEL NUMBER:** 146536000018

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

**Transmittal:**

**Revision No.:**

**Schedule A:**

**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:** KT Engineering, LLC  
12500 W. 58th Ave. Su 230  
Arvada , CO 80002

**ATTN:** Brian Swain

**PHONE:** (720)638-5190

**MOBILE:** (720)413-9443

**FAX:**

**E-MAIL:** bswain@kteng.net

**DELIVERY:** E-MAIL

To: OEO, LLC

ATTN:  
PHONE:  
MOBILE:  
FAX:  
E-MAIL:  
DELIVERY: E-MAIL

---

To: Michael Thero and Donna Thero

ATTN:  
PHONE:  
MOBILE:  
FAX:  
E-MAIL:  
DELIVERY: E-MAIL

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To: First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 750  
Denver, CO 80202

ATTN: Beverly M. Carlson

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

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

Issued by

***First American Title Insurance Company***

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

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

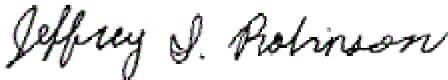
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM  
SCHEDULE A**

1. Effective Date: May 30, 2017 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:

Thero A. Michael and Donna F. Patte

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: 900 North 119th Street,  
Lafayette, Colorado

**EXHIBIT A**

Commitment No.: NCS-853270-CO

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

## Parcel A:

A tract of land situated in the Southwest  $\frac{1}{4}$  of Section 36, Township 1 North, Range 69 West of the 6th P.M., Boulder County, Colorado, described as follows: Beginning at the Southwest corner of said Section 36, thence North 627.98 feet along the West line of Section 36 to the True Point of Beginning, thence North 497.0 feet along the West line of said Section 36, thence East 438.0 feet parallel to the South line of said Section 36, thence South 497.0 feet parallel to the West line of Section 36, thence West 438.0 feet to the True Point of Beginning, all bearings used herein in relation to the West line of said Section 36 which is used and described as N 00 degrees 00' E., EXCEPT that part as conveyed by Deed recorded November 4, 1983 on Film 1278 as Reception No. [586469](#), County of Boulder, State of Colorado, the legal description for which was corrected by Deed recorded September 7, 1993 on Film 1870 as Reception No. [1334622](#), County of Boulder, State of Colorado.

## Parcel B:

A tract of land located in the Southwest  $\frac{1}{4}$  of Section 36, Township 1 North, Range 69 West of the 6th P.M., Boulder County, Colorado, being more particularly described as follows: Beginning at a point on the West line of said Southwest  $\frac{1}{4}$  of Section 36 from which the Southwest corner of said Section 36 bears South 00 degrees 05'30" West a distance of 1124.98 feet; thence East parallel to the South line of the said Southwest  $\frac{1}{4}$  a distance of 438.0 feet to the True Point of Beginning; thence continuing East a distance of 310.2 feet; thence South 00 degrees 05'30" West parallel to the West line of the said Southwest  $\frac{1}{4}$  a distance of 497.0 feet; thence West parallel to the South line of the said Southwest  $\frac{1}{4}$  a distance of 310.2 feet; thence North 00 degrees 05'30 East parallel to the West line of the said Southwest  $\frac{1}{4}$  a distance of 497.0 feet, more or less, to the True Point of Beginning, County of Boulder, State of Colorado.

For informational purposes only: APN: 146536000018

**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 Warranty Deed satisfactory to the Company, from Thero A. Michael and Donna F. Patte, vesting fee simple title in and to OEO, LLC, a Colorado limited liability company.
5. Receipt by the Company of the following documentation for OEO, LLC, a Colorado limited liability company:  
  
Operating Agreement, and all amendments thereto, if any.
6. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Thero A. Michael and Donna F. Patte.
7. 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. Water rights, claims or title to water, whether or not shown by the public records.
8. Rights of the public in and to any portion of the subject property lying within the right of way of North 119th Street.
9. Reservation of an undivided three-tenths of all oil, gas and an undivided one-half of all other as set forth in Corporation Special Warranty Deed recorded November 4, 1947 in [Book 810 at Page 272](#), and any and all assignments thereof or interests therein.
10. Oil and Gas Lease recorded June 4, 1979 at Reception No. [340525](#), 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. [571680](#).

11. Oil and Gas Lease recorded March 12, 1982 at Reception No. [486685](#), 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. [571681](#).

12. Oil and Gas Lease recorded February 3, 1983 at Reception No. [531577](#), 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. [571667](#).

13. Oil and Gas Lease recorded February 3, 1983 at Reception No. [531578](#), 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. [571668](#).

14. Oil and Gas Lease recorded September 12, 1983 at Reception No. [574634](#), and any and all assignments thereof or interests therein.

15. Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. [768891](#).

16. Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. [2112330](#).

17. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#).

18. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).

19. Existing leases and tenancies.

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

ALTA Standard Owner Policy	\$
Tax Certification	\$

## CONDITIONS

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



*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

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

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

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

#### Former Customers

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

#### Confidentiality and Security

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

#### Information Obtained Through Our Web Site

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

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

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

#### Business Relationships

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

#### Cookies

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

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

#### Fair Information Values

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

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

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

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

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

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

**DISCLOSURE STATEMENT**

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

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

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's 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 8-1-2, 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.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

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.