

**TOWN OF ERIE**

Planning & Development – Planning Division  
645 Holbrook Street – PO Box 750 – Erie, CO 80516  
Tel: 303.926.2770 – Website: [www.erieco.gov](http://www.erieco.gov)

**LAND USE APPLICATION**

*Please fill in this form completely. Incomplete applications will not be processed. Application fees must accompany application.*

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

**PROJECT/BUSINESS NAME:** Parkdale Addition - Northern Properties

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

**PROJECT DESCRIPTION:** Parkdale North is proposed to be a high quality residential addition to the Town of Erie, this proposal is an addition the current Parkdale Community which includes 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: N/A

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

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

Name/Company: See Attached

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

Company/Firm: OEO 2 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](mailto:mjanke@e5xmanagement.com)

☐ Check here if Owner is responsible for Application Billing

☒ Check here if Authorized Representative is responsible for Application Billing

**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

Proposed Zoning: LR

Gross Acreage: Approximately 122 acres

Gross Site Density (du/ac): 3.5 - 4.2 du/ac

# Lots/Units Proposed: 450-500 depending on mix

Gross Floor Area: NA

**SERVICE PROVIDERS**

Electric: Public Service

Metro District: Parkdale

Water (if other than Town): \_\_\_\_\_

Gas: Public Service

Fire District: Mountain View Fire

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
COMPREHENSIVE PLAN AMENDMENT		<input type="checkbox"/> Final Plat	\$ 2000.00 + 20.00 per lot
<input type="checkbox"/> Major	\$ 3000.00	<input type="checkbox"/> Minor Subdivision Plat	\$ 2000.00
<input type="checkbox"/> Minor	\$ 1200.00	<input type="checkbox"/> Minor Plat Amendment	\$400.00
ZONING/REZONING		<input type="checkbox"/> Road Vacation (constructed)	\$1000.00
<input type="checkbox"/> Initial Zoning	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Road Vacation (paper)	\$100.00
<input type="checkbox"/> Rezoning	\$ 1700.00 + 10.00 per acre		
<input type="checkbox"/> PUD Rezoning	\$ 1700.00 + 10.00 per acre	SITE PLAN	
<input type="checkbox"/> PUD Amendment	\$ 1700.00 + 10.00 per acre	<input type="checkbox"/> Residential	\$ 1400.00 + 10.00 per unit
<input type="checkbox"/> Major PD Amendment	\$ 3700.00 + 10.00 per acre	<input type="checkbox"/> Non-Resi. (>10,000 sq. ft.)	\$ 2,200.00
<input type="checkbox"/> Minor PD Amendment	\$ 500.00	<input type="checkbox"/> Non-Resi. (>2,000 sq. ft.)	\$ 1000.00
SPECIAL REVIEW USE		<input type="checkbox"/> Non-Resi. (<2,000 sq. ft.)	\$ 200.00
<input type="checkbox"/> Major	\$ 1000.00	<input type="checkbox"/> Amendment (major)	\$1100.00
<input type="checkbox"/> Minor	\$ 400.00	<input type="checkbox"/> Amendment (minor)	\$350.00
<input type="checkbox"/> Oil & Gas	\$ 1200.00	VARIANCE	
MISCELLANEOUS			\$600.00
<input type="checkbox"/> Outdoor Café Permit/R.O.W. Encroachment	\$50.00	METRO DIST SERVICE PLAN	
<input type="checkbox"/>			\$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 Title 10, Section 7.2.B.5 of the Town of Erie Municipal Code, 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:

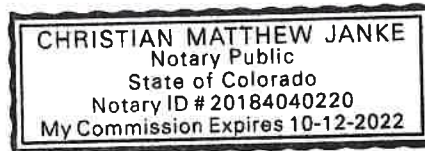
Applicant:

Date:

STATE OF COLORADO )  
County of Arapahoe ) ss.

The foregoing instrument was acknowledged before me this 2nd day of April, 2021, by Christopher Elliott.

My commission expires: Oct 12, 2022.  
Witness my hand and official seal.



Christian Matthew Janke  
Notary Public

**Authorization by Dana and Laurel Powell**

Dana and Laurel Powell, the owners of the real property hereby states that we have no objection to the Land Use Application submittals being submitted to and processed by the Town of Erie by OEO 2 LLC, and hereby authorize Chris Elliott to act on behalf of ourselves with respect to such Land Use Applications.

By: Dana Powell

By: Laurel Powell

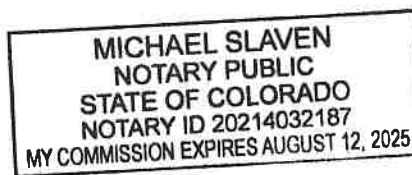
State of Colorado                    )  
  )ss  
County of Boulder                    )

Acknowledged before me this 19 day of October, 2021  
by Dana Powell and by Laurel Powell.

Witness my hand and official seal.

My commission expires 08/12/25.

[Signature]  
Notary Public



TO: THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.

RE: PETITION FOR ANNEXATION FOR ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO  
TOWN OF ERIE

The undersigned landowner ("Petitioner"), in accordance with it's the Municipal Annexation Act of 1965 as set forth in Article 12, Title 31, Colorado Revised Statutes, as amended and as in effect on the submission date set forth below ("Act"), hereby petitions the Board of Trustees of the Town of Erie for annexation to the Town of Erie ("Town") of the following unincorporated territory located in the County of Boulder and State of Colorado, the property being more particularly described by its legal description in "Exhibit A," which is attached hereto and incorporated herein by reference ("Property").

In support of this petition for annexation ("Petition"), Petitioner further alleges to the Board of Trustees of the Town that:

1. It is desirable and necessary that the territory described above be annexed to the Town.
2. The requirements of C.R.S. §§ 31-12-104 and 31-12-105 of the Act exist or have been met in that:
  - a) Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town or will be contiguous with the Town within such time as required by C.R.S. § 31-12-104 of the Act.
  - b) A community of interest exists between the area proposed to be annexed and the Town.
  - c) The area proposed to be annexed is urban or will be urbanized in the near future.
  - d) The area proposed to be annexed is integrated with or is capable of being integrated with the Town.
  - e) No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road or other public way.
  - f) No land within the boundary of the area proposed to be annexed which is held in identical ownership, comprises twenty (20) acres or more, and which, together with the buildings and improvements situated thereon has an assessed value in excess of two hundred thousand dollars



(\$200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowner or landowners.

- g) The Property is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for incorporation or annexation in an area that is part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve (12) months immediately preceding the filing of this Petition.
  - h) The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district or attachment of same to another school district.
  - i) Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent (50%) of which are within the three-mile limit, the proposed annexation will not extend the municipal boundary of the Town more than three (3) miles in any direction from any point of the current municipal boundary in any one year.
  - j) Prior to completion of the annexation of the territory proposed to be annexed, the Town will have in place a plan for that area, which generally describes the proposed: Location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the Town; and the proposed land uses for the area; such plan to be updated at least once annually.
  - k) In establishing the boundary of the territory proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the territory to be annexed.
  - l) The Town will not deny reasonable access to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the Town but is not bounded on both sides by the Town.
3. Petitioner comprises more than fifty percent (50%) of the landowners in the Property owning more than fifty percent (50%) of the Property, excluding public streets, alleys and any land owned by the annexing municipality, and the Petitioner hereby consents to the establishment of the boundaries of the Property as shown in the annexation maps submitted herewith. The legal description of the portion of the Property owned by the Petitioner is set forth in "Exhibit B," attached hereto and incorporated herein by reference.

4. Accompanying this Petition are four (4) copies of an annexation map (Annexation Map for Erie Gateway South Annexation No. 9) containing the following information:
  - a) A written legal description of the boundaries of the area proposed to be annexed;
  - b) A map showing the boundary or the area proposed to be annexed, said map prepared and containing the seal of a registered engineer;
  - c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
  - d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.
5. The affidavit of the circulator of this Petition certifying that the signature on this Petition is the signature of each person whose name it purports to be certifying the accuracy of the date of such signatures is attached hereto as “Exhibit C” and is incorporated herein by this reference.
6. The proposed annexation of the Property complies with § 30(1)(b) of Article II of the Colorado Constitution.
7. The Petitioner signed this Petition no more than one hundred eighty (180) days prior to the date of the filing of this Petition with the Town.
8. Upon the annexation ordinance becoming effective, the Property proposed to be annexed will become subject to all ordinances, rules and regulations of the Town, except for general property taxes of the Town which shall become effective as the January 1 next ensuing following the effectiveness of the annexation.
9. Petitioner has filed this Petition subject to the following conditions, and the consent of Petitioner to annexation of the Property to the Town is conditioned upon satisfaction of the following conditions, any one or more of which may be waived by OEO 2, LLC, a Colorado limited liability company (“Purchaser”), in its sole discretion:
  - a) Concurrently with its approval of annexation of the Property, the Town approves (i) zoning for the Property to the Low Density Residential zone district under the Town’s Unified Development Code; (ii) annexation of that certain property set forth in that certain petition for annexation to the Town and accompanying annexation map for Erie Gateway South Annexation No. 9 (the “Additional Annexation Property”); and (iii) zoning for the Additional Annexation Property to the Low Density Residential zone district under the Town’s Unified Development Code.

- b) Petitioner hereby reserves the sole, exclusive and unilateral right, for the benefit of, and to be exercised solely by, Purchaser, to withdraw this Petition by Purchaser so notifying the Clerk of the Town in writing at any point prior to the later to occur of: (i) the latest final, non-appealable approval of the final ordinance(s) or other final approval(s) approving (A) annexation of the Property and the Additional Annexation Property to the Town; and (B) zoning of the Property and the Additional Annexation Property as contemplated herein; or (ii) final, non-appealable approval of any “Legal Challenge.” For purposes of this Petition, “Legal Challenge” means either (i) any third party commences any legal proceeding or other action that directly or indirectly challenges the annexation of the Property and/or any portion of the Additional Annexation Property, or any of the Town’s ordinances, resolutions or other approvals approving any of the foregoing; or (ii) any third party submits a petition for a referendum seeking to reverse or nullify any of such ordinances.
  - c) Prior to the expiration of the period described in the foregoing subparagraph b) without Petitioner having withdrawn this Petition, neither Petitioner nor the Town shall cause or permit the occurrence of the conditions to effectiveness of the annexation as set forth in Section 31-12-113(2)(b) of the Act.
10. Except for the terms and conditions of this Petition, which terms and conditions Petitioner expressly approves and therefore do not constitute an imposition of additional terms and conditions within the meaning of Sections 31-12-107(4), -110(2), -111 or -112(1) of the Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

WHEREFORE, the following Petitioner respectfully requests that the Town, acting through its Board of Trustees, approve the annexation of the Property pursuant to the provisions of the Act.

[Signature Page to Follow]

Signatures for properties owned by OEO 2, LLC

12400 Arapahoe Rd (Formerly Kano)  
1380 N. 119th Street (Formerly Dortch)  
12518 Arapahoe Road (Formerly Owens)  
12428 Arapahoe Road (Formerly Jung)

12508 Arapahoe Rd (Formerly Spiers)  
12514 Arapahoe Rd (Formerly Schichtel)  
12500 Arapahoe Road (Formerly Leiker)  
12512 Arapahoe Road (Formerly Powell)

Respectfully submitted this 9<sup>th</sup> day of June, 2022. By this acknowledgment, the undersigned hereby certify that the above information is complete and true.

OWNER:

Name of Owner: OEO 2, LLC

By: [Signature]

Title: Manager

Date of Signature: June 9, 2022

Mailing Address:

7353 S. Alton Way Suite 100  
Centennial, CO 80112

Resident of the Property: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Arapahoe     )

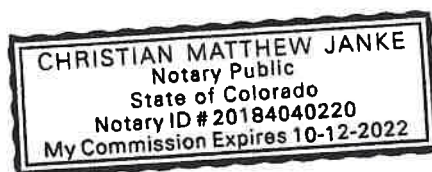
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2022 by Christopher Elliott.

My commission expires: 10/12/2022

Witness My hand and official seal.

[Signature]

Notary Public



Signatures for property owned by Bart Schichtel  
12514 Arapahoe Rd

Respectfully submitted this 9th day of June, 2022. By this acknowledgment, the undersigned hereby certify that the above information is complete and true.

OWNER:

Name of Owner: Bart Schichtel

By: Bart Schichtel

Title: N/A

Date of Signature: 6/9/2022

Mailing Address:

\_\_\_\_\_

12514 Arapahoe Rd

Littleton CO

80026

Resident of the Property: yes

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Weld     )

The foregoing instrument was acknowledged before me this 9th day of June, 2022 by Bart Schichtel.

My commission expires: 08/27/2024

Witness My hand and official seal.

Taryn Brown  
Notary Public

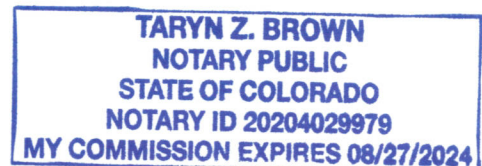


EXHIBIT A

Legal Description of Property to be Annexed

## **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE**

05.25.2022

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36 BEING S 89°00'36" W AND MONUMENTED AS FOLLOWS:

-SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36 BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

-CENTER 1/4 CORNER OF SECTION 36 BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

**BEGINNING** AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF ERIE GATEWAY SOUTH ANNEXATION NO. 2, TOWN OF ERIE ORDINANCE NO. 34-2016, SERIES 2016, RECORDED ON 2/3/2017 AT RN: 3573284;

THENCE ALONG THE NORTHERLY LINE OF SAID ERIE GATEWAY SOUTH ANNEXATION NO. 2, TOWN OF ERIE ORDINANCE NO. 34-2016, SERIES 2016, RECORDED ON 2/3/2017 AT RN: 3573284 THE FOLLOWING TWO (2) COURSES:

1) S 89°00'36" W A DISTANCE OF 1341.46 FEET;

2) N 89°56'15" W A DISTANCE OF 1319.94 FEET TO A POINT ON THE EASTERLY LINE OF ERIE GATEWAY SOUTH ANNEXATION NO. 3, TOWN OF ERIE ORDINANCE NO. 35-2016, SERIES 2016, RECORDED ON 2/3/2017 AT RN: 3573286;

THENCE N 00°04'29" E ALONG SAID EASTERLY LINE OF ERIE GATEWAY SOUTH ANNEXATION NO. 3, TOWN OF ERIE ORDINANCE NO. 35-2016, SERIES 2016, RECORDED ON 2/3/2017 AT RN: 3573286 AND THE EASTERLY LINE OF ERIE GATEWAY SOUTH ANNEXATION NO. 4, TOWN OF ERIE ORDINANCE NO. 36-2016, SERIES 2016, RECORDED ON 2/3/2017 AT RN: 3573288 A DISTANCE OF 1345.89 FEET TO THE NORTHEAST CORNER OF SAID ERIE GATEWAY SOUTH ANNEXATION NO. 4, TOWN OF ERIE ORDINANCE NO. 36-2016, SERIES 2016, RECORDED ON 2/3/2017 AT RN: 3573288, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36;

THENCE S 89°58'43" E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 36 A DISTANCE OF 1332.41 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT R-4 OF A PLAT OF SURVEY RECORDED AT RECEPTION NO. 90807363;

THENCE N 00°00'45" W ALONG THE WESTERLY LINE OF SAID TRACT R-4 A DISTANCE OF 659.63 FEET TO THE SOUTHWEST CORNER OF DONLEY ANNEXATION, TOWN OF ERIE ORDINANCE NO. 658, RECORDED ON 6/20/2000 AT RN: 2054309;

THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID DONLEY ANNEXATION, TOWN OF ERIE ORDINANCE NO. 658, RECORDED ON 6/20/2000 AT RN: 2054309 THE FOLLOWING THREE (3) COURSES:

1) N 89°56'07" E A DISTANCE OF 659.86 FEET;

2) N 89°56'49" E A DISTANCE OF 660.11 FEET;

3) N 00°01'24" W A DISTANCE OF 634.63 FEET TO A POINT ON THE SOUTHERLY LINE OF ARAPAHOE ROAD ANNEXATION NO. 2, TOWN OF ERIE ORDINANCE NO. 551, RECORDED ON 9/4/1997 AT RN: 1727898;



THENCE S 89°57'39" E ALONG SAID SOUTHERLY LINE A DISTANCE OF 659.27 FEET TO A POINT ON THE WESTERLY LINE OF ZAHN ANNEXATION, TOWN OF ERIE ORDINANCE NO. 482, RECORDED ON 3/17/1997 AT RN: 1683819;

THENCE S 00°02'56" E ALONG SAID WESTERLY LINE A DISTANCE OF 1295.67 FEET TO THE NORTHEAST CORNER OF ERIE GATEWAY SOUTH ANNEXATION NO. 1, TOWN OF ERIE ORDINANCE NO. 33-2016, SERIES 2016, RECORDED ON 2/3/2017 AT RN: 3573282;

THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID ERIE GATEWAY SOUTH ANNEXATION NO. 1, TOWN OF ERIE ORDINANCE NO. 33-2016, SERIES 2016, RECORDED ON 2/3/2017 AT RN: 3573282 THE FOLLOWING TWO (2) COURSES:

- 1) S 89°59'59" W A DISTANCE OF 659.84 FEET;
- 2) S 00°18'01" E A DISTANCE OF 1323.17 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 5,288,656 SQUARE FEET, OR 121.4108 ACRES MORE OR LESS.

EXHIBIT B

Land Owned By Petitioner

## **EXHIBIT B**

### LEGAL DESCRIPTION OF LAND OWNED BY EACH PETITIONER

#### **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE LEGAL DESCRIPTION OF LAND OWNED BY OEO 2, LLC**

*(1380 N 119<sup>TH</sup> STREET - FORMERLY OWNED BY DORTCH)*

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 BEING S 89°56'15" E AND MONUMENTED AS FOLLOWS:

-W 1/16 OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

-CENTER 1/4 CORNER OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

BEGINNING AT THE CENTER 1/4 OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

THENCE N 89°56'15" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1319.94 FEET TO THE W 1/16 CORNER OF SECTION 36 BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846;

THENCE N 00°04'29" E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1345.89 FEET TO THE NW 1/16 SECTION 36 BEING A FOUND 2" ALUMINUM CAP, PLS 28273;

THENCE S 89°58'43" E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1332.41 FEET TO THE N 1/16 SECTION 36 BEING A FOUND 2" ALUMINUM CAP, PLS 28273;

THENCE S 00°00'21" E ALONG THE ACCEPTED PRACTICAL EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1346.59 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 36;

THENCE S 89°00'36" W ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 36 A DISTANCE OF 14.36 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 1,795,195 SQUARE FEET, OR 41.2120 ACRES MORE OR LESS.

## **EXHIBIT B**

### LEGAL DESCRIPTION OF LAND OWNED BY EACH PETITIONER

#### **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE LEGAL DESCRIPTION OF LAND OWNED BY OEO 2, LLC.**

*(12400 ARAPAHOE ROAD - FORMERLY OWNED BY DIANA L. KANO, JANET KANO & RICHARD KANO.)*

##### PARCEL 1:

THE WEST 1 /2 OF A TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1 /2 CORNER OF SECTION 36, THENCE SOUTH 0 DEGREES 11'35" WEST, 1,326.99 FEET ALONG THE CENTERLINE OF SAID SECTION 36 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 11'35" WEST ALONG SAID CENTERLINE 1,326.25 FEET TO THE CENTER OF SECTION 36; THENCE SOUTH 89 DEGREES 56'20" EAST ALONG THE EAST-WEST CENTERLINE OF SECTION 36 A DISTANCE OF 330 FEET; THENCE NORTH 0 DEGREES 11'35" EAST, A DISTANCE OF 1,324.71 FEET; THENCE NORTH 89 DEGREES 48'25" WEST, A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF BOULDER, STATE OF COLORADO.

##### PARCEL 2:

TOGETHER WITH EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AS DESCRIBED IN DEED RECORDED MARCH 6, 1967 AS RECEPTION NO. 840827 AND MARCH 8, 1967 AS RECEPTION NO. 841098 AND 841099,

COUNTY OF BOULDER, STATE OF COLORADO

## **EXHIBIT B**

LEGAL DESCRIPTION OF LAND OWNED BY EACH PETITIONER

### **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE LEGAL DESCRIPTION OF LAND OWNED BY OEO 2, LLC**

*(12512 ARAPAHOE ROAD - FORMERLY OWNED BY LAUREL E & DANA R POWELL)*

THE EAST HALF OF A TRACT OF LAND SHOWN AS TRACT R-7 ON SURVEY RECORDED AT RECEPTION NO. 807363 BEING THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 00°11'35" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 36, A DISTANCE OF 1,326.99 FEET; THENCE CONTINUING SOUTH 00°11'35" WEST ALONG SAID CENTERLINE, A DISTANCE OF 1,326.25 FEET TO THE CENTER OF SAID SECTION 36; THENCE SOUTH 89°56'20" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 36, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°11'35" EAST ALONG THE WEST LINE OF A TRACT OF LAND SHOWN AS TRACT R-8 ON SURVEY RECORDED AT RECEPTION NO. 807363, A DISTANCE OF 1,324.71 FEET; THENCE NORTH 89°48'25" WEST ALONG THE SOUTH LINE OF A TRACT OF LAND SHOWN AS TRACT R-4 ON SURVEY RECORDED AT RECEPTION NO. 807363, A DISTANCE OF 330 FEET; THENCE SOUTH 00°11'35" WEST TO THE EAST-WEST CENTERLINE OF SAID SECTION 36; THENCE SOUTH 89°56'20" EAST ALONG SAID EAST-WEST CENTERLINE, A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF BOULDER, STATE OF COLORADO.

## **EXHIBIT B**

### LEGAL DESCRIPTION OF LAND OWNED BY EACH PETITIONER

#### **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE LEGAL DESCRIPTION OF LAND OWNED BY BART SCHICHEL AND OEO 2, LLC** *(12514 ARAPAHOE ROAD)*

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 BEING S 89°56'15" E AND MONUMENTED AS FOLLOWS:

-NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

-CENTER 1/4 CORNER OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

**COMMENCING** AT SAID NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

THENCE ALONG THE EAST-WEST CENTERLINE OF SECTION 36 THE FOLLOWING TWO (2) COURSES;

1) S 89°56'15" E A DISTANCE OF 1319.94 FEET TO SAID CENTER 1/4 CORNER OF SECTION 36 TO A POINT BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846;

2) N 89°00'36" E A DISTANCE OF 673.81 FEET TO THE SOUTHWEST CORNER OF TRACT R-8, OF PLAT OF SURVEY BY EUGENE PADON RLS 2065 AND RECORDED AT RECEPTION NO. 807363 (AKA 90807363) SAID POINT ALSO BEING THE **POINT OF BEGINNING**,

THENCE N 00°01'27" E A DISTANCE OF 1335.69 FEET TO THE NORTHWEST CORNER OF SAID TRACT R-8 BEING A FOUND 2" ALUMINUM CAP, UNREADABLE;

THENCE N 89°57'26" E ALONG THE NORTHERLY LINE OF SAID TRACT R-8 A DISTANCE OF 660.05 FEET TO THE NORTHEAST CORNER OF SAID TRACT R-8 BEING A FOUND 2" ALUMINUM CAP, PARTIALLY UNREADABLE, PLS 14083;

THENCE S 00°18'01" E ALONG THE EASTERLY LINE OF SAID TRACT R-8 A DISTANCE OF 1324.66 FEET TO THE SOUTHEAST CORNER OF SAID TRACT R-8, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846;

THENCE S 89°00'36" W ALONG SAID EAST-WEST CENTERLINE OF SECTION 36 A DISTANCE OF 667.65 FEET TO THE **POINT OF BEGINNING**

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 882,982 SQUARE FEET, OR 20.2705 ACRES MORE OR LESS.

## **EXHIBIT B**

LEGAL DESCRIPTION OF LAND OWNED BY EACH PETITIONER

### **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE LEGAL DESCRIPTION OF LAND OWNED BY OEO 2, LLC.**

*(12508 ARAPAHOE ROAD - FORMERLY OWNED BY JOHN & ROSZI SPIERS.)*

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 1/4 CORNER; THENCE SOUTH 0°11'35" WEST ALONG THE CENTERLINE OF SAID SECTION 36, A DISTANCE OF 666.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 660 FEET; THENCE SOUTH 89°48'25" EAST ALONG THE NORTH LINE A DISTANCE OF 660 FEET; THENCE NORTH 0°11'35" EAST, 660 FEET; THENCE NORTH 89°48'25" WEST ALONG THE SOUTH LINE, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF BOULDER, STATE OF COLORADO.



## **EXHIBIT B**

LEGAL DESCRIPTION OF LAND OWNED BY EACH PETITIONER

### **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE LEGAL DESCRIPTION OF LAND OWNED BY OEO 2, LLC**

*(12518 ARAPAHOE ROAD - FORMERLY OWNED BY HELEN PEW BOOTH OWENS &  
MELVIN PAUL OWENS JR.)*

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 NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 36; THENCE SOUTH 00°11'35" WEST ALONG THE CENTERLINE OF SAID SECTION A DISTANCE OF 1,326.99 FEET; THENCE SOUTH 89°48'25" EAST, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°48'25" EAST, A DISTANCE OF 660 FEET; THENCE NORTH 00°11'35" EAST, A DISTANCE OF 660 FEET; THENCE NORTH 89°48'25" EAST, A DISTANCE OF 660 FEET; THENCE SOUTH 00°11'35" WEST, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF BOULDER, STATE OF COLORADO.

SURVEYORS NOTE:

ERROR 3RD COURSE TO BE SOUTH 89°48'25" WEST

## **EXHIBIT B**

LEGAL DESCRIPTION OF LAND OWNED BY EACH PETITIONER

### **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE LEGAL DESCRIPTION OF LAND OWNED BY OEO 2, LLC**

*(12428 ARAPAHOE ROAD - FORMERLY OWNED BY JUNG)*

#### PARCEL 1:

A TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 36; THENCE SOUTH 0 DEGREES 11'35" EAST ALONG THE CENTERLINE OF SECTION 36, A DISTANCE OF 1326.99 FEET; THENCE SOUTH 89 DEGREES 48'25" EAST ALONG THE SOUTH LINE OF TRACTS SHOWN AS TRACT R-4 AND R-5 ON SURVEY RECORDED IN BOULDER COUNTY FEBRUARY 15, 1966 AS RECEPTION NO. 807363, 1320 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 48'25" EAST, 660 FEET; THENCE NORTH 0 DEGREES 11'35" EAST ALONG THE WEST LINE OF A TRACT SHOWN AS TRACT I-1 ON SURVEY RECORDED IN BOULDER COUNTY AS RECEPTION NO. 807363, A DISTANCE OF 660 FEET; THENCE NORTH 89 DEGREES 48'25" WEST ALONG THE SOUTH LINE OF A TRACT SHOWN AS TRACT R-3 ON SURVEY RECORDED IN BOULDER COUNTY AS RECEPTION NO. 807636, 660 FEET; THENCE SOUTH 0 DEGREE 11'35" WEST ALONG THE EAST LINE OF A TRACT SHOWN AS TRACT R-5 ON SURVEY RECORDED IN BOULDER COUNTY AS RECEPTION NO. 807363, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING.

#### PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS TO AND FROM BOULDER COUNTY ROAD NO. 54 (ARAPAHOE ROAD) AS GRANTED BY DEEDS RECORDED MARCH 8, 1967 IN FILM 597 AT RECEPTION NOS. 841098 AND 841099 OF THE RECORDS OF BOULDER COUNTY, COLORADO.

COUNTY OF BOULDER, STATE OF COLORADO.

## **EXHIBIT B**

LEGAL DESCRIPTION OF LAND OWNED BY EACH PETITIONER

### **ERIE GATEWAY SOUTH ANNEXATION NO. 9 TO THE TOWN OF ERIE LEGAL DESCRIPTION OF LAND OWNED BY OEO 2, LLC.**

*(12500 ARAPAHOE ROAD - FORMERLY OWNED BY DAVID M. LEIKER)*

A TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 W OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER; THENCE SOUTH 89 DEGREES 39'15" EAST, ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1980 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 11'35" WEST, 661.80 FEET; THENCE NORTH 89 DEGREES 48'25" WEST, 660.00 FEET; THENCE NORTH 0 DEGREES 11'35" EAST ALONG THE EAST LINE OF A TRACT SHOWN AS TRACT R-2 ON SURVEY RECORDED IN BOULDER COUNTY ON FEBRUARY 15, 1966, RECEPTION NO. 807363, A DISTANCE OF 663.53 FEET TO A POINT ON THE NORTH LINE OF SECTION 36; THENCE SOUTH 89 DEGREES 39'15" EAST ALONG SAID NORTH LINE, A DISTANCE OF 660.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PORTION THEREOF LYING WITH THE COUNTY ROAD,

COUNTY OF BOULDER, STATE OF COLORADO.

Circulator for properties owned by OEO 2, LLC


EXHIBIT C

Affidavit of Circulator

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Arapahoe     )

\_\_\_\_\_, being first duly sworn upon oath, deposes and says that he was the circulator of this Petition for Annexation of lands to the Town of Erie, Colorado, consisting of \_\_\_\_\_ ( ) pages including this page and that each signature hereon was witnessed by your affiant and is the signature of the person whose name it purports to be.

CIRCULATOR

By:   
Name: Sarah Hunsche

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Arapahoe     )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2022 by Sarah Hunsche.

My commission expires: 10/12/2022

Witness My hand and official seal.

  
Notary Public

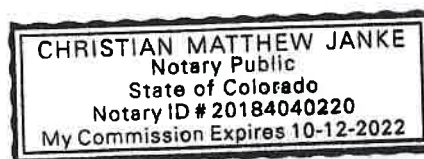



EXHIBIT C

Affidavit of Circulator

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Arapahoe     )

\_\_\_\_\_, being first duly sworn upon oath, deposes and says that he was the circulator of this Petition for Annexation of lands to the Town of Erie, Colorado, consisting of \_\_\_\_\_ ( ) pages including this page and that each signature hereon was witnessed by your affiant and is the signature of the person whose name it purports to be.

CIRCULATOR

By:   
Name: Sarah Hunsche

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Arapahoe     )

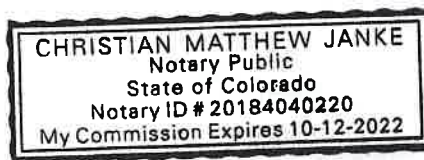
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2022 by Sarah Hunsche.

My commission expires: 10/12/2022

Witness My hand and official seal.



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.



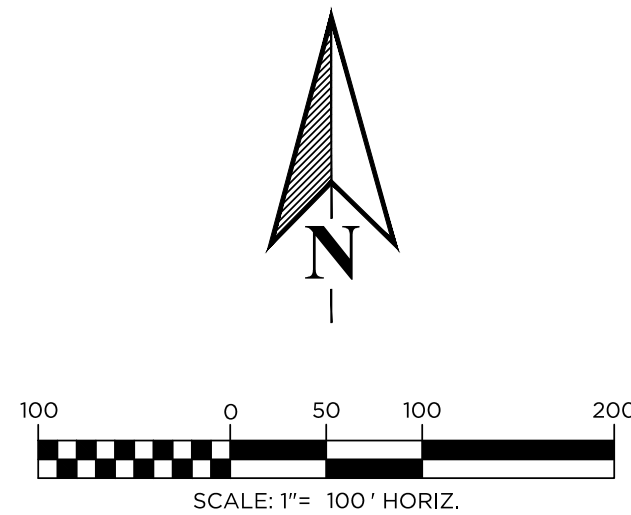


## LEGEND:

- SECTION CORNER  
FOUND PROPERTY PIN AS DESCRIBED

(13.52) RECORD DIMENSION

- SECTION LINE  
EASEMENT LINE  
DITCH FLOWLINE  
WIRE FENCE W/ WOOD POSTS  
DECIDUOUS TREE



## ALTA/NSPS LAND TITLE SURVEY

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

SHEET 1 OF 1

## PROVIDED DESCRIPTION:

COMMONWEALTH LAND INSURANCE TITLE COMPANY  
TITLE REPORT NO.: H0590795-023-CN4-CN, AMENDMENT NO. 1

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 36, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., BOULDER COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER FROM WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 36 BEARS N00°58'16"W, 1376.44 FEET AND WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE S00°58'16"E, 1326.44 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S88°54'59"W, 1328.62 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE N01°08'00"W, 1329.72 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE N89°03'27"E, 1332.38 FEET TO THE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

## REVISED DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 BEING S 89°56'15" E AND MONUMENTED AS FOLLOWS:

-W 1/16 OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846.

-CENTER 1/4 CORNER OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846.

BEGINNING AT THE CENTER 1/4 OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

THENCE N 89°56'15" W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1319.94 FEET TO THE W 1/16 CORNER OF SECTION 36 BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846;

THENCE N 00°04'29" E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1345.89 FEET TO THE NW 1/16 SECTION 36 BEING A FOUND 2" ALUMINUM CAP, PLS 28273;

THENCE S 89°58'43" E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1332.41 FEET TO THE N 1/16 SECTION 36 BEING A FOUND 2" ALUMINUM CAP, PLS 28273;

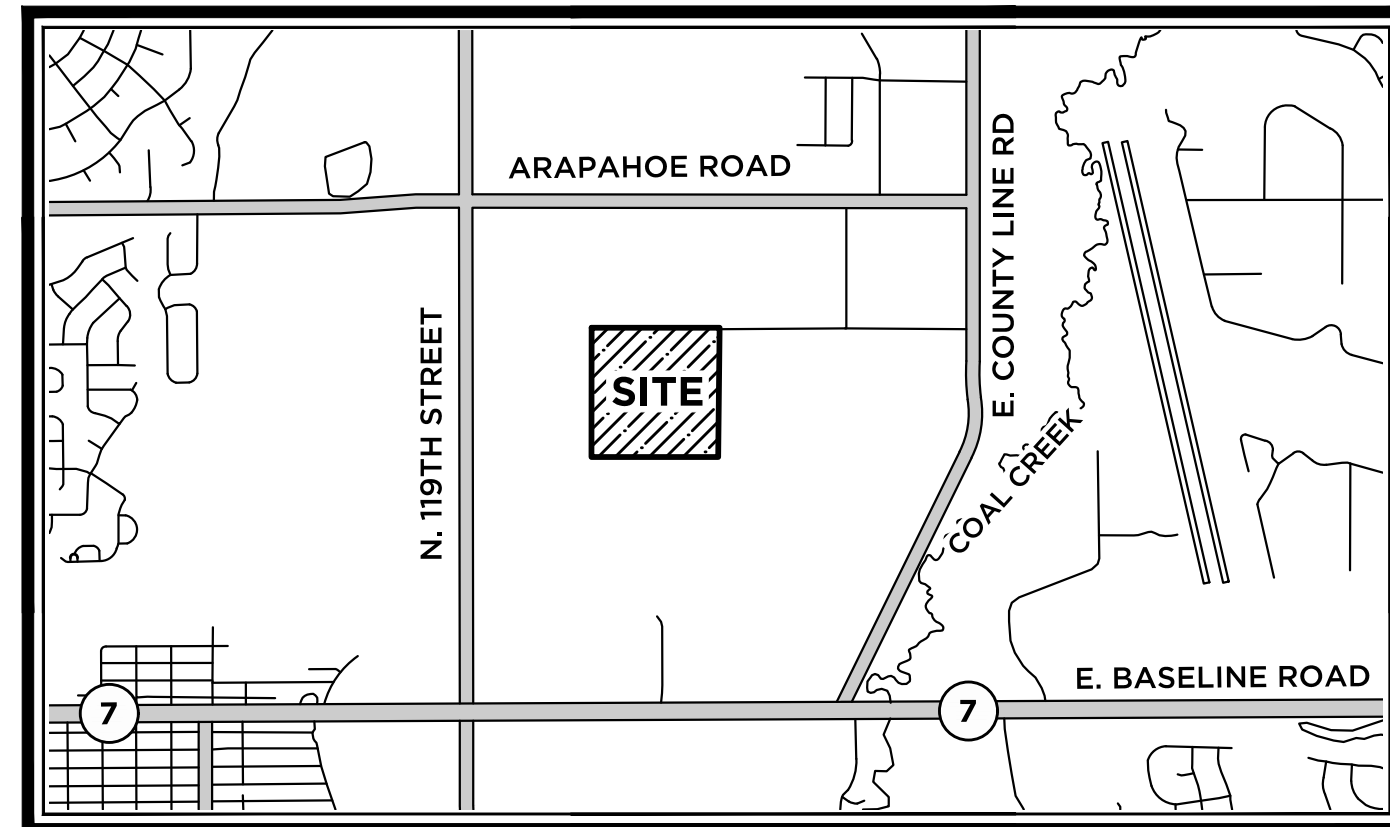
THENCE S 00°00'21" E ALONG THE ACCEPTED PRACTICAL EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1346.59 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 36;

THENCE S 89°00'36" W ALONG SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 36 A DISTANCE OF 14.36 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 1,795,195 SQUARE FEET, OR 41.2120 ACRES MORE OR LESS.

## NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
- KT ENGINEERING, LLC HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE INSURANCE COMMITMENT MAY DISCLOSE.
- THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. FEET, THE BEARINGS ARE IN DEGREES-MINUTES-SECONDS.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON SOUTH LINE OF THE SE 1/4, NW 1/4 SECTION 36 BEARING N89° 56' 15"W.
- COMMONWEALTH LAND TITLE INSURANCE COMPANY FILE NO. H0590795-023-CN4-CN, AMENDMENT NO. 1 WAS RELIED UPON FOR THIS ALTA/NSPS SURVEY.
- DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A UNITED STATES (U.S.) FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- THIS IS AN ABOVE GROUND SURVEY. THE UNDERGROUND UTILITIES SHOWN, IF ANY, ARE BASED ON ABOVE GROUND EVIDENCE AND THESE LOCATIONS SHOULD BE CONSIDERED APPROXIMATE AND UNVERIFIED. THERE ARE MOST LIKELY UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY.
- A SEARCH WAS MADE FOR THE OIL & GAS WELLS LOCATED ON AND ADJACENT TO THE SUBJECT PROPERTY AS DEPICTED IN GIS MAPPING SHOWN ON THE COLORADO OIL & GAS COMMISSION (COGCC) WEB SITE. ALL WELLS APPEARING ON COGCC GIS MAPPING WERE LOCATED AND THEIR POSITIONS SHOWN ON THIS SHEET. THERE MAY BE BUILDING RESTRICTIONS ASSOCIATED WITH THE GAS AND OIL WELL FACILITIES. SPECIFIC RESTRICTIONS SHOULD BE VERIFIED WITH THE COGCC, LOCAL FIRE PROTECTION DISTRICTS, AND LOCAL JURISDICTIONS.
- DATE OF FIELD SURVEY - AUGUST 21, 2019.



VICINITY MAP

1" = 2000'

## NOTES REGARDING THE TITLE COMMITMENT:

ITEMS 1-8: 1-8 EXCEPTIONS ARE STANDARD EXCEPTIONS.

ITEMS 9: NOTICE OF OIL AND GAS INTEREST AND SURFACE USE RECORDED JANUARY 23, 2001 AT RECEPTION NO. 2112330.

ITEMS 10: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED OCTOBER 23, 2007 AT RECEPTION NO. 2890878.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.

ITEM 11: REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER) RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 2900941.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.

ITEM 12: NOTICE OF GENERAL DESCRIPTION OF ARES SERVICED BY PANHANDLE EASTERN PIPE LINE COMPANY RECORDED JUNE 25, 1986 AT RECEPTION NO. 00768891.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.

ITEM 13: OIL AND GAS LEASE RECORDED FEBRUARY 3, 1981 AT RECEPTION NO. 432902 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.

NOTE: AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION IN CONNECTION THEREWITH RECORDED AUGUST 29, 1983 AT RECEPTION NO. 571669.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.

NOTE: AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE BY PRODUCTION IN CONNECTION THEREWITH RECORDED MARCH 10, 2005 AT RECEPTION NO. 2670961.  
DOES NOT AFFECT PROPERTY.

ITEM 14: AN EASEMENT FOR ACCESS, INGRESS AND EGRESS AND FOR UTILITIES AND INCIDENTAL PURPOSES GRANTED TO JACK K. DORTCH AND ELAINE J. DORTCH, AS SET FORTH IN INSTRUMENT RECORDED OCTOBER 2, 1995 AT RECEPTION NO. 01551894.  
SHOWN AT NORTHWEST CORNER OF SITE.

ITEM 15: A DEED OF TRUST TO SECURE AN INDEBTEDNESS.  
TRUSTOR/GRANTOR: OEO 2, LLC, A COLORADO LIMITED LIABILITY COMPANY  
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY  
BENEFICIARY: ELAINE J. DORTCH, DEBRA L. DORTCH AND KENNETH R. DORTCH  
RECORDING DATE: NOVEMBER 5, 2019  
RECORDING NO: 03746861  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.

ITEM 16: ANY RIGHTS OF OTHERS AS THE DITCH THAT TRAVERSES THE SUBJECT PROPERTY.  
AFFECTS PROPERTY, AS SHOWN HEREON

## SURVEYOR'S CERTIFICATE:

TO: OEO 2, LLC  
COMMONWEALTH LAND INSURANCE TITLE COMPANY

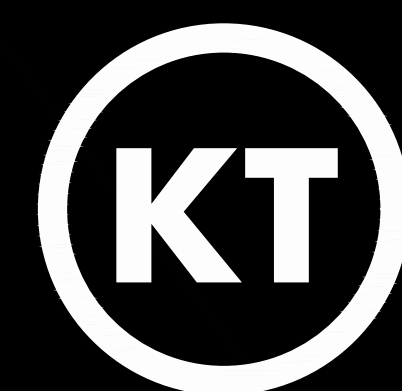
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 4 AND 8 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 8/21/2019.

DATE OF PLAT OR MAP: 3/12/2021



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

DATE: 03/12/2021  
PROJECT NO. 0043-1814



**KT ENGINEERING**  
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230  
ARVADA, CO 80002  
PH: 720.638.5190

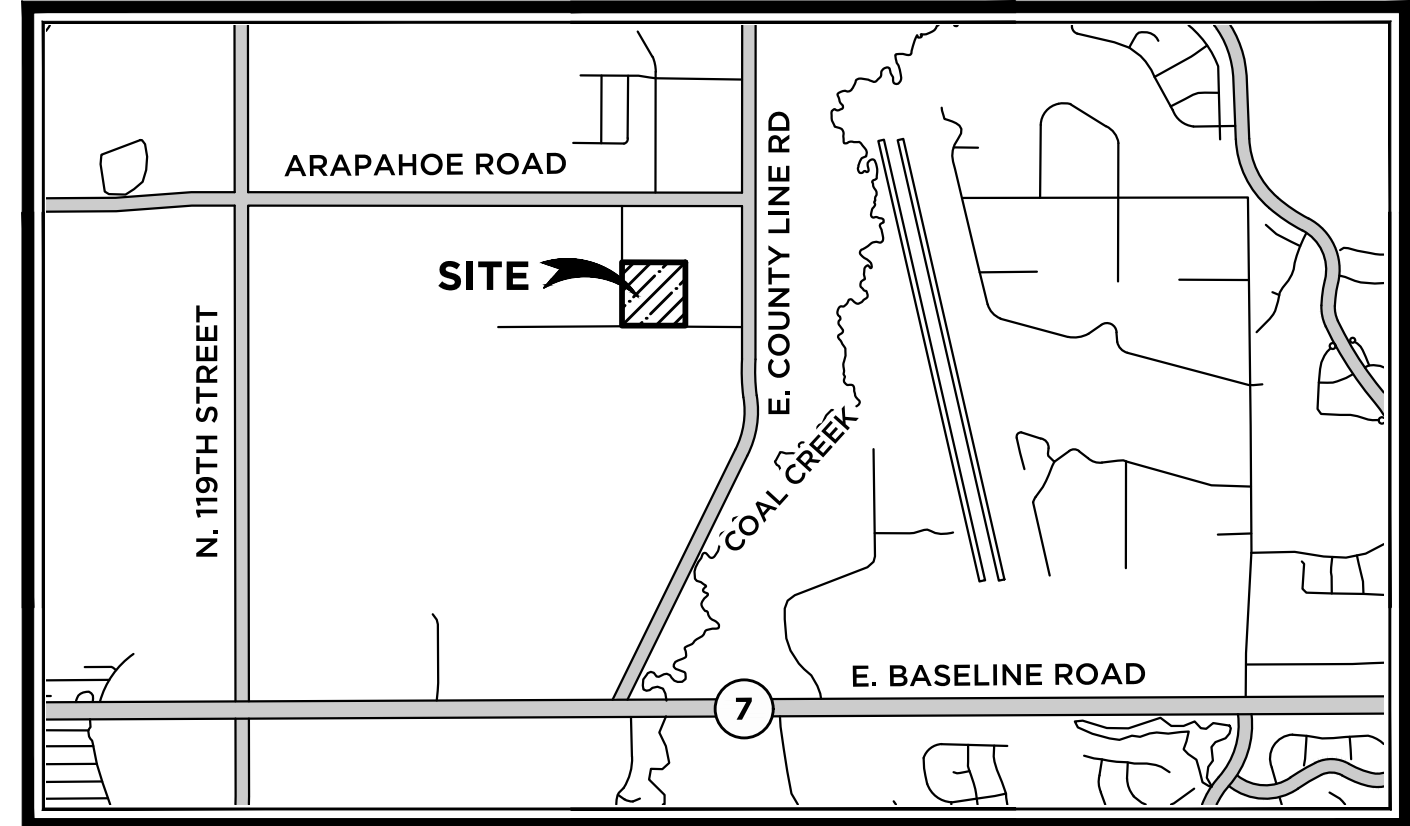
SHEET 1 OF 1



# ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE NE 1/4 OF SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1



VICINITY MAP

1" = 2000'

## NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
- KT ENGINEERING, LLC HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE INSURANCE COMMITMENT MAY DISCLOSE.
- THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. FEET, THE BEARINGS ARE IN DEGREES-MINUTES-SECONDS.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 SECTION 36 BEING S00°00'45"E (NAD83).
- COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO. H0595643-023-CN4-CN, AMENDMENT NO. 1 WAS RELIED UPON FOR THIS ALTA/NSPS SURVEY.
- DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A UNITED STATES (U.S.) FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- DATE OF FIELD SURVEY - JUNE 20, 2018.

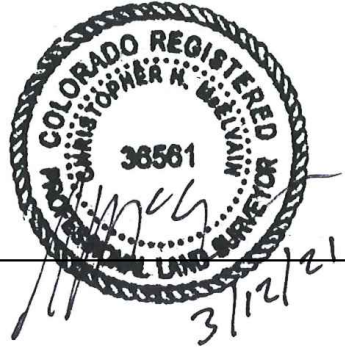
## SURVEYOR'S CERTIFICATE:

TO: OEO 2, LLC  
HERITAGE TITLE COMPANY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

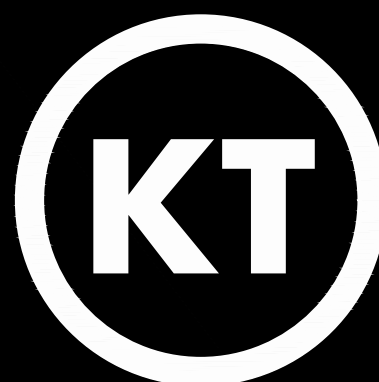
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 4 AND 8 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 6/20/18.

DATE OF PLAT OR MAP: 3/12/21

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



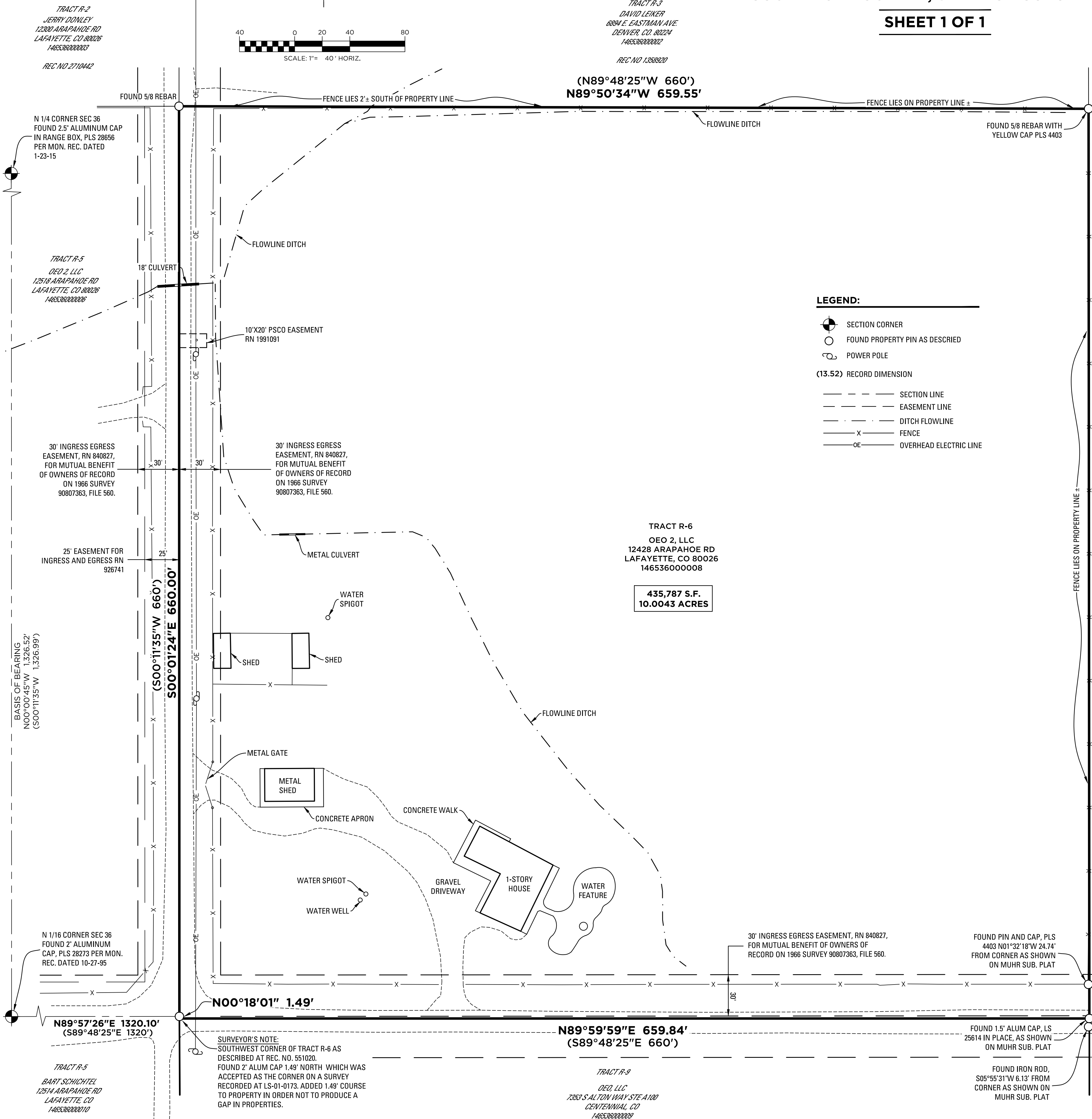
DATE: 03.12.2021  
PROJECT NO. 0043-1814



**KT ENGINEERING**  
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230  
ARVADA, CO 80002  
PH: 720.638.5190

SHEET 1 OF 1



### LEGEND:

- SECTION CORNER
- FOUND PROPERTY PIN AS DESCRIED
- POWER POLE
- (13.52) RECORD DIMENSION
- SECTION LINE
- EASEMENT LINE
- DITCH FLOWLINE
- FENCE
- OVERHEAD ELECTRIC LINE

### PROVIDED DESCRIPTION:

COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NUMBER NO.: H0595643-023-CN4-CN, AMENDMENT NO. 1

THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF BOULDER, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:  
A TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 36; THENCE SOUTH 0 DEGREES 11'35" EAST ALONG THE CENTERLINE OF SECTION 36, A DISTANCE OF 1326.99 FEET; THENCE SOUTH 89 DEGREES 48'25" EAST ALONG THE SOUTH LINE OF TRACTS SHOWN AS TRACT R-4 AND R-5 ON SURVEY RECORDED IN BOULDER COUNTY FEBRUARY 15, 1966 AS RECEPTION NO. 807363, 1320 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 48'25" EAST, 660 FEET; THENCE NORTH 0 DEGREES 11'35" EAST ALONG THE WEST LINE OF A TRACT SHOWN AS TRACT I-1 ON SURVEY RECORDED IN BOULDER COUNTY AS RECEPTION NO. 807363, A DISTANCE OF 660 FEET; THENCE NORTH 89 DEGREES 48'25" WEST ALONG THE SOUTH LINE OF A TRACT SHOWN AS TRACT R-5 ON SURVEY RECORDED IN BOULDER COUNTY AS RECEPTION NO. 807636, 660 FEET; THENCE SOUTH 0 DEGREE 11'35" WEST ALONG THE EAST LINE OF A TRACT SHOWN AS TRACT R-5 ON SURVEY RECORDED IN BOULDER COUNTY AS RECEPTION NO. 807363, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:  
AN EASEMENT FOR INGRESS AND EGRESS TO AND FROM BOULDER COUNTY ROAD NO. 54 (ARAPAHOE ROAD) AS GRANTED BY DEEDS RECORDED MARCH 8, 1967 IN FILM 597 AT RECEPTION NOS. 841098 AND 841099 OF THE RECORDS OF BOULDER COUNTY, COLORADO.

### NOTES REGARDING THE TITLE COMMITMENT:

NOTES REGARDING THE TITLE COMMITMENT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO. H0595643-23-CN4-CN, AMENDMENT NO. 1 EFFECTIVE DATE APRIL 02, 2020 AT 8:00 A.M.

ITEMS 1-7: EXCEPTIONS ARE STANDARD EXCEPTIONS

ITEM 8: OIL AND GAS LEASE RECORDED APRIL 18, 1975 AT RECEPTION NO. 135044 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 9: OIL AND GAS LEASE RECORDED MARCH 19, 1982 AT RECEPTION NO. 487556 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.  
NOTE: AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION IN CONNECTION THEREWITH RECORDED NOVEMBER 21, 1986 AT RECEPTION NO. 806856.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 10: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE DECLARATION OF UNITIZATION RECORDED OCTOBER 14, 1986 AT RECEPTION NO. 796727, AND AMENDED DECLARATION OF UNITIZATION RECORDED JULY 15, 1987 AT RECEPTION NO. 863845, AND AMENDED DECLARATION OF UNITIZATION RECORDED NOVEMBER 21, 1992 AT RECEPTION NO. 1231404.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 11: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ROAD MAINTENANCE WAIVER RECORDED JUNE 23, 1987 AT RECEPTION NO. 858696.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 12: AN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN AN INSTRUMENT RECORDED OCTOBER 15, 1999 AT RECEPTION NO. 1991091.  
*AFFECTS PROPERTY, AS SHOWN ON WESTERLY LINE*

ITEM 13: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE NOTICE OF OIL AND GAS INTEREST AND SURFACE USE RECORDED JANUARY 23, 2001 AT RECEPTION NO. 2112331.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 14: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED OCTOBER 23, 2007 AT RECEPTION NO. 2890878.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 15: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER) RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 2900941.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 16: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE WELLBORE FARMOUT AGREEMENT RECORDED OCTOBER 27, 2015 AT RECEPTION NO. 3481913.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 17: TERMS, CONDITIONS AND RESERVATION IN QUITCLAIM MINERAL DEED FROM NOBLE ENERGY, INC., A DELAWARE CORPORATION TO DONALD L. JUNG RECORDED JANUARY 2, 2020 AT RECEPTION NO. 03758208.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 18: EXISTING LEASES AND TENANCIES.

ITEM 19: THE FOLLOWING MATTERS AS DISCLOSED ON THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY CHRISTOPHER H. McELVAIN FOR AND ON BEHALF OF KT ENGINEERING DATED JULY 2, 2018:  
A) ANY LOSS OR DAMAGE ARISING FROM THE FACT THAT FENCE LINES ON OR NEAR THE PERIMETER OF THE LAND DO NOT COINCIDE WITH PROPERTY LINES.  
*REFERS TO A PREVIOUS VERSION OF THIS ALTA*

ITEM 20: TERMS, CONDITIONS, RESERVATIONS AND AGREEMENTS CONTAINED IN THE SPECIAL WARRANTY DEED BETWEEN DONALD L. JUNG AND OEO 2 LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MARCH 1, 2021 AT RECEPTION NO. 3862912  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 21: A DEED OF TRUST TO SECURE AN INDEBTEDNESS.  
TRUSTOR/GRANTOR: OEO 2 LLC, A COLORADO LIMITED LIABILITY COMPANY  
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY  
BENEFICIARY: DONALD L. JUNG  
RECORDING DATE: MARCH 1, 2021  
RECORDING NO.: 3862913



# ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE NE 1/4 OF SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

## PROVIDED DESCRIPTION:

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
TITLE REPORT NO.: H0637216-023-CN4-CN

THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF BOULDER, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:  
THE WEST 1/2 OF A TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 36. THENCE SOUTH 0 DEGREES 11'35" WEST, 1,326.99 FEET ALONG THE CENTERLINE OF SAID SECTION 36 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 11'35" WEST ALONG SAID CENTERLINE 1,326.25 FEET TO THE CENTER OF SECTION 36; THENCE SOUTH 89 DEGREES 56'20" EAST ALONG THE EAST-WEST CENTERLINE OF SECTION 36 A DISTANCE OF 330 FEET; THENCE NORTH 0 DEGREES 11'35" EAST, A DISTANCE OF 1,324.71 FEET; THENCE NORTH 89 DEGREES 48'25" WEST, A DISTANCE OF 330 FEET TO THE TRUE POINT BEGINNING.

PARCEL 2:  
TOGETHER WITH EASEMENT FOR PURPOSE OF INGRESS AND EGRESS AS DESCRIBED IN DEED RECORDED MARCH 6, 1967 AS RECEPTION NO. 840827 AND MARCH 8, 1967 AS RECEPTION NO. 841098 AND 841099, COUNTY OF BOULDER, STATE OF COLORADO.

## REVISED DESCRIPTION:

THE WEST HALF OF TRACT R-7 ON SURVEY RECORDED AT RECEPTION NO. 807363 AND LOCATED IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36 BEING N 89°00'36" E AND MONUMENTED AS FOLLOWS:

-EAST CENTER 1/16 OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,  
-CENTER 1/4 CORNER OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

BEGINNING AT THE NORTH 1/16 CORNER SECTION 36, BEING A FOUND 2" ALUMINUM CAP, PLS 28273,

THENCE ALONG THE BOUNDARY OF SAID WEST HALF OF TRACT R-7 ON SURVEY RECORDED AT RECEPTION NO. 807363 THE FOLLOWING FOUR (4) COURSES:

- 1) N 89°57'26" E A DISTANCE OF 330.02 FEET;
- 2) S 00°00'40" W A DISTANCE OF 1341.14 FEET;
- 3) S 89°00'36" W A DISTANCE OF 329.68 FEET;
- 4) N 00°00'21" W A DISTANCE OF 1346.59 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 443,241 SQUARE FEET, OR 10.1754 ACRES MORE OR LESS.

## NOTES REGARDING THE TITLE COMMITMENT:

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
TITLE REPORT NO.: H0637216-023-CN4-CN  
EFFECTIVE DATE: FEBRUARY 23, 2021 AT 8:00 A.M.

ITEMS 1-8: 1-8 EXCEPTIONS ARE STANDARD EXCEPTIONS.

ITEM 9: ALL MATTERS SHOWN ON THE PLAT OF SURVEY RECORDED FEBRUARY 15, 1966 AT RECEPTION NO. 807363. TERMINATION OF EASEMENT (PORTION) RECORDED APRIL 1, 2020 AT RECEPTION NO. 03775329, MAY 5, 2020 AT RECEPTION NO. 03782060.  
*AFFECTS PROPERTY, AS SHOWN HEREON.*

ITEM 10: TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE EASEMENT FOR THE PURPOSED OF INGRESS AND EGRESS AS DESCRIBED IN DEED RECORDED MARCH 6, 1967 AS RECEPTION NO. 840827 AND MARCH 8, 1967 AS RECEPTION NO. 841098 & 841099. TERMINATION OF EASEMENT (PORTION) RECORDED APRIL 1, 2020 AT RECEPTION NO. 03775329 AND MAY 5, 2020 AT RECEPTION NO. 03782060  
*AFFECTS PROPERTY, AS SHOWN HEREON ALONG WEST AND SOUTH LINES.*

ITEM 11: TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF AGREEMENT REGARDING ISSUANCE OF CERTIFICATE OF OCCUPANCY RECORDED JANUARY 23, 1980 AT RECEPTION NO. 380140.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEMS 12: TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF AGREEMENT REGARDING ACCESS RECORDED JANUARY 23, 1980 AT RECEPTION NO. 380139.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 13: OIL AND GAS LEASE TO TODD T. HITCHINGS RECORDED MARCH 19, 1982 AT RECEPTION NO. 487559 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION RECORDED NOVEMBER 21, 1986 AT RECEPTION NO. 806846.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

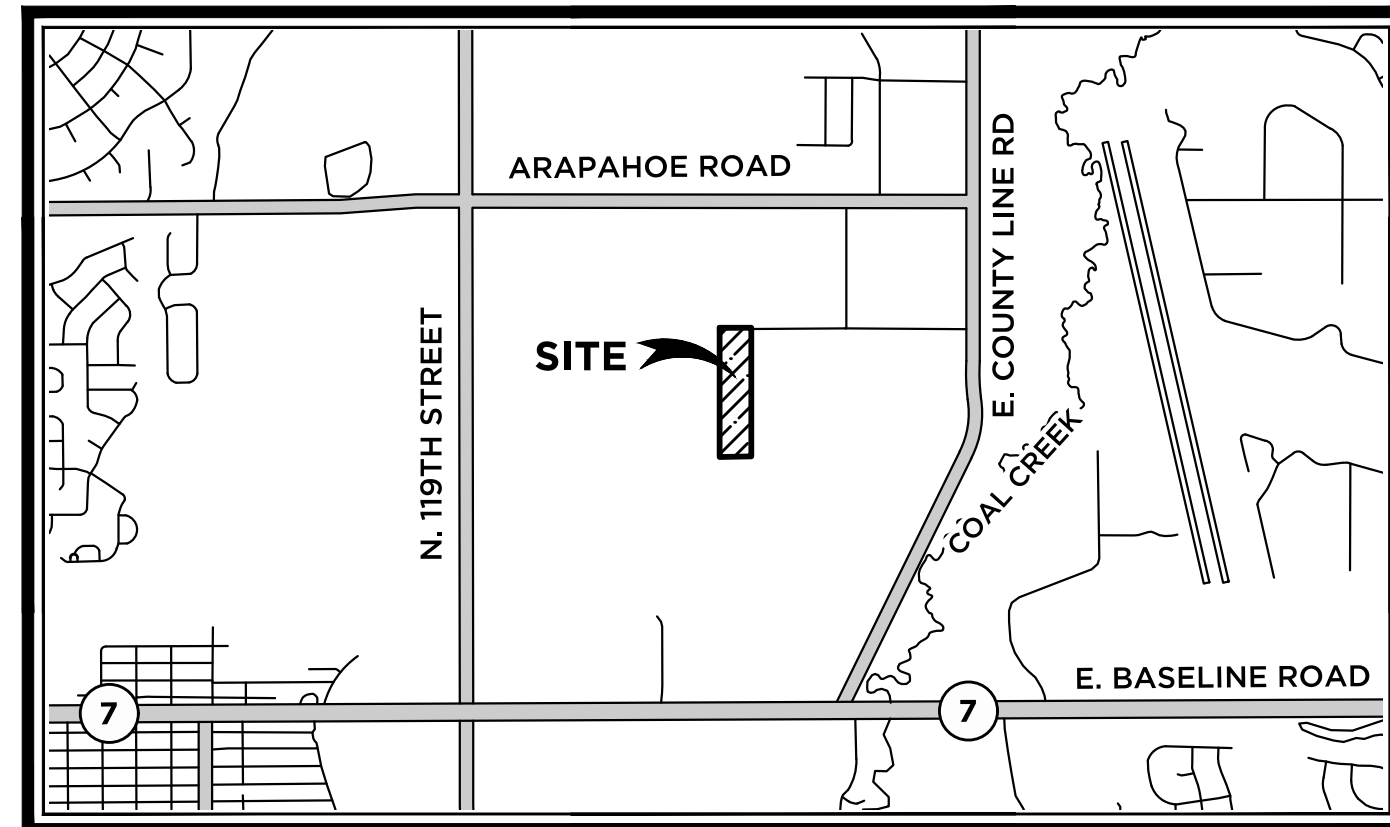
ITEM 14: TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF AGREEMENT REGARDING ACCESS RECORDED MARCH 20, 1984 AT RECEPTION NO. 609864.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 15: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED JANUARY 23, 2007 AT RECEPTION NO. 2890878.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 16: REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER) RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 2900941  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEM 17: THE FOLLOWING MATTERS AS DISCLOSED ON THE ALTA/NSPS LAND TITLE SURVEY DATED APRIL 20, 2020, PREPARED BY CHRISTOPHER H. MCELVAIN FOR AND ON BEHALF OF KT ENGINEERING WITH JOB NO. 0043-1814  
A) FENCE LINES DO NOT COINCIDE WITH THE PROPERTY LINES TO THE EAST, WEST AND SOUTH.  
B) DISCREPANCIES IN THE HISTORIC LEGAL DESCRIPTION VS REVISED DESCRIPTION SHOWN THEREON.  
*REFERS TO PREVIOUS VERSION OF THIS ALTA*

ITEM 18: A DEED OF TRUST TO SECURE AN INDEBTEDNESS,  
TRUSTOR/GRATOR: DIANA L. KANO, RICHARD KANO AND JANET KANO  
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY  
BENEFICIARY: LOANDEPOT.COM, LLC DBA MORTGAGE MASTER., AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR LENDER  
RECORDING DATE: MARCH 4, 2015  
RECORDING NO. 3431205



VICINITY MAP

1" = 2000'

## NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
3. KT ENGINEERING, LLC HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE INSURANCE COMMITMENT MAY DISCLOSE.
4. THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. FEET, THE BEARINGS ARE IN DEGREES-MINUTES-SECONDS.
5. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 SECTION 36 BEING S00°00'45"E (NAD83).
6. COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO.: H0637216-023-CN4-CN WAS RELIED UPON FOR THIS ALTA/NSPS SURVEY.
7. DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A UNITED STATES (U.S.) FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
8. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.
10. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
11. DATE OF FIELD SURVEY - JUNE 20, 2018.

## SURVEYOR'S CERTIFICATE:

TO: OEO 2, LLC, A COLORADO LIMITED LIABILITY COMPANY  
HERITAGE TITLE COMPANY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

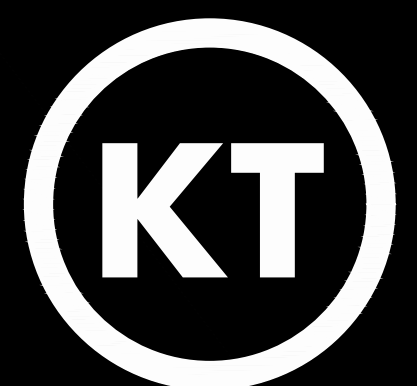
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 4 AND 8 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 6/20/18.

DATE OF PLAT OR MAP: 3/12/2021



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

DATE: 03.12.2021  
PROJECT NO. 0043-1814



KT ENGINEERING  
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230  
ARVADA, CO 80002  
PH: 720.638.5190

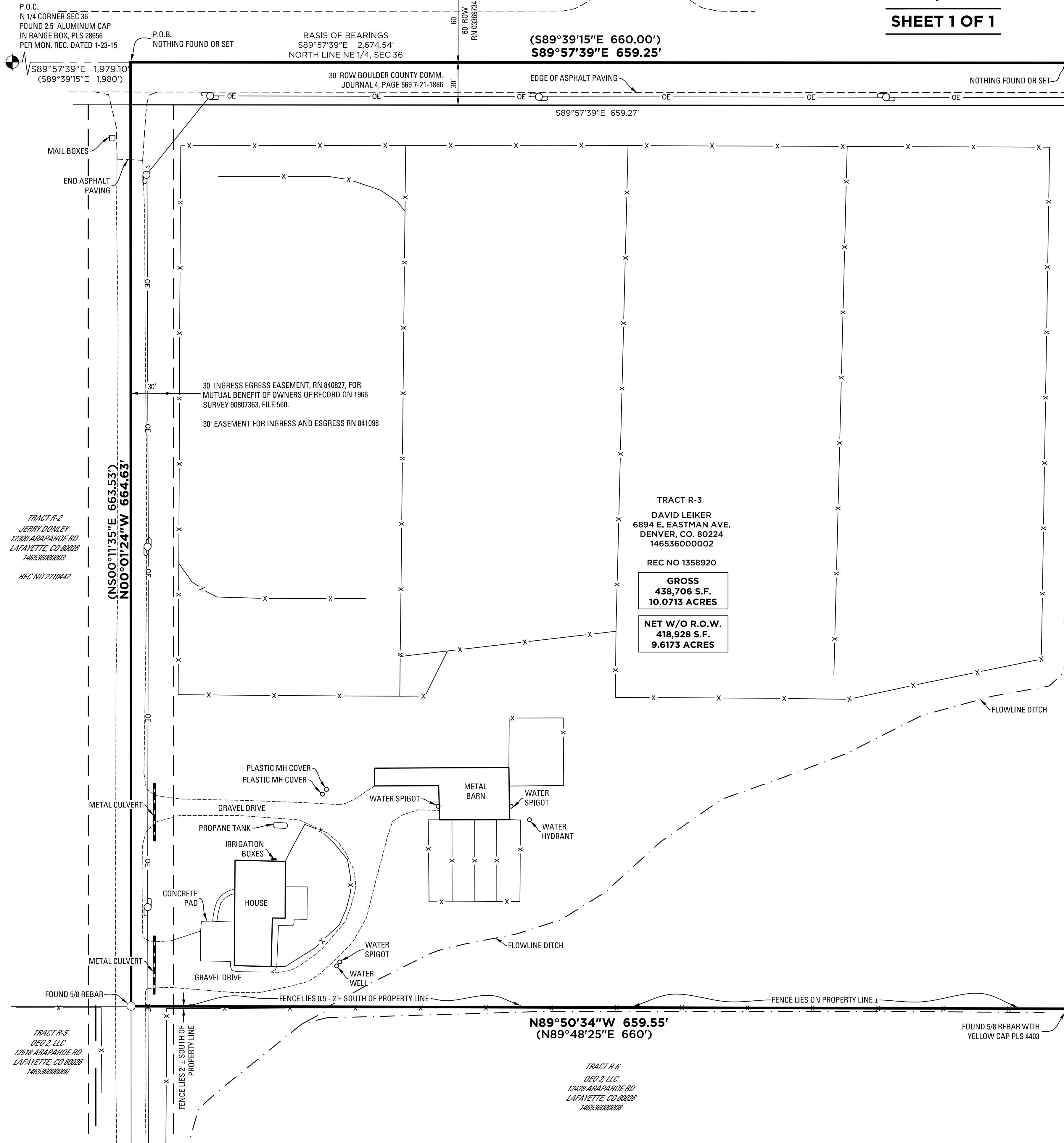
SHEET 1 OF 1



# ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE NE 1/4 OF SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1



## LEGEND:

- SECTION CORNER
- FOUND PROPERTY PIN AS DESCRIBED
- POWER POLE
- (13.52) RECORD DIMENSION
- SECTION LINE
- EASEMENT LINE
- DITCH FLOWLINE
- PVC FENCE
- OVERHEAD ELECTRIC LINE

NE CORNER SECTION 36  
FOUND 3.25" ALUMINUM CAP IN  
RANGE BOX, PLS 14070 ILLEGIBLE,  
PER MON. REC. DATED 9-11-06

FOUND 3.5" ALUMINUM CAP IN  
RANGE BOX, LS 29414, S 73°20'40" W  
22.25, NOT ACCEPTED

## PROVIDED DESCRIPTION:

TITLE REPORT NO: H0595649-023-CN4-CN

THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF BOULDER,  
STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 W OF THE  
6TH P.M., DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH QUARTER CORNER; THENCE SOUTH 89 DEGREES 39'15"  
EAST, ALONG THE NORTH LINE OF SAID SECTION 36, A DISTANCE OF 1980 FEET TO THE  
TRUE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 11'35" WEST, 661.80 FEET;  
THENCE NORTH 89 DEGREES 48'25" WEST, 660.00 FEET; THENCE NORTH 0 DEGREES  
11'35" EAST ALONG THE EAST LINE OF A TRACT SHOWN AS TRACT R-2 ON SURVEY  
RECORDED IN BOULDER COUNTY ON FEBRUARY 15, 1966, RECEPTION NO. 807363, A  
DISTANCE OF 663.53 FEET TO A POINT ON THE NORTH LINE OF SECTION 36; THENCE  
SOUTH 89 DEGREES 39'15" EAST ALONG SAID NORTH LINE, A DISTANCE OF 660.00 FEET  
TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PORTION THEREOF LYING WITH THE  
COUNTY ROAD,  
COUNTY OF BOULDER,  
STATE OF COLORADO.

TRACT 1-1  
ROSEMARY ZAHN ET AL  
JOHN ZAHN TRUST ET AL  
208 GRANDVIEW CIRCLE  
ARVAD, CO  
146536000041

## NOTES REGARDING THE TITLE COMMITMENT:

NOTES REGARDING THE TITLE COMMITMENT PREPARED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO.  
H0595649-023-CN4-CN  
EFFECTIVE DATE FEBRUARY 23, 2021 AT 8:00 A.M.

ITEMS 1-7: 1-7 EXCEPTIONS ARE STANDARD EXCEPTIONS

ITEM 8: OIL AND GAS LEASE RECORDED MARCH 19, 1982 AT RECEPTION NO. 487560  
AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.

ITEM 9: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET  
FORTH IN THE DECLARATION OF UNITIZATION RECORDED OCTOBER 14, 1986  
AT RECEPTION NO. 796727, AND AMENDED DECLARATION OF UNITIZATION  
RECORDED JULY 15, 1987 AT RECEPTION NO. 863845, AND AMENDED  
DECLARATION OF UNITIZATION RECORDED OCTOBER 31, 1992 AT RECEPTION  
NO. 1231404.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEM 10: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET  
FORTH IN THE NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE  
RECORDED JANUARY 23, 2001 AT RECEPTION NO. 2112331.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEM 11: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET  
FORTH IN THE REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT  
RECORDED OCTOBER 23, 2007 AT RECEPTION NO. 2890878.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

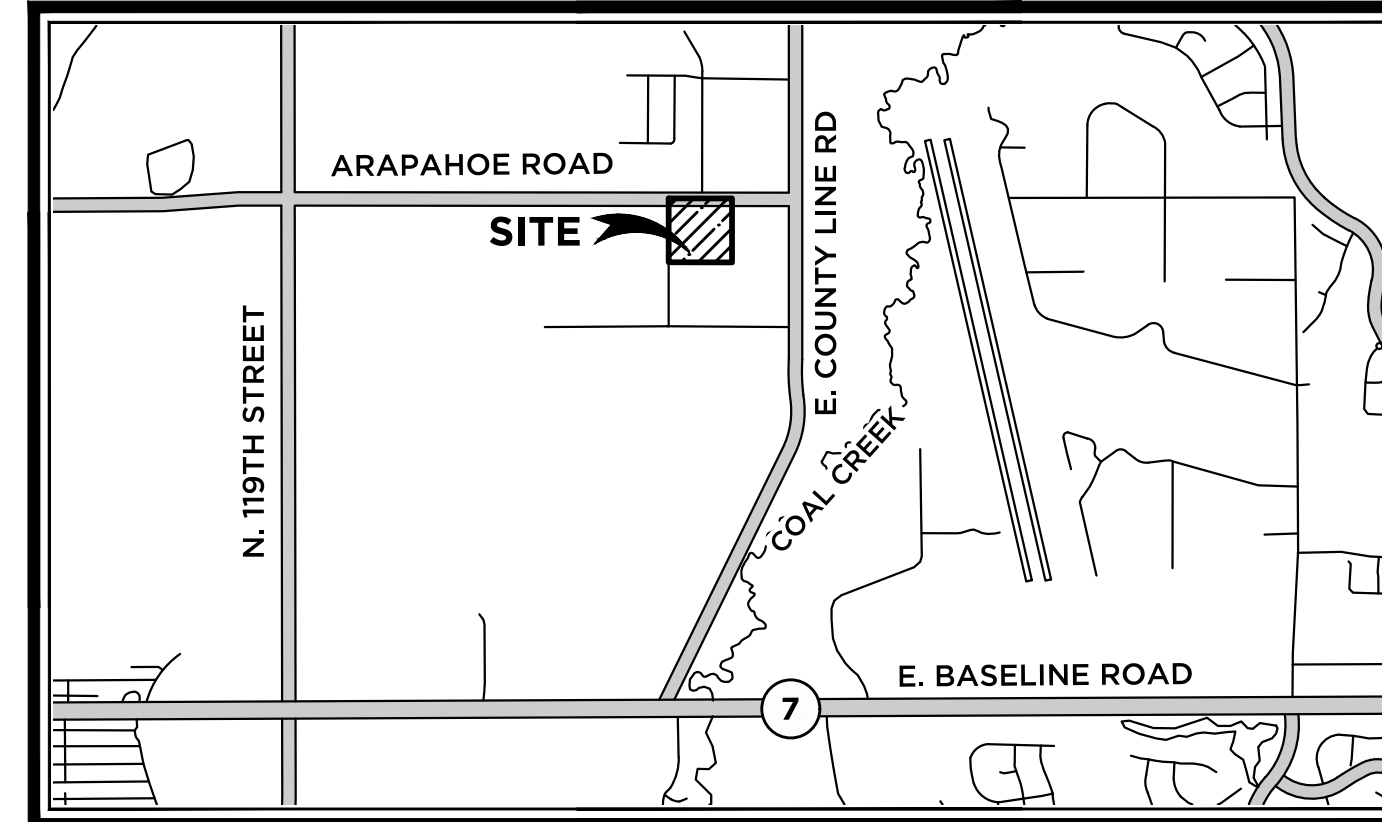
ITEM 12: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET  
FORTH IN THE REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER)  
RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 2900941.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEM 13: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET  
FORTH IN THE WELLBORE FARMOUT AGREEMENT RECORDED OCTOBER 27,  
2015 AT RECEPTION NO. 3481913.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEM 14: EASEMENT AND RIGHT OF WAY AS SET FORTH IN DEED RECORDED MARCH  
9, 1967 IN FILM 597 AT RECEPTION NO. 841098.  
AFFECTS PROPERTY, AS SHOWN HEREON

ITEM 15: EXISTING LEASES AND TENANCIES.

ITEM 16: THE FOLLOWING MATTERS AS SHOWN ON THE ALTA/NSPS LAND TITLE  
SURVEY PREPARED BY CHRISTOPHER H. MCELVAIN, PLS #36561 FOR AND ON  
BEHALF OF KT ENGINEERING, DATED JULY 2, 2018.  
A) FENCE LINE DO NOT COINCIDE WITH PROPERTY LINES ON THE  
SUBJECT LAND  
REFERS TO A PREVIOUS VERSION OF THIS ALTA



VICINITY MAP  
1" = 2000'

## NOTES:

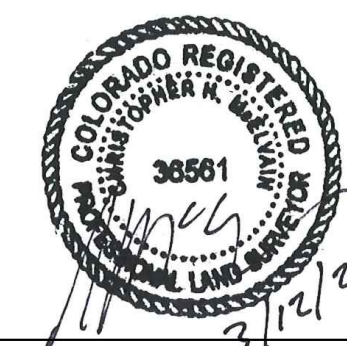
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION  
BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU  
FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON  
ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE  
SURVEYOR'S CERTIFICATE SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT ENGINEERING, LLC  
TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION  
HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF  
ADJACENT TRACTS, OR EASEMENTS OF RECORD.
- KT ENGINEERING, LLC HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH  
FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE  
COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN  
ACCURATE AND CURRENT TITLE INSURANCE COMMITMENT MAY DISCLOSE.
- THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. FEET, THE BEARINGS ARE IN  
DEGREES-MINUTES-SECONDS.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4  
OF THE NE 1/4 SECTION 36 BEING S00°00'45"E (NAD83).
- COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO.  
H0595649-023-CN4-CN WAS RELIED UPON FOR THIS ALTA/NSPS SURVEY.
- DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND  
DECIMALS THEREOF. A UNITED STATES (U.S.) FOOT IS DEFINED AS EXACTLY  
1200/3937 METERS.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES NAMED  
IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY  
UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RECERTIFICATION BY THE  
SURVEYOR NAMING SUCH PERSON OR ENTITY.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF  
SURVEYOR.
- DATE OF FIELD SURVEY - JUNE 20, 2018.

## SURVEYOR'S CERTIFICATE:

TO: DEO 2, LLC  
DAVID M. LEIKER  
HERITAGE TITLE COMPANY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

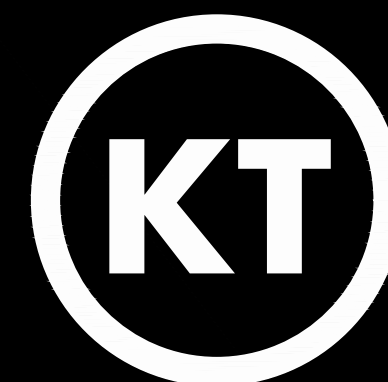
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS  
BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL  
REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED  
AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 4 AND 8 OF TABLE "A"  
THEREOF. THE FIELD WORK WAS COMPLETED ON 6/20/18.

DATE OF PLAT OR MAP: 3/12/2021



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

DATE: 03/12/2021  
PROJECT NO. 0043-1814



KT ENGINEERING  
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230  
ARVADA, CO 80002  
PH: 720.638.5190

SHEET 1 OF 1



# ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE NE 1/4 OF SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

## PROVIDED DESCRIPTION:

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
TITLE REPORT NO.: H0595644-023-CN4-CN

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 NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 1  
NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 36;  
THENCE SOUTH 00°11'35" WEST ALONG THE CENTERLINE OF SAID  
SECTION A DISTANCE OF 1,326.99 FEET; THENCE SOUTH 89°48'25"  
EAST, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89°48'25" EAST, A DISTANCE OF 660 FEET; THENCE  
NORTH 00°11'35" EAST, A DISTANCE OF 660 FEET; THENCE NORTH  
89°48'25" WEST, A DISTANCE OF 660 FEET; THENCE SOUTH 00°11'35"  
WEST, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING,  
COUNTY OF BOULDER, STATE OF COLORADO.

## VICINITY MAP

1" = 2000'

## NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL  
ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE  
YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY  
ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN  
TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN  
HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT  
ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT OR TO  
VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS  
DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF  
RECORD.
- KT ENGINEERING, LLC HAS MADE NO INVESTIGATION OR INDEPENDENT  
SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES,  
RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER  
FACTS THAT AN ACCURATE AND CURRENT TITLE INSURANCE  
COMMITMENT MAY DISCLOSE.
- THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. FEET, THE BEARINGS  
ARE IN DEGREES-MINUTES-SECONDS.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE  
NW 1/4 OF THE NE 1/4 SECTION 36 BEING S00°00'45"E (NAD83).
- COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO.:  
H0595644-023-CN4-CN WAS RELIED UPON FOR THIS ALTA/NSPS  
SURVEY.
- DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND  
DECIMALS THEREOF. A UNITED STATES (U.S.) FOOT IS DEFINED AS  
EXACTLY 1200/3937 METERS.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES  
NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT  
EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS  
RECERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND  
SIGNATURE OF SURVEYOR.
- A SEARCH WAS MADE FOR THE OIL & GAS WELLS LOCATED ON AND  
ADJACENT TO THE SUBJECT PROPERTY AS DEPICTED IN GIS MAPPING  
SHOWN ON THE COLORADO OIL & GAS COMMISSION (COGCC) WEB SITE.  
ALL WELLS APPEARING ON COGCC GIS MAPPING WERE LOCATED AND  
THEIR POSITIONS SHOWN ON THIS SHEET. THERE MAY BE BUILDING  
RESTRICTIONS ASSOCIATED WITH THE GAS AND OIL WELL FACILITIES.  
SPECIFIC RESTRICTIONS SHOULD BE VERIFIED WITH THE COGCC, LOCAL  
FIRE PROTECTION DISTRICTS, AND LOCAL JURISDICTIONS.

## SURVEYOR'S CERTIFICATE:

TO: OEO TWO, LLC  
HERITAGE TITLE COMPANY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH  
IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM  
STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS,  
JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES  
ITEMS 4, 7A AND 8 OF TABLE "A" THEREOF. THE FIELD WORK WAS  
COMPLETED ON 6/20/18.

DATE OF PLAT OR MAP: 3/12/2021

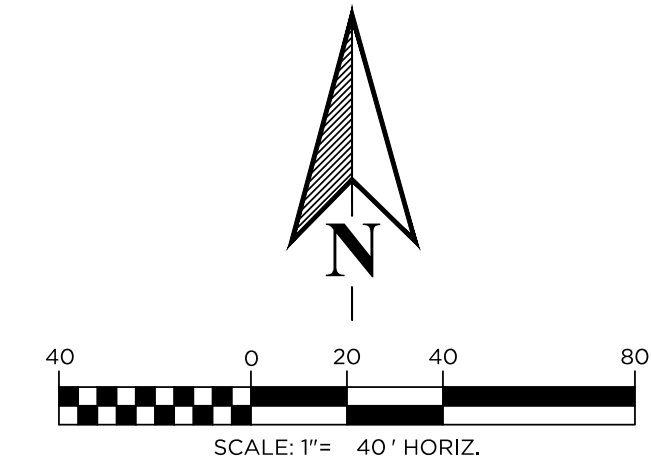
CHRISTOPHER H. McELVAIN  
REGISTERED COLORADO LAND SURVEYOR NO. 36561  
FOR AND ON BEHALF OF KT ENGINEERING, LLC.



**KT ENGINEERING**  
ENGINEERS • SURVEYORS

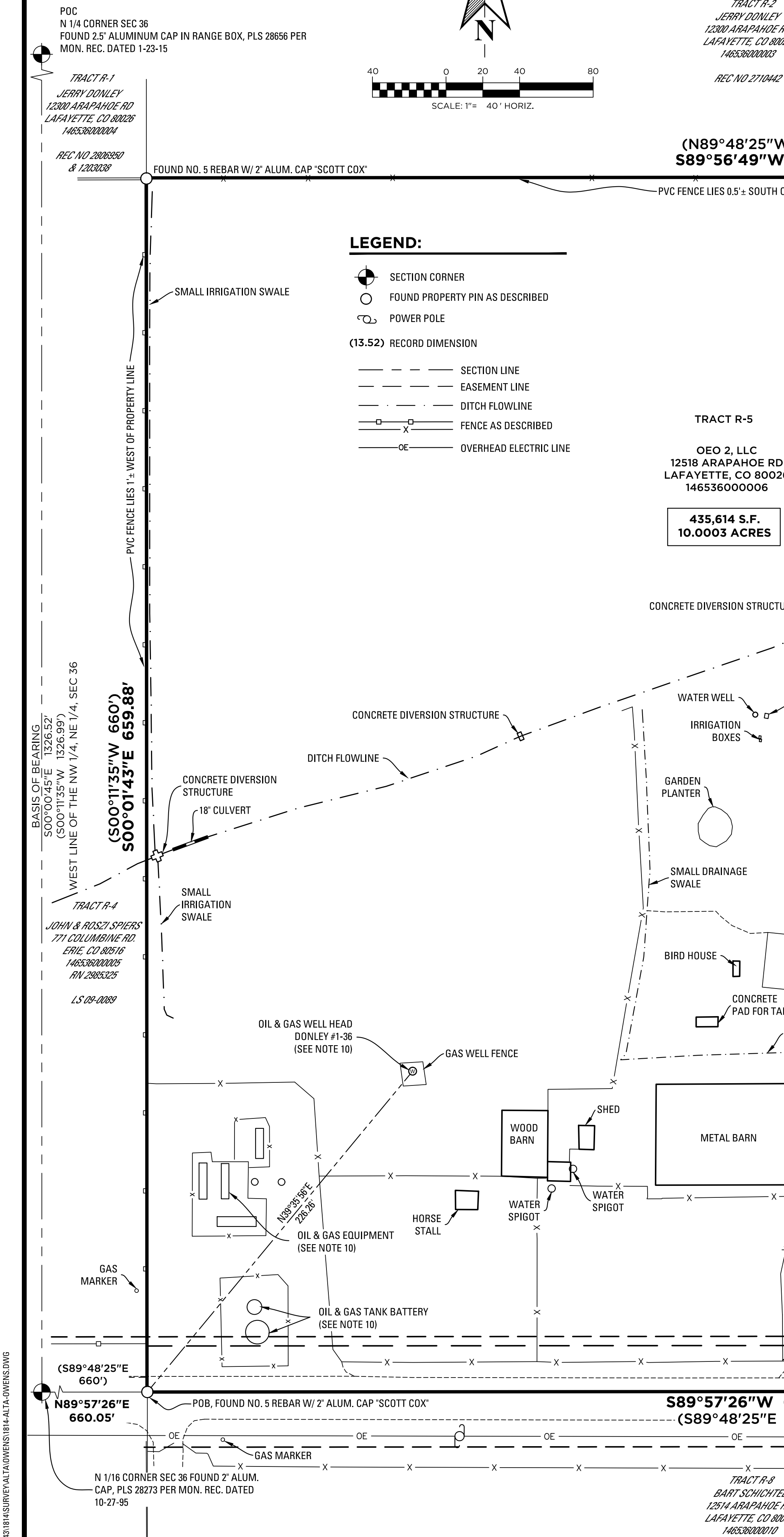
12500 W. 58th AVE. #230  
ARVADA, CO 80002  
PH: 720.638.5190

DATE REV1: 03/12/2021  
PROJECT NO. 0043-1814-OWENS



## LEGEND:

- SECTION CORNER
- FOUND PROPERTY PIN AS DESCRIBED
- POWER POLE
- (13.52) RECORD DIMENSION
- SECTION LINE
- EASEMENT LINE
- DITCH FLOWLINE
- FENCE AS DESCRIBED
- OVERHEAD ELECTRIC LINE



## NOTES REGARDING THE TITLE COMMITMENT:

NOTES REGARDING THE TITLE COMMITMENT PREPARED BY COMMONWEALTH TITLE INSURANCE  
COMPANY TITLE REPORT NO.: H0595644-023-CN4-CN EFFECTIVE DATE: FEBRUARY 23, 2021 AT 8:00 A.M.

ITEMS 1-7: EXCEPTIONS 1-7 ARE STANDARD EXCEPTIONS

ITEM 8: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE  
PLAT OF SURVEY RECORDED OCTOBER 25, 1958 AT RECEPTION NO. 830620.  
AFFECTS PROPERTY, AS SHOWN HEREON ALONG SOUTH AND EAST BOUNDARIES.  
TERMINATION OF EASEMENT IN CONNECTION THEREWITH RECORDED SEPTEMBER 1, 2020 AT RECEPTION  
NO. 3811850.

NOTE: TERMINATION OF EASEMENT IN CONNECTION THEREWITH RECORDED MARCH 9, 2018 AT  
RECEPTION NO. 03644433.  
AFFECTS ONLY THE RIGHTS OF THE OWNERS OF TRACT R-4 OF SURVEY 807363, FILE 560.

ITEMS 9: MINERAL RIGHTS AS CONVEYED BY WARRANTY DEED RECORDED SEPTEMBER 7, 1966 AT RECEPTION NO.  
826252 AND QUIT CLAIM DEED RECORDED SEPTEMBER 7, 1966 AT RECEPTION NO. 826253, AND ANY AND  
ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEMS 10: AN EASEMENT FOR INGRESS AND EGRESS ALONG ROADWAY AND INCIDENTAL PURPOSES GRANTED TO  
ALL OWNERS OF RECORD, AS SET FORTH IN AN INSTRUMENT RECORDED MARCH 6, 1967 AT RECEPTION  
NO. 840827, TERMINATION OF EASEMENT (PORTION) RECORDED SEPTEMBER 1, 2020 AT RECEPTION NO.:  
381185.  
NOTE: TERMINATION OF EASEMENT IN CONNECTION THEREWITH RECORDED MARCH 9, 2018 AT  
RECEPTION NO. 03644433.  
AFFECTS PROPERTY, AS SHOWN HEREON (SEE ITEM 8)

ITEMS 11: AN EASEMENT FOR INGRESS AND EGRESS ALONG ROADWAY AND INCIDENTAL PURPOSES GRANTED TO  
ALL OWNERS OF RECORD, AS SET FORTH IN AN INSTRUMENT RECORDED MARCH 8, 1967 AT RECEPTION  
NO. 841098, TERMINATION OF EASEMENT (PORTION) RECORDED SEPTEMBER 1, 2020 AT RECEPTION NO.:  
3811850.  
NOTE: TERMINATION OF EASEMENT IN CONNECTION THEREWITH RECORDED MARCH 9, 2018 AT  
RECEPTION NO. 03644433.  
AFFECTS PROPERTY, AS SHOWN HEREON (SEE ITEM 8)

ITEMS 12: AN EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES GRANTED TO USE OF OWNERS  
OF TRACTS, AS SET FORTH IN AN INSTRUMENT RECORDED OCTOBER 9, 1969 AT RECEPTION NO. 926741.  
AFFECTS PROPERTY, AS SHOWN HEREON ALONG SOUTH AND EAST BOUNDARIES

ITEMS 13: OIL AND GAS LEASE RECORDED MARCH 19, 1982 AT RECEPTION NO. 487554, AND ANY AND ALL  
ASSIGNMENTS THEREOF OR INTERESTS THEREIN.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW  
NOTE: AFFIDAVIT OF LEASE EXTENSION OR PRODUCTION IN CONNECTION THEREWITH RECORDED  
NOVEMBER 21, 1986 AT RECEPTION NO. 00806857.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEMS 14: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS 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.: 00768891.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEMS 15: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE  
RIGHT-OF-WAY GRANT RECORDED APRIL 3, 1987 AT RECEPTION NO. 00838683.  
AFFECTS PROPERTY, HOWEVER LOCATION NOT DESCRIBED

ITEMS 16: RESERVATION OF OIL, GAS AND OTHER MINERAL AS RESERVED IN WARRANTY DEED RECORDED  
NOVEMBER 7, 1990 AT RECEPTION NO. 01073012, AND ANY AND ALL ASSIGNMENTS THEREOF OR  
INTERESTS THEREIN.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEMS 17: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ROAD  
MAINTENANCE WAIVER RECORDED JANUARY 11, 2000 AT RECEPTION NO. 2013507.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEMS 18: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE REQUEST FOR  
NOTIFICATION OF SURFACE DEVELOPMENT RECORDED OCTOBER 23, 2007 AT RECEPTION NO. 2890878.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEMS 19: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE REQUEST FOR  
NOTIFICATION (MINERAL ESTATE OWNER) RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 2900941.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEMS 20: INTENTIONALLY OMITTED

ITEMS 21: INTENTIONALLY OMITTED

ITEMS 22: TERMS CONDITIONS, PROVISIONS, OBLIGATION AND AGREEMENTS AS SET FORTH IN THE WELLBORE  
FARM MOUNT AGREEMENT RECORDED OCTOBER 27, 2015 AT RECEPTION NO.: 03481913.  
AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW

ITEMS 23: EXISTING LEASES AND TENANCIES.

ITEMS 24: THE FOLLOWING MATTERS AS DISCLOSED ON ALTA/NSPS LAND TITLE SURVEY PREPARED BY  
CHRISTOPHER H. McELVAIN FOR AND ON BEHALF OF KT ENGINEERING, DATED JULY 2, 2018:

A) ANY LOSS OR DAMAGE ARISING FROM THE FACT THAT THE FENCE LINES ON OR NEAR THE  
PERIMETER OF THE LAND DO NOT COINCIDE WITH PROPERTY LINES.  
B) ANY RESTRICTIONS AS TO OIL AND GAS FACILITIES IN THE SOUTHWEST PORTION OF THE  
SUBJECT PROPERTY AND ALSO DESCRIBED IN NOTE 10 ON SAID SURVEY.  
REFERS TO A PREVIOUS VERSION OF THIS ALTA

ITEMS 25: A DEED OF TRUST TO SECURE AN INDEBTEDNESS.  
TRUSTOR/GRANTOR: OEO 2 LLC, A COLORADO LIMITED LIABILITY COMPANY  
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY  
BENEFICIARY: HELEN PEW BOTH OWENS AND MELVIN PAUL OWENS, JR  
RECORDING DATE: NOVEMBER 23, 2020  
RECORDING NO.: 3835505



# ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE NE 1/4 OF SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

## PROVIDED DESCRIPTION:

COMMONWEALTH LAND TITLE INSURANCE COMPANY  
TITLE REPORT NO.: H0595639-023-CN4-CN

THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF BOULDER, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:

THE EAST HALF OF A TRACT OF LAND SHOWN AS TRACT R-7 ON SURVEY RECORDED AT RECEPTION NO. 807363 BEING THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 00°11'35" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 36, A DISTANCE OF 1,326.99 FEET; THENCE CONTINUING SOUTH 00°11'35" WEST ALONG SAID CENTERLINE, A DISTANCE OF 1,326.25 FEET TO THE CENTER OF SAID SECTION 36; THENCE SOUTH 89°56'20" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 36, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°11'35" EAST ALONG THE WEST LINE OF A TRACT OF LAND SHOWN AS TRACT R-8 ON SURVEY RECORDED AT RECEPTION NO. 807363, A DISTANCE OF 1,324.71 FEET; THENCE NORTH 89°48'25" WEST ALONG THE SOUTH LINE OF A TRACT OF LAND SHOWN AS TRACT R-4 ON SURVEY RECORDED AT RECEPTION NO. 807363, A DISTANCE OF 330 FEET; THENCE SOUTH 00°11'35" WEST TO THE EAST-WEST CENTERLINE OF SAID SECTION 36; THENCE SOUTH 89°56'20" EAST ALONG SAID EAST-WEST CENTERLINE, A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF BOULDER, STATE OF COLORADO.

## REVISED DESCRIPTION:

THE EAST HALF OF TRACT R-7 ON SURVEY RECORDED AT RECEPTION NO. 807363 AND LOCATED IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36 BEING N 89°00'36" E AND MONUMENTED AS FOLLOWS:

-EAST CENTER 1/16 OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,  
-CENTER 1/4 CORNER OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

COMMENCING AT THE CENTER 1/4 OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

THENCE N 89°00'36" E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 36 A DISTANCE OF 344.04 FEET TO SOUTHWEST CORNER OF THE EAST HALF OF TRACT R-7 ON SURVEY RECORDED AT RECEPTION NO. 807363 AND THE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID EAST HALF OF TRACT R-7 ON SURVEY RECORDED AT RECEPTION NO. 807363 THE FOLLOWING FOUR (4) COURSES:

- 1) N 00°00'40" E A DISTANCE OF 1341.14 FEET;
- 2) N 89°57'26" E A DISTANCE OF 330.02 FEET;
- 3) S 00°11'27" W A DISTANCE OF 1335.69 FEET;
- 4) S 89°00'36" W A DISTANCE OF 329.77 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 441,502 SQUARE FEET, OR 10.1355 ACRES MORE OR LESS.

## NOTES REGARDING THE TITLE COMMITMENT:

NOTES REGARDING THE TITLE COMMITMENT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO.: H0595639-023-CN4-CN EFFECTIVE DATE FEBRUARY 23, 2021 AT 8:00 A.M.

ITEMS 1-7: 1-7 EXCEPTIONS ARE STANDARD EXCEPTIONS

ITEMS 8: EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF SURVEY, RECORDED FEBRUARY 15, 1966 AT RECEPTION NO. 807363.  
*AFFECTS PROPERTY, AS SHOWN HEREON*

ITEMS 9: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE DEED RECORDED MARCH 6, 1967 AT RECEPTION NO. 840827, TERMINATION OF EASEMENT (PORTION) RECORDED AUGUST 14, 2020 AT RECEPTION NO. 3806588.  
*AFFECTS PROPERTY, AS SHOWN HEREON*

ITEMS 10: OIL AND GAS LEASE RECORDED MARCH 19, 1982 AT RECEPTION NO. 497561, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

NOTE: NOTICE OF OIL AND GAS INTERESTS AND SURFACE USE IN CONNECTION THEREWITH RECORDED JANUARY 23, 2001 AT RECEPTION NO. 2112331.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

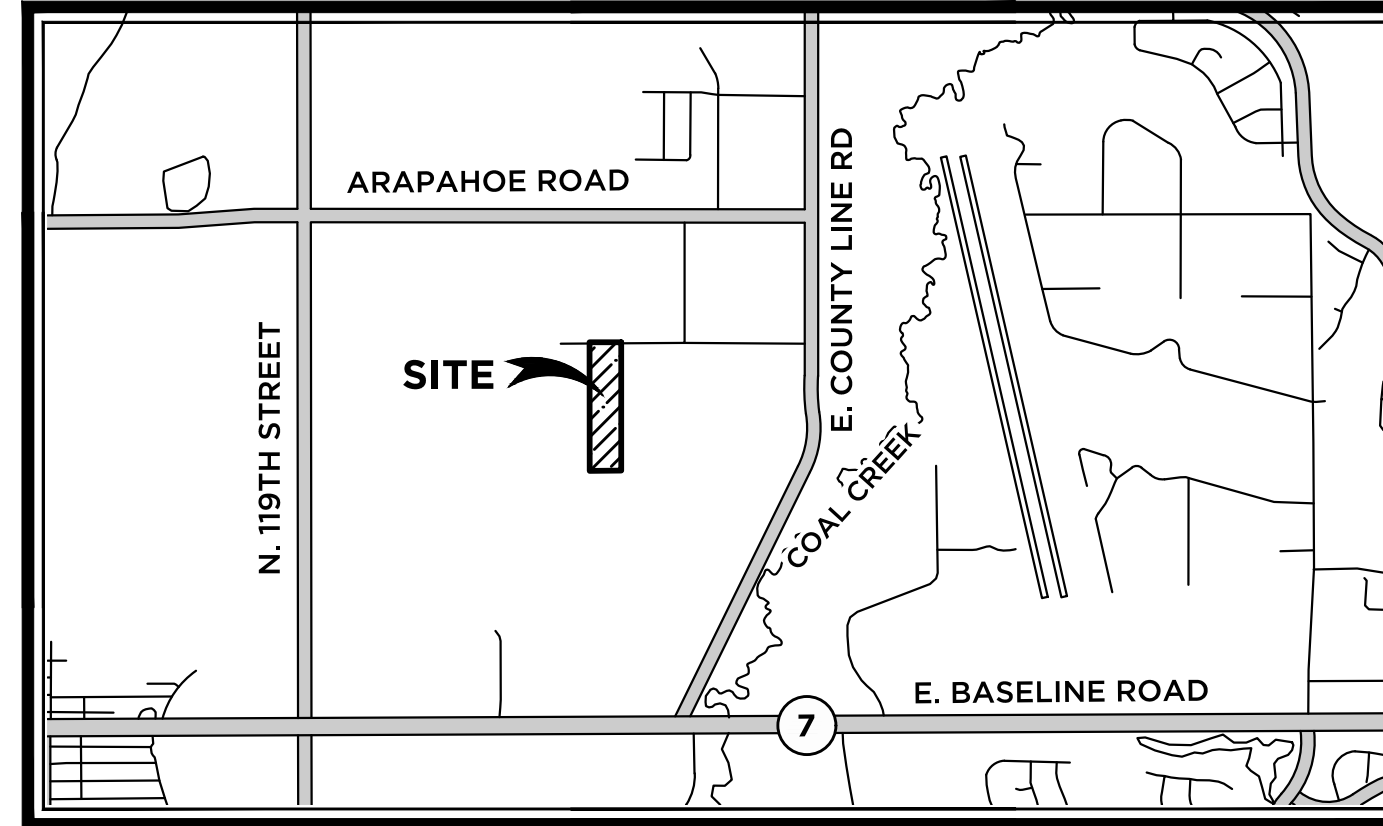
NOTE: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT IN CONNECTION THEREWITH RECORDED OCTOBER 23, 2007 AT RECEPTION NO. 2890878 AND DECEMBER 21, 2007 AT RECEPTION NO. 2900941.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

NOTE: OPERATING AGREEMENT AND FINANCING STATEMENT IN CONNECTION THEREWITH RECORDED JUNE 16, 2010 AT RECEPTION NO. 3080637.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEMS 11: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE MEMORANDUM OF OIL AND GAS PURCHASE AGREEMENT RECORDED OCTOBER 13, 1995 AT RECEPTION NO. 1555140.  
*AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW*

ITEMS 12: A DEED OF TRUST TO SECURE AN INDEBTEDNESS,

TRUSTOR/GRANTOR: DANA R. POWELL AND LAUREL E. POWELL  
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY  
BENEFICIARY: OAKTREE FUNDING CORP.  
RECORDING DATE: FEBRUARY 26, 2019  
RECORDING NO: 03699445



VICINITY MAP

1" = 2000'

## NOTES:

1. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
2. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
3. KT ENGINEERING, LLC HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE INSURANCE COMMITMENT MAY DISCLOSE.
4. THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. FEET, THE BEARINGS ARE IN DEGREES-MINUTES-SECONDS.
5. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 SECTION 36 BEING S00°00'45"E (NAD83).
6. COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO. H0595639-023-CN4-CN WAS RELIED UPON FOR THIS ALTA/NSPS SURVEY.
7. DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A UNITED STATES (U.S.) FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
8. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.
9. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
10. A SEARCH WAS MADE FOR THE OIL & GAS WELLS LOCATED ON AND ADJACENT TO THE SUBJECT PROPERTY AS PICTURED IN THE GIS MAPPING SHOWN ON THE COLORADO OIL & GAS COMMISSION (COGCC) WEB SITE. ALL WELLS APPEARING ON COGCC GIS MAPPING WERE LOCATED AND THEIR POSITIONS SHOWN ON THIS SHEET. THERE MAY BE BUILDING RESTRICTIONS ASSOCIATED WITH THE GAS AND OIL WELL FACILITIES. SPECIFIC RESTRICTIONS SHOULD BE VERIFIED WITH THE COGCC, LOCAL FIRE PROTECTION DISTRICTS, AND LOCAL JURISDICTIONS.
11. DATE OF FIELD SURVEY - JUNE 20, 2018.

## SURVEYOR'S CERTIFICATE:

TO: OEO 2, LLC  
LAURAL E. POWELL AND DANA R. POWELL  
HERITAGE TITLE COMPANY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

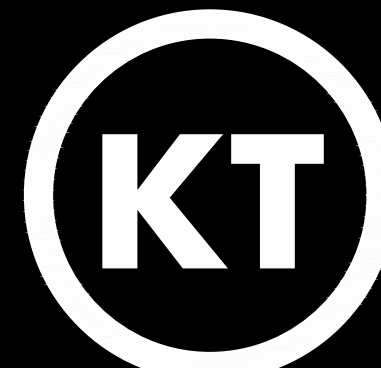
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 4 AND 8 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 6/20/18.

DATE OF PLAT OR MAP: 3/12/2021



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

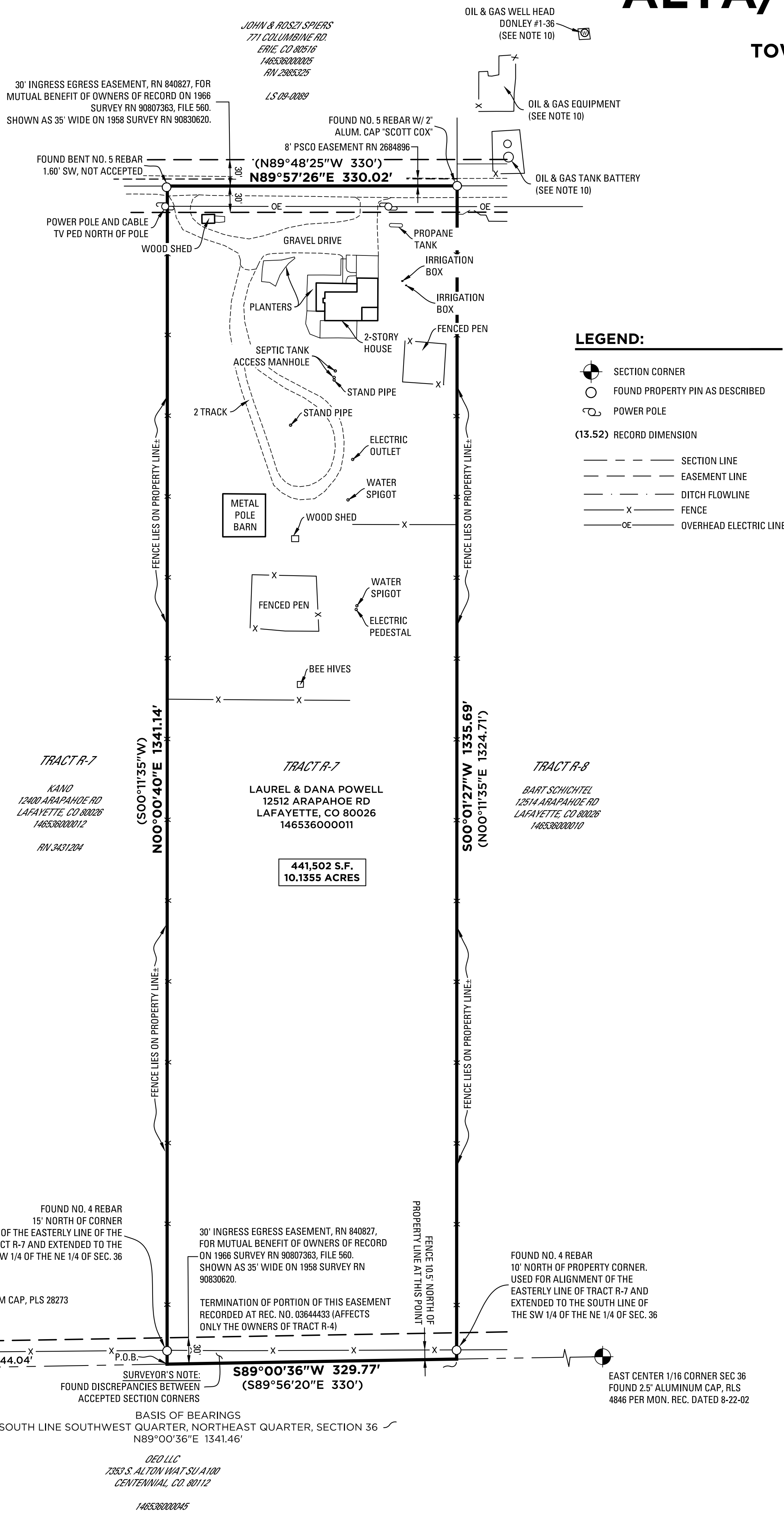
DATE: 03/12/2021  
PROJECT NO. 0043-1814



KT ENGINEERING  
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230  
ARVADA, CO 80002  
PH: 720.638.5190

SHEET 1 OF 1









# ALTA/NSPS LAND TITLE SURVEY

LOCATED IN THE NE 1/4 OF SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M.,  
COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

## LEGEND:

- SECTION CORNER
- FOUND PROPERTY PIN AS DESCRIBED
- POWER POLE
- (13.52) RECORD DIMENSION
- SECTION LINE
- EASEMENT LINE
- DITCH FLOWLINE
- PVC FENCE
- OVERHEAD ELECTRIC LINE

JERRY DONLEY  
12300 ARAPAHOE RD  
LAFAVETTE, CO 80026  
146536000004

REC NO. 2806980  
& 1203028

(N89°48'25"W 660')  
N89°56'07"E 659.86'

FOUND NO. 5 REBAR W/ 2" ALUM.  
CAP "SCOTT COX"

TRACT R-4  
JOHN & ROSZI SPIERS  
771 COLUMBINE RD.  
ERIE, CO 80516  
146536000005  
RN 2985325

LS 09-0089

435,408 S.F.  
9.9956 ACRES

## PROVIDED DESCRIPTION:

THE LAND REFERRED TO IN SCHEDULE A IS SITUATED IN THE COUNTY OF BOULDER, STATE OF COLORADO AND IS DESCRIBED AS FOLLOWS:  
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 1/4 CORNER; THENCE SOUTH 0°11'35" WEST ALONG THE CENTERLINE OF SAID SECTION 36, A DISTANCE OF 666.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 660 FEET; THENCE SOUTH 89°48'25" EAST ALONG THE NORTH LINE A DISTANCE OF 660 FEET; THENCE NORTH 0°11'35" EAST, 660 FEET; THENCE NORTH 89°48'25" WEST ALONG THE SOUTH LINE, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF BOULDER, STATE OF COLORADO.

## NOTES REGARDING THE TITLE COMMITMENT:

NOTES REGARDING THE TITLE COMMITMENT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO. H0595646-023-CN4-CN EFFECTIVE DATE FEBRUARY 23, 2021 AT 8:00 A.M.

ITEMS 1-7: EXCEPTIONS 1-7 ARE STANDARD EXCEPTIONS

ITEM 8: ALL RIGHTS TO ANY AND ALL MINERALS, ORE AND METALS OF ANY KIND AND CHARACTER, AND ALL COAL, ASPHALTUM, OIL, GAS AND OTHER LIKE SUBSTANCES IN OR UNDER THE LAND, THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF MINING, TOGETHER WITH ENOUGH OF THE SURFACE OF THE SAME AS MAY BE NECESSARY FOR THE PROPER AND CONVENIENT WORKING OF SUCH MINERALS AND SUBSTANCES, AS RESERVED IN PATENT FROM THE STATE OF COLORADO, RECORDED APRIL 3, 1880 BOOK 59 AT PAGE 95.  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**

ITEM 9: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE PLAT OF SURVEY RECORDED OCTOBER 25, 1958 AT RECEPTION NO. 830620 NOTE: TERMINATION OF EASEMENT IN CONNECTION THEREWITH RECORDED MARCH 9, 2018 AT RECEPTION NO. 03644433.  
**AS SHOWN ON WESTERN AND SOUTHERN PROPERTY BOUNDARIES.**

ITEM 10: MINERAL RIGHTS AS CONVEYED BY WARRANTY DEED RECORDED QUIT CLAIM DEED RECORDED SEPTEMBER 7, 1966 AT RECEPTION NO. 826253, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**

ITEM 11: AN EASEMENT FOR INGRESS AND EGRESS ALONG ROADWAY AND INCIDENTAL PURPOSES GRANTED TO ALL OWNERS OF RECORD, AS SET FORTH IN AN INSTRUMENT RECORDED MARCH 6, 1967 AT RECEPTION NO. 840827.  
NOTE: TERMINATION OF EASEMENT IN CONNECTION THEREWITH RECORDED MARCH 9, 2018 AT RECEPTION NO. 03644433.  
**AS SHOWN ON WESTERN AND SOUTHERN PROPERTY BOUNDARIES.**

ITEM 12: AN EASEMENT FOR INGRESS AND EGRESS ALONG ROADWAY AND INCIDENTAL PURPOSES GRANTED TO ALL OWNERS OF RECORD, AS SET FORTH IN AN INSTRUMENT RECORDED MARCH 8, 1967 AT RECEPTION NO. 841098.  
NOTE: TERMINATION OF EASEMENT IN CONNECTION THEREWITH RECORDED MARCH 9, 2018 AT RECEPTION NO. 03644433.  
**AS SHOWN ON WESTERN AND SOUTHERN PROPERTY BOUNDARIES.**

ITEM 13: AN EASEMENT FOR INGRESS AND EGRESS ALONG ROADWAY AND INCIDENTAL PURPOSES GRANTED TO ALL OWNERS OF RECORD, AS SET FORTH IN AN INSTRUMENT RECORDED MARCH 8, 1967 AT RECEPTION NO. 841099.  
NOTE: TERMINATION OF EASEMENT IN CONNECTION THEREWITH RECORDED MARCH 9, 2018 AT RECEPTION NO. 03644433.  
**AS SHOWN ON WESTERN AND SOUTHERN PROPERTY BOUNDARIES.**

ITEM 14: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RIGHT OF WAY GRANT RECORDED APRIL 3, 1987 AT RECEPTION NO. 838684.  
**AFFECTS PROPERTY, UNABLE TO PLOT, AS SHOWN HEREON**

ITEM 15: OIL AND GAS LEASE RECORDED MARCH 19, 1982 AT RECEPTION NO. 487558 AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.  
NOTE: AFFIDAVIT OF PRODUCTION IN CONNECTION THEREWITH RECORDED NOVEMBER 21, 1986 AT RECEPTION NO. 806852.  
NOTE: AMENDED DECLARATION OF UNITIZATION IN CONNECTION THEREWITH RECORDED OCTOBER 21, 1992 AT RECEPTION NO. 1231404.  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**

ITEM 16: RESERVATION OF ALL RIGHTS IN AND TO THE MORRISON LATERAL DITCH AS SET FORTH IN WARRANTY DEED RECORDED MAY 1, 1986 AT RECEPTION NO. 756385.  
**AFFECTS PROPERTY, AS SHOWN TRAVERSING PROPERTY WEST TO EAST.**

ITEM 17: AN EASEMENT FOR UTILITY LINES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, AS SET FORTH IN AN INSTRUMENT RECORDED MAY 3, 2005 AT RECEPTION NO. 2684896.  
**AFFECTS PROPERTY, AS SHOWN ALONG SOUTH LINE.**

ITEM 18: REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED OCTOBER 23, 2007 AT RECEPTION NO. 2890878.  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**

ITEM 19: REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER) RECORDED DECEMBER 21, 2007 AT RECEPTION NO. 2900941.  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**

ITEM 20: INTENTIONALLY LEFT BLANK

ITEM 21: ANY EXISTING LEASES OR TENANCIES, AND ANY AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SAID LEASE.  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**

ITEM 22: TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE MEMORANDUM OF AGREEMENT RECORDED AUGUST 20, 2018 AT RECEPTION NO. 03671973.  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**

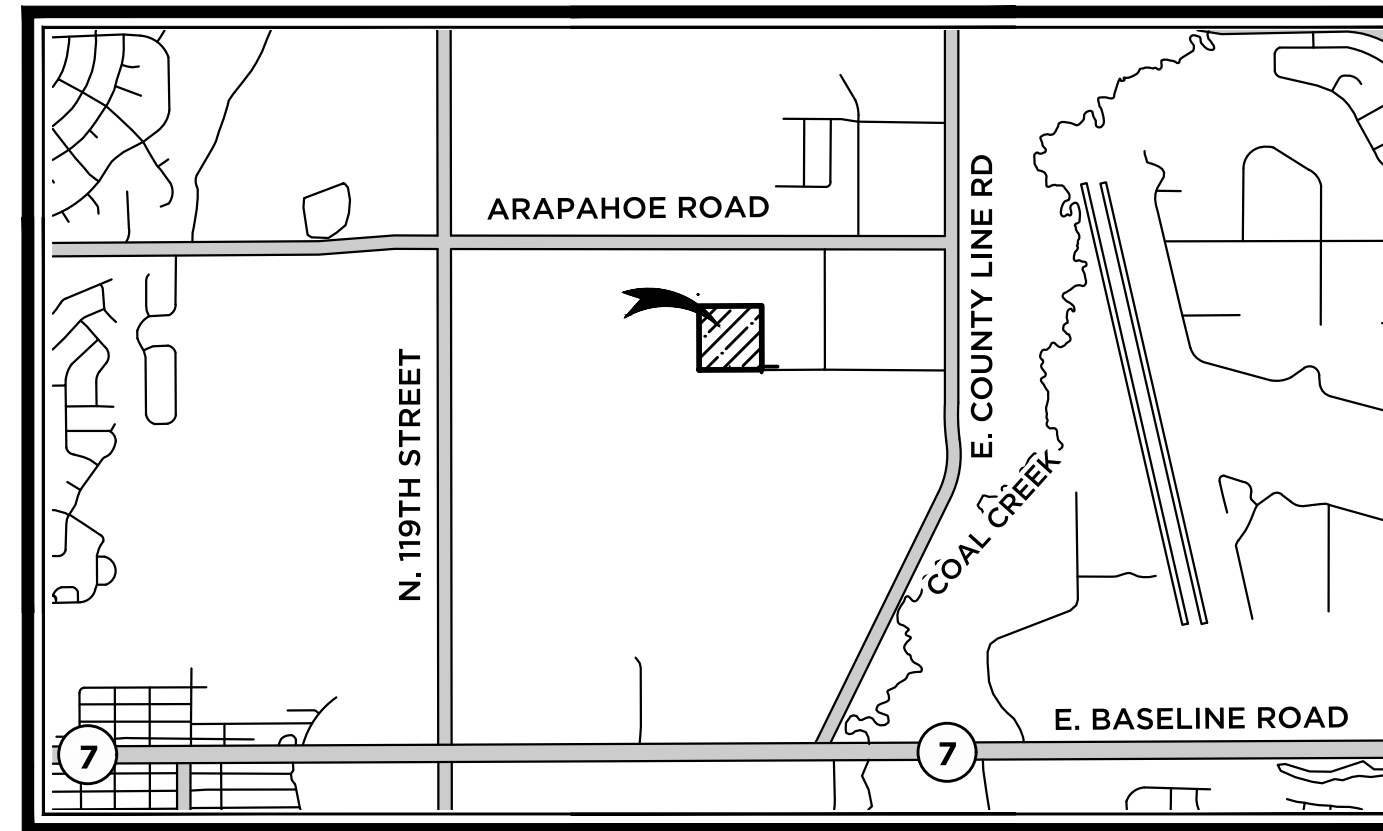
ITEM 23: A DEED OF TRUST TO SECURE AN INDEBTEDNESS.

TRUSTOR/GRANTOR: JOHN SPIERS AND ROSZI SPIERS  
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY  
BENEFICIARY: BOFI FEDERAL BANK  
RECORDING DATE: JANUARY 31, 2018  
RECORDING NO: 03638704  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**

ITEM 24: A DEED OF TRUST TO SECURE AN INDEBTEDNESS.

TRUSTOR/GRANTOR: JOHN SPIERS AND ROSZI SPIERS  
TRUSTEE: PUBLIC TRUSTEE OF BOULDER COUNTY  
BENEFICIARY: OEO 2, L.L.C. A COLORADO LIMITED LIABILITY COMPANY

RECORDING DATE: OCTOBER 4, 2019  
RECORDING NO: 03740691  
**AFFECTS PROPERTY, HOWEVER NOTHING TO SHOW.**



VICINITY MAP

1" = 2000'

## NOTES:

- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S CERTIFICATE SHOWN HEREON.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY KT ENGINEERING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION HEREON, OR THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR EASEMENTS OF RECORD.
- KT ENGINEERING, LLC HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE INSURANCE COMMITMENT MAY DISCLOSE.
- THE LINEAL UNITS USED ON THIS SURVEY ARE U.S. FEET, THE BEARINGS ARE IN DEGREES-MINUTES-SECONDS.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF THE NE 1/4 SECTION 36 BEING S00°00'45"E (NAD83).
- COMMONWEALTH LAND TITLE INSURANCE COMPANY TITLE REPORT NO. H0595646-023-CN4-CN WAS RELIED UPON FOR THIS ALTA/NSPS SURVEY.
- DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A UNITED STATES (U.S.) FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.
- THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
- A SEARCH WAS MADE FOR THE OIL & GAS WELLS LOCATED ON AND ADJACENT TO THE SUBJECT PROPERTY AS DEPICTED IN GIS MAPPING SHOWN ON THE COLORADO OIL & GAS COMMISSION (COGCC) WEB SITE. ALL WELLS APPEARING ON COGCC GIS MAPPING WERE LOCATED AND THEIR POSITIONS SHOWN ON THIS SHEET. THERE MAY BE BUILDING RESTRICTIONS ASSOCIATED WITH THE GAS AND OIL WELL FACILITIES. SPECIFIC RESTRICTIONS SHOULD BE VERIFIED WITH THE COGCC, LOCAL FIRE PROTECTION DISTRICTS, AND LOCAL JURISDICTIONS.
- DATE OF SURVEY - JUNE 10, 2018.

## SURVEYOR'S CERTIFICATE:

TO: OEO 2, LLC  
JOHN SPIERS AND ROSZI SPIER  
HERITAGE TITLE COMPANY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 4 AND 8 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 6/10/18.

DATE OF PLAT OR MAP: 3/12/21



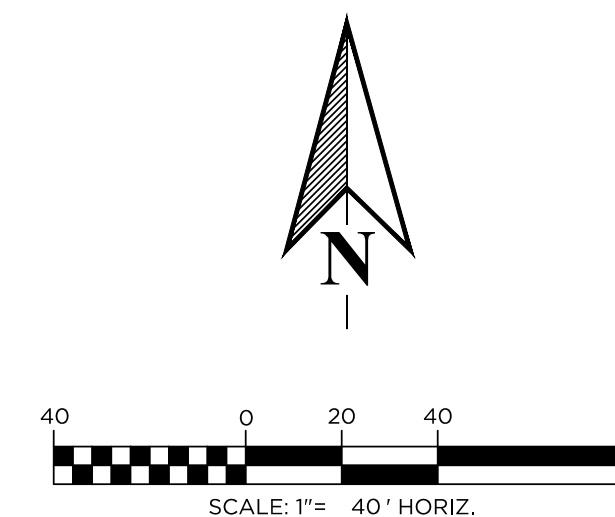
CHRISTOPHER H. McELVAIN  
REGISTERED COLORADO LAND SURVEYOR NO. 36561  
FOR AND ON BEHALF OF KT ENGINEERING, LLC.

DATE: 03/12/2021  
PROJECT NO. 0043-1814



**KT ENGINEERING**  
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230  
ARVADA, CO 80002  
PH: 720.638.5190



SHEET 1 OF 1



## **Parkdale North Assessment of Impact Report**

As a part of the original Parkdale community this North addition being requested for this Initial Zoning was anticipated for future development.

### **Water Distribution System**

The Parkdale North water distribution system will follow the recommendations outlined in the Merrick Utility Study commissioned by the Town of Erie for the development of this region. Water looping will be provided by connecting to an existing 12" waterline within the Compass subdivision to the north and to an existing 12" waterline running within the County Line ROW to the east. Multiple water stubs have also been provided with the Parkdale Filing 1 Subdivision. Parkdale North will connect to these stubs as part of the internal water looping system. Parkdale Filing No. 1 draws water from a 16" connection near the intersection of 119<sup>th</sup> Street and Rex Ranch Place as well as from a connection to the 12" waterline within County Line Road.

### **Sanitary Sewer System**

Sanitary sewer mains, laterals and manholes will be constructed throughout the project street network and will gravity flow to the east, ultimately discharging into the sanitary sewer interceptor line along Coal Creek. It is anticipated that the majority of the sewer will outflow along the southern edge of the Phillips Property at 2405 County Road 1, Weld County and will continue north, connecting to the sewer outfall installed with the Compass subdivision. A portion of the sewer will outflow to the southeast through Parkdale Filing No. 1. Sewer stubs have been provided and sized to accommodate this flow. Flow specifics can be found in the Utility Study completed with Filing No. 1. Parkdale North was studied in conjunction with Filing 1 to ensure future demands could be met. It was determined that a total of 1573 equivalent residential units could be served by the existing downstream sewer system. If this number is exceeded with the addition of Parkdale North, downstream sewer upsizing may be necessary.

### **Roadway Network**

The addition of this north property to the Parkdale community will continue the new Principle Arterial (Coal Creek Blvd) from the current terminus at Filing 1 to Arapahoe Road at the existing County Line Road intersection. A connection to Arapahoe Road that matches the eastern entrance to the Compass community is also anticipated.

The interior streets will include curb and gutter. The street network will be developed to provide dual access to neighborhood pods to meet life safety requirements. Culdesacs will be designed to meet maximum allowable length criteria. Intersection locations will be designed with consideration of appropriate separation from existing streets.

### **Storm Drainage and Detention**

There are two existing drainageways that traverse the Parkdale North - Drainageway 1 and Arapahoe Road Drainageway. These drainageways are described in the Town of Erie Outfall Systems Plan (West of Coal Creek), a document published by the Mile High Flood District. Development of Parkdale North will formalize these channels and convey offsite flows through the site to the east. Swales, channels, storm drains, and culverts will be designed to collect developed runoff from the Parkdale North site and will convey the flows to the formalized channels associated with the continuation of "Drainageway 1" and "Arapahoe Road Drainageway." Ultimately, the formalized channels will enter a proposed regional Excess Urban Runoff Volume pond where offsite and onsite flows will be treated before discharging directly into Coal Creek.

**Dry Utilities**

The electric, gas and cable services that will be constructed within the project will be similar to what is already being anticipated for the Parkdale community.

**Parks, & Open Space**

As part of the overall Parkdale Community, and as depicted in the concept plan, we have dedicated the approximately 50-acre wetland area adjacent to County Line Road and Hwy 7. As part of the initial Parkdale PUD and Preliminary Plat it was determined that since no additional land with significant open space value is within the area generally bounded by Arapahoe Road on the north, County Line Road on the east, Hwy 7 on the South and N-119<sup>th</sup> Street on the west, that the Open Space dedication and Spine Trail corridor would satisfy the Open Space requirements for the full section of property as described above. It is anticipated that the addition of this north property for the Parkdale Community will include a minimum 7-acre Town dedicated Neighborhood Park.

**Law Enforcement and Fire Protection**

As is typical for residential development the new residents that are being served by the Town of Erie Fire and Police will have an additional modest impact on the existing services. This impact is offset by the fees, and additional taxes that the new residents pay within the Town of Erie.

**School Impact**

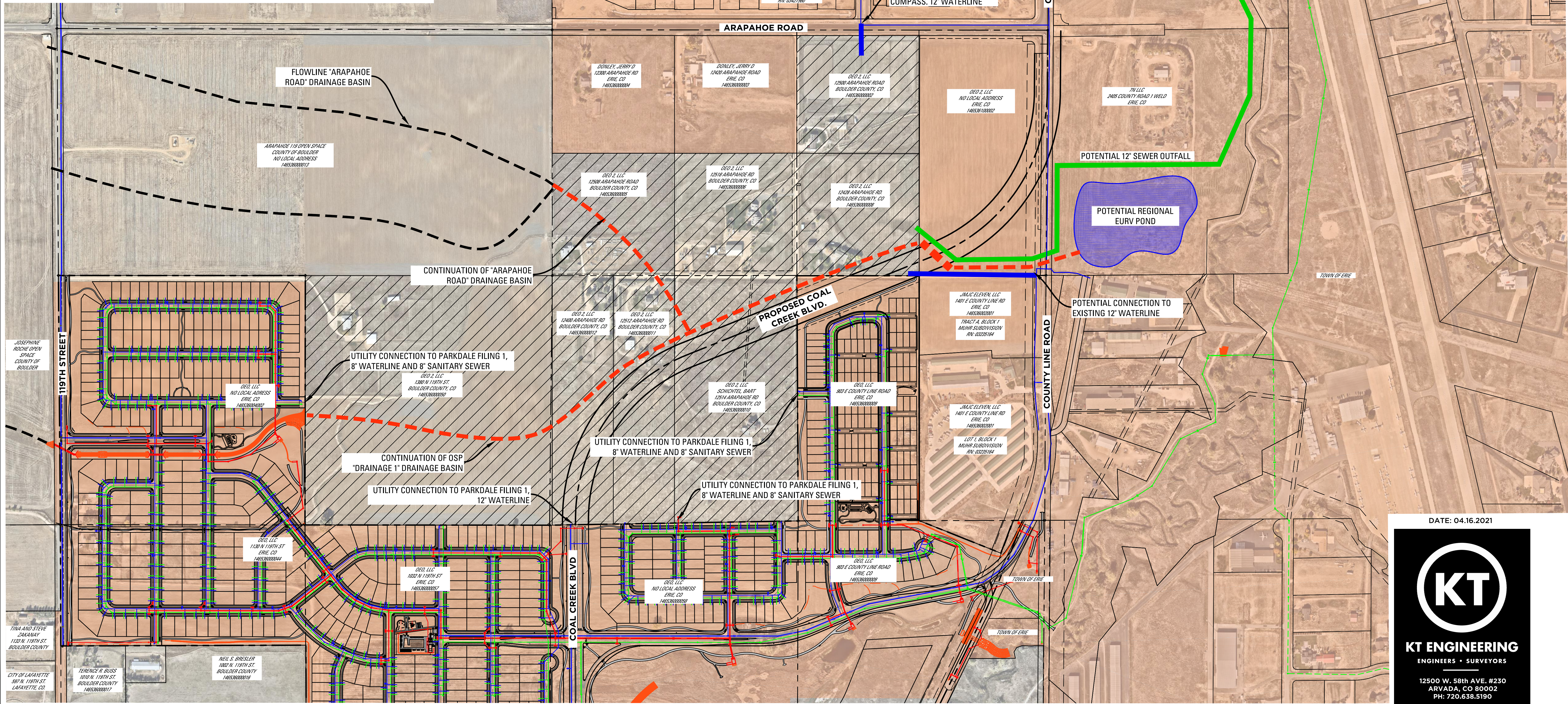
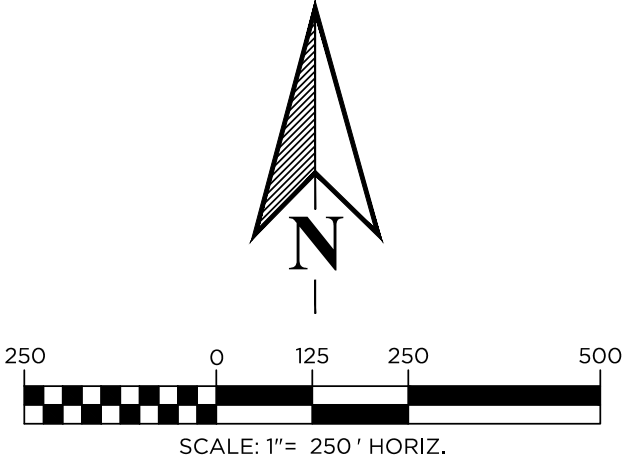
A 15 Acre school site will be conveyed to the Boulder Valley School District with the "Parkdale North" final plat. Negotiations with BVSD are ongoing.



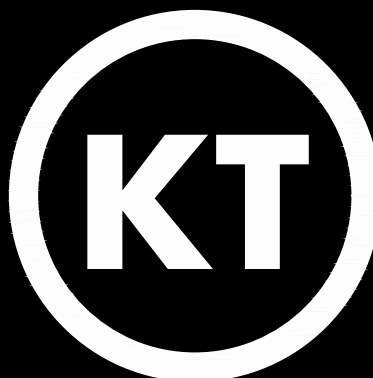
# ERIE GATEWAY SOUTH ANNEXATION NO. 9 EXHIBIT A

## LEGEND

- EXISTING DRAINAGEWAY
- PROPOSED DRAINAGEWAY
- EXISTING WATERLINE
- PROPOSED WATERLINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- ANNEXATION NO. 9 LIMITS
- TOWN OF ERIE LIMITS



DATE: 04.16.2021



**KT ENGINEERING**  
ENGINEERS • SURVEYORS

12500 W. 58th AVE. #230  
ARVADA, CO 80002  
PH: 720.638.5190



**Commonwealth Land Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** H0590795-023-CN4-CN , Amendment No. 1

1. **Effective Date:** April 20, 2020 at 8:00 A.M.

2. The estate or interest in the land described or referred to in this Title Report is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:

**OEO 2, LLC, a Colorado limited liability company**

4. The land referred to in this Title Report is described as follows:

**See Attached Legal Description**

(for informational purposes only) 1380 N 119Th St, Lafayette, CO 80026-9426

## **Attached Legal Description**

A tract of land located in the Southeast quarter of the Northwest quarter, Section 36, Township 1 North, Range 69 West of the 6th P.M., Boulder County, Colorado, said tract being more particularly described as follows:

Beginning at the Northeast corner of said Southeast quarter of the Northwest quarter from whence the North quarter corner of said Section 36 bears N00°58'16"W, 1376.44 feet and with all other bearings contained herein relative thereto; thence S00°58'16"E, 1326.44 feet to the Southeast corner of said Southeast quarter of the Northwest quarter; thence S88°54'59"W, 1328.62 feet to the Southwest corner of said Southeast quarter of the Northwest quarter; thence N01°08'00"W, 1329.72 feet to the Northwest corner of said Southeast quarter of the Northwest quarter; thence N89°03'27"E, 1332.38 feet to the point of beginning,

County of Boulder, State of Colorado.

## SCHEDULE B

### Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Any existing leases or tenancies and any party claiming by, through or under said lease.
9. Notice of Oil and Gas Interest 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. Notice of General Description of Ares Serviced by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. 00768891.
13. 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.

14. An easement for access, ingress and egress and for utilities and incidental purposes granted to Jack K. Dortch and Elaine J. Dortch, as set forth in instrument recorded October 2, 1995 at Reception No. 01551894.
15. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$4,486,006.00
Trustor/Grantor	OEO 2, LLC, a Colorado limited liability company
Trustee:	Public Trustee of Boulder County
Beneficiary:	Elaine J. Dortch, Debra L. Dortch and Kenneth R. Dortch
Recording Date:	November 5, 2019

Recording No: [03746861](#)

16. Any rights of others as the ditch that traverses the subject property.

#### **END OF EXCEPTIONS**

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

**Exhibit B**  
**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.



YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## **LIMITATIONS OF LIABILITY**

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF

THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE

**Commonwealth Land Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** H0595643-023-CN4-CN , Amendment No. 1

1. **Effective Date:** April 2, 2020 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:  
FEE SIMPLE AS TO PARCEL 1 AND EASEMENT INTEREST AS TO PARCEL 2
3. Title to the estate or interest in the land is at the Effective Date vested in:  
[OEO 2 LLC, a Colorado limited liability company](#)

4. The land referred to in this Title Report is described as follows:

**See Attached Legal Description**

(for informational purposes only) 12428 Arapahoe Rd., Lafayette, CO

## **Attached Legal Description**

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

**Parcel 1:**

A tract of land located in Section 36, Township 1 North, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Beginning at the North 1/4 corner of Section 36; thence South 0 degrees 11'35" East along the centerline of Section 36, a distance of 1326.99 feet; thence South 89 degrees 48'25" East along the South line of tracts shown as Tract R-4 and R-5 on survey recorded in Boulder County February 15, 1966 as Reception No. 807363, 1320 feet to the true point of beginning; thence continuing South 89 degrees 48'25" East, 660 feet; thence North 0 degrees 11'35" East along the West line of a tract shown as Tract I-1 on survey recorded in Boulder County as Reception No. 807363, a distance of 660 feet; thence North 89 degrees 48'25" West along the South line of a tract shown as Tract R-3 on survey recorded in Boulder County as Reception No. 807636, 660 feet; thence South 0 degree 11'35" West along the East line of a tract shown as Tract R-5 on survey recorded in Boulder County as Reception No. 807363, a distance of 660 feet to the true point of beginning.

**Parcel 2:**

An easement for ingress and egress to and from Boulder County Road No. 54 (Arapahoe Road) as granted by Deeds recorded March 8, 1967 in Film 597 at Reception Nos. 841098 and 841099 of the Records of Boulder County, Colorado.

For informational purposes only: APN: 146536000008

## SCHEDULE B

### Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Oil and Gas Lease recorded April 18, 1975 at Reception No. [135044](#) and any and all assignments thereof or interest therein.
9. Oil and Gas Lease recorded March 19, 1982 at Reception No. [487556](#) and any and all assignments thereof or interest therein.

NOTE: Affidavit of Lease Extension or Production in connection therewith recorded November 21, 1986 at Reception No. [806856](#).

10. Terms, conditions, provisions, obligations and agreements as set forth in the Declaration of Unitization recorded October 14, 1986 at Reception No. [796727](#), and Amended Declaration of Unitization recorded July 15, 1987 at Reception No. [863845](#), and Amended Declaration of Unitization recorded November 21, 1992 at Reception No. [1231404](#).
11. Terms, conditions, provisions, obligations and agreements as set forth in the Road Maintenance Waiver recorded June 23, 1987 at Reception No. [858696](#).
12. An easement for utilities and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded October 15, 1999 at Reception No. [1991091](#).
13. Terms, conditions, provisions, obligations and agreements as set forth in the Notice of Oil and Gas Interest and Surface Use recorded January 23, 2001 at Reception No. [2112331](#).
14. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#).
15. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).
16. Terms, conditions, provisions, obligations and agreements as set forth in the Wellbore Farmout

Agreement recorded October 27, 2015 at Reception No. [3481913](#).

17. Terms, conditions and reservation in QuitClaim Mineral Deed from Noble Energy, Inc., a Delaware corporation to Donald L. Jung recorded January 2, 2020 at Reception No. [03758208](#).
18. Existing leases and tenancies.
19. The following matters as disclosed on the ALTA/NSPS Land Title Survey prepared by Christopher H. McElvain for and on behalf of KT Engineering dated July 2, 2018:
  - a) Any loss or damage arising from the fact that fence lines on or near the perimeter of the Land do not coincide with property lines.
20. Terms, conditions, reservations and agreements contained in the Special Warranty Deed between Donald L. Jung and OEO 2 LLC, a Colorado limited liability company recorded March 1, 2021 at Reception No. [3862912](#).
21. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$2,950,000.00
Trustor/Grantor	OEO 2 LLC, a Colorado limited liability company
Trustee:	Public Trustee of Boulder County
Beneficiary:	Donald L. Jung
Recording Date:	March 1, 2021
Recording No:	<a href="#">3862913</a>

#### END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

#### Exhibit B LIMITATION OF LIABILITY AND EXCULPATORY CLAUSES FOR-- NO COST SEARCHES

THE INFORMATION IN THIS REPORT HAS BEEN PROVIDED AT NO COST TO YOU. THIS REPORT IS LIMITED IN SCOPE. IT IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE

REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE.

IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, OR ANY AND ALL OTHER RISKS OR HARM INCURRED BY YOU, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

### **LIMITATIONS OF LIABILITY**

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

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SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

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**Commonwealth Land Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** H0637216-023-CN4-CN

1. **Effective Date:** August 5, 2021 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:  
FEE SIMPLE AS TO PARCEL 1 AND EASEMENT INTEREST AS TO PARCEL 2
3. Title to the estate or interest in the land is at the Effective Date vested in:  
[OEO 2, LLC, a Colorado limited liability company](#)

4. The land referred to in this Title Report is described as follows:

**See Attached Legal Description**

(for informational purposes only) 12400 Arapahoe Rd, Erie, CO

## **Attached Legal Description**

### **Parcel 1:**

The West 1/2 of a tract of land located in Section 36, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Beginning at the North  $\frac{1}{4}$  corner of Section 36, thence South 0 Degrees 11'35" West, 1,326.99 feet along the centerline of said Section 36 to the True Point of Beginning; thence continuing South 0 Degrees 11'35" West along said centerline 1,326.25 feet to the center of Section 36; thence South 89 Degrees 56'20" East along the East-West centerline of Section 36 a distance of 330 feet; thence North 0 Degrees 11 '35" East, a distance of 1,324.71 feet; thence North 89 Degrees 48'25" West, a distance of 330 feet to the True Point of Beginning.

### **Parcel 2:**

Together with easement for the purpose of ingress and egress as described in Deed recorded March 6, 1967 as Reception No. 840827 and March 8, 1967 as Reception No. 841098 and 841099,  
County of Boulder,  
State of Colorado.

## SCHEDULE B

### Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Intentionally Omitted
9. All matters as shown on the Plat of Survey recorded February 15, 1966 at Reception No. [807363](#), Termination of Easement (portion) recorded April 1, 2020 at Reception No. [03775329](#), May 5, 2020 at Reception No. [03782060](#).
10. Terms, conditions, provisions, agreements and obligations contained in the easement for the purpose of ingress and egress as described in Deed recorded March 6, 1967 as Reception No. [840827](#) and March 8, 1967 as Reception No. [841098](#) and [841099](#), Termination of Easement (portion) recorded April 1, 2020 at Reception No. [03775329](#) and May 5, 2020 at Reception No. [03782060](#).
11. Terms, conditions, provisions and obligations of Agreement Regarding Issuance of Certificate of Occupancy recorded January 23, 1980 at Reception No. [380140](#).
12. Terms, conditions, provisions and obligations of Agreement Regarding Access recorded January 23, 1980 at Reception No. [380139](#).
13. Oil and Gas Lease to Todd T. Hitchings recorded March 19, 1982 at Reception No. [487559](#) and any and all assignments thereof or interests therein. Affidavit of Lease Extension or Production recorded November 21, 1986 at Reception No. [806846](#), Relinquishment of Surface Rights recorded July 12, 2021 at Reception No. [3899180](#).
14. Terms, conditions, provisions and obligations of Agreement Regarding Access recorded March 20, 1984 at Reception No. [609864](#).
15. Request for Notification of Surface Development recorded January 23, 2007 at Reception No. [2890878](#).
16. Request for Notification (Mineral Estate Owner) recorded December 21, 2007, at Reception No. [2900941](#).

17. The following matters as disclosed on the ALTA/NSPS Land Title Survey dated April 20, 2020, prepared by Christopher H. McElvain for and on behalf of KT Engineering with Job No. 0043-1814
  - a) Fence lines do not coincide with the property lines to the East, West and South.
  - b) Discrepancies in the historic legal description vs. revised description shown thereon
18. Intentionally Omitted

#### **END OF EXCEPTIONS**

**THIS IS A TITLE REPORT ONLY. This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

**NOTE:**

**Below Exhibit B and/or Exhibit C Need to be able to pull in depending on which version is used.**

**If this is a no cost form use Exhibit B (Below)**

**If there is a fee to this form, use Exhibit C (Below)**

**F11 to the one you do not want and press DEL**

**Exhibit B**  
**LIMITATION OF LIABILITY AND EXCULPATORY CLAUSES FOR-- NO COST SEARCHES**

THE INFORMATION IN THIS REPORT HAS BEEN PROVIDED AT NO COST TO YOU. THIS REPORT IS LIMITED IN SCOPE. IT IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE.

IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, OR ANY AND ALL OTHER RISKS OR HARM INCURRED BY YOU, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

**Exhibit C**  
**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT

LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## **LIMITATIONS OF LIABILITY**

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

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IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF



THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

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4582 South Ulster St Pkwy, Suite 1300  
Denver, CO 80237

DATE: **September 10, 2021**  
FILE NUMBER: **450-H0649951-023-CN4**, Amendment No. 1  
PROPERTY ADDRESS: **12500 Arapahoe Rd, Lafayette, CO 80026**  
BUYER/BORROWER: **OEO 2, LLC, a Colorado limited liability company**  
OWNER(S): **David M. Leiker**  
YOUR REFERENCE NUMBER:  
ASSESSOR PARCEL NUMBER: **R0026172**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: <b>Heritage Title Company, Inc. 4582 South Ulster St Pkwy Suite 1300 Denver, CO 80237</b>	ATTN: <b>Cindy Simpson / TITLE OFFICER</b> PHONE: <b>(303) 692-6600</b> FAX: <b>(303) 628-1660</b> E-MAIL: <b>cindy.simpson@heritagetco.com</b>
TO: <b>OEO 2, LLC, a Colorado limited liability company</b>	ATTN: <b>Chris Elliott</b> PHONE: FAX: E-MAIL: <b>Delivered via email</b>
TO: <b>David M. Leiker</b>	ATTN: PHONE: FAX: E-MAIL: <b>Delivered via email</b>
TO: <b>David M. Leiker 6894 East Eastman Ave Denver, CO 80224-2842</b>	ATTN: PHONE: FAX: E-MAIL: <b>David.leiker123@gmail.com</b>
TO: <b>Jennifer Leiker</b>	ATTN: PHONE: FAX: E-MAIL: <b>Jennifer.Leiker@gmail.com</b>
TO: <b>OEO LLC 7353 S. Alton Way Suite A100 Centennial, CO 80112</b>	ATTN: <b>Matt Janke</b> PHONE: <b>(303) 770-9111</b> FAX: <b>(000) 000-0000</b> E-MAIL: <b>mjanke@e5xmanagement.com</b>
TO: <b>7353 Investments LLC 7353 S. Alton Way #A100 Englewood, CO 80112</b>	ATTN: <b>Sarah Hunsche</b> PHONE: <b>(303) 770-9111</b> FAX: <b>(303) 770-9424</b> E-MAIL: <b>shunsche@e5xmanagement.com</b>

<b>TO:</b>	<b>National Commercial Services</b> 8055 E. Tufts Ave. Suite 300 Denver, CO 80237	<b>ATTN:</b>	<b>Chandra Nay</b>
		<b>PHONE:</b>	<b>(000) 000-0000</b>
		<b>FAX:</b>	<b>(303) 633-7720</b>
		<b>E-MAIL:</b>	<b>cnay@fnf.com</b>
<b>TO:</b>	<b>National Commercial Services Colorado</b> 8055 E. Tufts Ave. Suite 300 Denver, CO 80237	<b>ATTN:</b>	<b>Sarah Ratliff</b>
		<b>PHONE:</b>	<b>(000) 000-0000</b>
		<b>FAX:</b>	<b>(000) 000-0000</b>
		<b>E-MAIL:</b>	<b>Sarah.Ratliff@fnf.com</b>
<b>TO:</b>	<b>Davis &amp; Ceriani, P.C.</b> 1600 Stout Street Suite 1710 Denver, CO 80202	<b>ATTN:</b>	<b>Edward Gorab</b>
		<b>PHONE:</b>	<b>(303) 534-9000</b>
		<b>FAX:</b>	<b>(303) 534-4618</b>
		<b>E-MAIL:</b>	<b>egorab@davisandceriani.com</b>
<b>TO:</b>	<b>Davis &amp; Ceriani, P.C.</b> 1600 Stout Street Suite 1710 Denver, CO 80202	<b>ATTN:</b>	<b>John W. Baker</b>
		<b>PHONE:</b>	<b>(303) 534-9000</b>
		<b>FAX:</b>	<b>(303) 534-4618</b>
		<b>E-MAIL:</b>	<b>jbaker@davisandceriani.com</b>
<b>TO:</b>	<b>Frascona, Joiner, Goodman &amp; Greenstein</b> 4750 Table Mesa Drive Boulder, CO 80305	<b>ATTN:</b>	<b>Karen Radakovich</b>
		<b>PHONE:</b>	<b>(303) 494-3000</b>
		<b>FAX:</b>	<b>(303) 494-6309</b>
		<b>E-MAIL:</b>	<b>karen@frascona.com</b>
<b>TO:</b>	<b>Denver Metro Title Only</b> 4582 South Ulster St Pkwy Suite 1300 Denver, CO 80237	<b>ATTN:</b>	<b>Cindy Simpson</b>
		<b>PHONE:</b>	<b>(303) 476-5800</b>
		<b>FAX:</b>	
		<b>E-MAIL:</b>	<b>cindy.simpson@heritagetco.com</b>

END OF TRANSMITTAL



# COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

## NOTICE

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

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


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

## COMMITMENT TO ISSUE POLICY

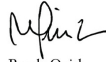
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Commonwealth Land Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

By:   
Terry N. Williams  
Authorized Signature

**Commonwealth Land Title Insurance Company**

By:   
Randy Quirk  
President

ATTEST   
Marjorie Nemzura  
Corporate Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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**Transaction Identification Data for reference only:**

Issuing Agent: Heritage Title Company, Inc.  
 Issuing Office: 4582 South Ulster St Pkwy, Suite 1300, Denver, CO 80237  
 Loan ID Number:  
 Issuing Office File Number: 450-H0649951-023-CN4, Amendment No. 1  
 Property Address: 12500 Arapahoe Rd, Lafayette, CO 80026  
 Revision Number: Amendment No. 1, Amendment Date: September 10, 2021

**SCHEDULE A****AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **August 30, 2021**
2. Policy to be issued:
  - (a) **ALTA Owners Policy 6-17-06**  
 Proposed Insured: **OEO 2, LLC, a Colorado limited liability company**  
 Proposed Policy Amount: **\$1,500,000.00**
  - (b) **ALTA Loan Policy 6-17-06**  
 Proposed Insured: **David M. Leiker**  
 Proposed Policy Amount: **\$875,000.00**
  - (c) **None**  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**FEE SIMPLE**
4. The Title is, at the Commitment Date, vested in:  
[David M. Leiker](#)
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

**PREMIUMS:**

Lenders Coverage	175.00
Owners Coverage	1,688.00
Deletion 1-4 & 6	75.00
Form 100.33	250.00
Form 100.31	338.00

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## EXHIBIT A

### LEGAL DESCRIPTION

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

A Tract of Land located in Section 36, Township 1 North, Range 69 W of the 6th P.M., described as follows:

Commencing at the North Quarter Corner; Thence South 89 degrees 39'15" East, along the North line of said Section 36, a distance of 1980 Feet to the True Point of Beginning; Thence South 01 Degrees 11'35" West, 661.80 Feet; Thence North 89 Degrees 48'25" West, 660.00 Feet; Thence North 0 Degrees 11'35" East along the East line of a Tract shown as Tract R-2 on survey recorded in Boulder County on February 15, 1966, Reception No. 807363, A distance of 663.53 Feet to a Point on the North Line of Section 36; Thence South 89 degrees 39'15" East along said North line, a distance of 660.00 feet to the True Point of Beginning, Except any portion thereof lying with the county road,  
County of Boulder,  
State of Colorado.

For informational purposes only: APN: 146536000002

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## SCHEDULE B

### PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):           David M. Leiker

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- e. Statement of Authority for OEO 2, LLC, a Colorado limited liability company recorded April 1, 2021 at Reception No. [03873607](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Christopher Elliott, Manager

- f. Furnish for recordation a deed as set forth below:

Grantor(s):           David M. Leiker  
Grantee(s):           OEO 2, LLC, a Colorado limited liability company

- g. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.
- h. The Company requires the Seller/Vested Owner named herein on Schedule "A" to provide complete information necessary to identify all leases and/or tenancies that may be in effect regarding this property. If no leases and/or tenancies are in existence, that information must be provided in written form prior to closing.
- i. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

**Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



**SCHEDULE B**  
**PART I – Requirements**  
(Continued)

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**END OF REQUIREMENTS**

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## SCHEDULE B

### PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**NOTE: Upon satisfaction of Requirements, the above item nos. 1-4 will be deleted on the owners Policy to be issued.**

5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

**NOTE: The above exception will not appear on the policies where closing and settlement has been performed by the Company.**

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

**NOTE: Upon satisfactory evidence that the taxes have been paid in full, the above item no. 7 will be amended on the owners policy as follows:**

**“Taxes and assessments for the year 2021 and subsequent years, a lien not yet due and payable.”**

8. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded April 3, 1880 in [Book 59 at Page 95](#).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

NOTE: Affirmative protection against the above item no. 8 will be afforded to the buyer by means of Endorsement 100.33.

9. Easement created by Parcel Map recorded February 15, 1966 at Reception No. [807363](#) and October 25, 1966 at Reception No. [830620](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [3644433](#), September 1, 2020 at Reception No. [3811850](#).

10. Terms, conditions, provisions, agreements and obligations contained in the easement for the purpose of ingress and egress as described in Deed recorded March 6, 1967 as Reception No. [840827](#), and March 8, 1967 as Reception No. [841098](#) and [841099](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [3644433](#), Termination of Easement (portion) recorded April 1, 2020 at Reception No. [3775329](#), and Termination of Easement recorded September 1, 2020 at Reception No. [3811850](#).

11. Oil and Gas Lease recorded March 19, 1982 at Reception No. [487560](#) and any and all assignments thereof or interest therein.

Declaration of Unitization recorded October 14, 1986 at Reception No. [796727](#), and Amended Declaration of Unitization recorded July 15, 1987 at Reception No. [863845](#), and Amended Declaration of Unitization recorded October 31, 1992 at Reception No. [1231404](#).  
Relinquishment of Surface Rights recorded July 12, 2021 at Reception No. [3899180](#).

NOTE: Affirmative protection against the above item no. 11 will be afforded to the buyer by means of Endorsement 100.31.

12. Terms, conditions, provisions, obligations and agreements as set forth in the Notice of Oil and Gas Interests and Surface Use recorded January 23, 2001 at Reception No. [2112331](#).

NOTE: Affirmative protection against the above item no. 12 will be afforded to the buyer by means of Endorsement 100.31.

13. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#).

NOTE: Affirmative protection against the above item no. 13 will be afforded to the buyer by means of Endorsement 100.31.

14. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).

NOTE: Affirmative protection against the above item no. 14 will be afforded to the buyer by means of Endorsement 100.31.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**SCHEDULE B**  
**PART II – Exceptions**  
(Continued)

15. Intentionally Omitted
16. The following matters as shown on the ALTA/NSPS Land Title Survey prepared by Christopher H. McElvain. PLS #36561 for and on behalf of KT Engineering, dated July 2, 2018:
- a) Intentionally Omitted.
  - b) Overhead Electric Lines without the benefit of a recorded easement

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**END OF EXCEPTIONS**

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## AFFIDAVIT AND INDEMNITY AGREEMENT

**TO Heritage Title Company, Inc.** a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

**See Attached Affidavit and Indemnity Agreement Legal Description**

Property Address: 12500 Arapahoe Rd, Lafayette, CO 80026

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Heritage Title Company, Inc. as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Heritage Title Company, Inc., a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**SELLER:**

**SELLER:**

\_\_\_\_\_  
David M. Leiker

**SELLER:**

**SELLER:**

\_\_\_\_\_  
State of Colorado  
County of **Boulder**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on \_\_\_\_\_ by David M. Leiker.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT LEGAL DESCRIPTION**

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

A Tract of Land located in Section 36, Township 1 North, Range 69 W of the 6th P.M., described as follows:

Commencing at the North Quarter Corner; Thence South 89 degrees 39'15" East, along the North line of said Section 36, a distance of 1980 Feet to the True Point of Beginning; Thence South 01 Degrees 11'35" West, 661.80 Feet; Thence North 89 Degrees 48'25" West, 660.00 Feet; Thence North 0 Degrees 11'35" East along the East line of a Tract shown as Tract R-2 on survey recorded in Boulder County on February 15, 1966, Reception No. 807363, A distance of 663.53 Feet to a Point on the North Line of Section 36; Thence South 89 degrees 39'15" East along said North line, a distance of 660.00 feet to the True Point of Beginning, Except any portion thereof lying with the county road,  
County of Boulder,  
State of Colorado.

For informational purposes only: APN: 146536000002

## DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance 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 owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Heritage Title Company, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes 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.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that 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 may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
  - 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: 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 that such mineral estate may include the right to enter and use the property without the surface owner's permission.



Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

# FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

## **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

## **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**Commonwealth Land Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** H0595644-023-CN4-CN

1. **Effective Date:** February 23, 2021 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:

[OEO 2 LLC, a Colorado limited liability company](#)

4. The land referred to in this Title Report is described as follows:

**See Attached Legal Description**

(for informational purposes only) Owens Vacant Land, Lafayette, CO

## **Attached Legal Description**

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 Northeast 1/4 of Section 36, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Commencing at the North 1/4 corner of said Section 36; thence South 00°11'35" West along the centerline of said Section a distance of 1,326.99 feet; thence South 89°48'25" East, a distance of 660 feet to the True Point of Beginning; thence South 89°48'25" East, a distance of 660 feet; thence North 00°11'35" East, a distance of 660 feet; thence North 89°48'25" East, a distance of 660 feet; thence South 00°11'35" West, a distance of 660 feet to the True Point of Beginning, County of Boulder, State of Colorado.

For informational purposes only: APN: 146536000006

## SCHEDULE B

### Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Plat of Survey recorded October 25, 1958 at Reception No. [830620](#), Termination of Easement (Portion) recorded September 1, 2020 at Reception No. [3811850](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [03644433](#).

9. Mineral rights as conveyed by Warranty Deed recorded September 7, 1966 at Reception No. [826252](#) and Quit Claim Deed recorded September 7, 1966 at Reception No. [826253](#), and any and all assignments thereof or interests therein.
10. An easement for ingress and egress along roadway and incidental purposes granted to all owners of record, as set forth in an instrument recorded March 6, 1967 at Reception No. [840827](#), Termination of Easement (Portion) recorded September 1, 2020 at Reception No. [3811850](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [03644433](#).

11. An easement for ingress and egress along roadway and incidental purposes granted to all owners of record, as set forth in an instrument recorded March 8, 1967 at Reception No. [841098](#), Termination of Easement (Portion) recorded September 1, 2020 at Reception No. [3811850](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [03644433](#)

12. An easement for ingress and egress and incidental purposes granted to use of owners of tracts, as set forth in an instrument recorded October 9, 1969 at Reception No. [926741](#).
13. Oil and Gas Lease recorded March 19, 1982 at Reception No. [487554](#), and any and all assignments thereof or interests therein.



NOTE: Affidavit of Lease Extension or Production in connection therewith recorded November 21, 1986 at Reception No. [00806857](#).

14. Terms, conditions, provisions, obligations 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. [00768891](#).
15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right-Of-Way Grant recorded April 3, 1987 at Reception No. [00838683](#).
16. Reservation of oil, gas and other mineral as reserved in Warranty Deed recorded November 7, 1990 at Reception No. [01073012](#), and any and all assignments thereof or interests therein.
17. Terms, conditions, provisions, obligations and agreements as set forth in the Road Maintenance Waiver recorded January 11, 2000 at Reception No. [2013507](#).
18. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#).
19. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).
20. Intentionally Omitted
21. Intentionally Omitted
22. Terms, conditions, provisions, obligations and agreements as set forth in the Wellbore Farmount Agreement recorded October 27, 2015 at Reception No. [03481913](#).
23. Existing leases and tenancies
24. The following matters as disclosed on ALTA/NSPS Land Title Survey prepared by Christopher H. McElvain for and on behalf of KT Engineering, dated July 2, 2018:
  - a) Any loss or damage arising from the fact that the fence lines on or near the perimeter of the Land do not coincide with property lines.
  - b) Any restrictions as to the oil and gas facilities in the Southwest portion of the subject property and also described in Note 10 on said survey.
25. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$2,365,000.00
Trustor/Grantor	OEO 2 LLC, a Colorado limited liability company
Trustee:	Public Trustee of Boulder County
Beneficiary:	Helen Pew Booth Owens and Melvin Paul Owens, Jr.
Recording Date:	November 23, 2020
Recording No:	<a href="#">3835505</a>

#### END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes

no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

**Exhibit C**  
**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## **LIMITATIONS OF LIABILITY**

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

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THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGE



TITLE DEPARTMENT – DELIVERY TRANSMITTAL  
4582 South Ulster St Pkwy, Suite 1300  
Denver, CO 80237  
(303) 476-5800 Fax:

OEO 2, LLC, a Colorado limited liability company  
7353 S. Alton Way Suite A100  
Centennial, CO 80112

File Number: 450-H0609871-023-CN4  
Property Address: Powell/Vacant land, Lafayette, CO  
Policy Number: CO-FFAH-IMP-81306-1-22-H0609871

Dear New Property Owner:

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

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

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

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

Sincerely,

Heritage Title Company, Inc.



## OWNER'S POLICY OF TITLE INSURANCE

*Issued by*

**Commonwealth Land Title Insurance Company**

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

### COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;



- (c) the subdivision of land; or
- (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

#### Commonwealth Land Title Insurance Company

Countersigned:

By:   
Authorized Officer or Agent



By:   
Randy Quirk, President

Attest:   
Michael Gravelle, Secretary

## EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written

instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

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

**5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium

maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

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

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred

by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

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

**11. LIABILITY NONCUMULATIVE**

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

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be

ALTA Owner's Policy (6/17/06)

subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy

provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. 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. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

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

#### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

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

## NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

**(This Notice is Permanently Affixed Hereto)**

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

**C. R. S. A. § 10-1-128 (6)(a).**

**Commonwealth Land Title Insurance Company**

**SCHEDULE A**

Name and Address of Title Insurance Company: **Heritage Title Company, Inc.  
4582 South Ulster St Pkwy, Suite 1300  
Denver, CO 80237**

Policy No.: **CO-FFAH-IMP-81306-1-22-H0609871**

Order No.: **H0609871-023-CN4**

Address Reference: **Powell/Vacant land, Lafayette, CO**

Amount of Insurance: **\$2,200,000.00**

Date of Policy: **February 22, 2022 at 6:00 PM**

1. Name of Insured:  
**OEO 2, LLC, a Colorado limited liability company**
2. The estate or interest in the Land that is insured by this policy is:  
**FEE SIMPLE**
3. Title is vested in:  
**OEO 2, LLC, a Colorado limited liability company**
4. The Land referred to in this policy is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

## EXHIBIT A

### LEGAL DESCRIPTION

#### THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

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

The East half of a tract of land shown as Tract R-7 on survey recorded at Reception No. 807363 being that part of the Northeast quarter of Section 36, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Commencing at the North quarter corner of said Section 36; thence South 00°11'35" West along the North-South centerline of said Section 36, a distance of 1,326.99 feet; thence continuing South 00°11'35" West along said centerline, a distance of 1,326.25 feet to the center of said Section 36; thence South 89°56'20" East along the East-West centerline of said Section 36, a distance of 660 feet to the True Point of Beginning; thence North 00°11'35" East along the West line of a tract of land shown as Tract R-8 on survey recorded at Reception No. 807363, a distance of 1,324.71 feet; thence North 89°48'25" West along the South line of a tract of land shown as Tract R-4 on survey recorded at Reception No. 807363, a distance of 330 feet; thence South 00°11'35" West to the East-West centerline of said Section 36; thence South 89°56'20" East along said East-West centerline, a distance of 330 feet to the True Point of Beginning, County of Boulder, State of Colorado.

For informational purposes only: APN: 146536000011



**SCHEDULE B**  
**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Intentionally Omitted
2. Intentionally Omitted.
3. Intentionally Omitted
4. Intentionally Omitted
5. Intentionally Omitted
6. Intentionally Omitted
7. Taxes and assessments for the year 2022 and subsequent years, a lien not yet due and payable.
8. Intentionally Omitted
9. Intentionally Omitted
10. Oil and Gas Lease recorded March 19, 1982 at Reception No. [487561](#), and any and all assignments thereof or interests therein.

NOTE: Notice of Oil and Gas Interests and Surface Use in connection therewith recorded January 23, 2001 at Reception No. [2112331](#).

NOTE: Request for Notification of Surface Development in connection therewith recorded October 23, 2007 at Reception No. [2890878](#) and December 21, 2007 at Reception No. [2900941](#).

Relinquishment of Surface Rights recorded July 12, 2021 at Reception No. 3899180.

11. Intentionally Omitted



**ENDORSEMENT**  
**Attached to Policy No.: CO-FFAH-IMP-81306-1-22-H0609871**  
**Issued by**  
**Commonwealth Land Title Insurance Company**

The Company insures the Insured against loss which the insured shall sustain by reason of: physical, but not aesthetic damage to improvements existing on the Land at Date of Policy or constructed on the Land after Date of Policy resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals, oil, gas, and coal as shown and excepted in Paragraph 10 in Schedule B, subject, however, to the following terms and conditions:

1. The Insured shall notify the Company promptly in writing in case knowledge shall come to an Insured hereunder of any actual or threatened exercise of the mineral rights.
2. The Company shall have the right, at its cost, to take any action which in its opinion may be necessary or desirable in order for the Company to avoid or minimize the extent of its liability under this endorsement, including, but to limited to, any or all of the following:
  - a. In the Company's own right, or in the name of the Insured for the Company's benefit, to institute, prosecute and pursue to final determination any proceedings at law or in equity, or before any municipal, administrative, or regulatory tribunal or board:
  - b. In the Company's own right, or in the name of the Insured for the Company's benefit, to compel the giving of security bond or undertaking by the person or persons from whom the Insured is entitled by law to such security, bond or undertaking, and in the same amount or amounts to which the Insured would have been so entitled had this endorsement not been issued; and
  - c. to retain or be paid out of any such security, bond or undertaking, or out of any compensation or funds recovered by the Company or the Insured, such amount as will reimburse the Company for all Payments made to the Insured by the Company by reason of the insurance afforded by this endorsement, together with all costs and expenses incurred by the Company in connection therewith, including attorney's fees.
3. No rights, benefits or defenses are intended to or shall be deemed to flow or be made available to any person or Entity other than the Insured by reason of the insurance afforded by this endorsement, and the Insured agrees that all of the Insured's rights and remedies against third parties relating to the subject matter of this endorsement shall be deemed to have remained intact, in the same manner as if this endorsement had not been issued.

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

Dated: **February 22, 2022**

**Commonwealth Land Title Insurance Company**

Countersigned:

By:   
Authorized Officer or Agent



By:

  
President

Attest:

  
Secretary

**ENDORSEMENT**

**Attached to Policy No.: CO-FFAH-IMP-81306-1-22-H0609871**

**Issued by**

**Commonwealth Land Title Insurance Company**

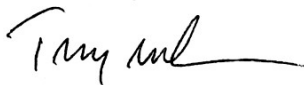
The policy is hereby amended by deleting Paragraph 14 of the Conditions, relating to Arbitration.

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



Dated: **February 22, 2022**

**Commonwealth Land Title Insurance Company**

Countersigned:

By:   
Authorized Officer or Agent



By:   
President  
Attest:   
Secretary

**SCHEDULE A**

**Title Report No.:** 450-HS0801641-412

1. **Effective Date:** April 28, 2022 at 12:00 AM
2. The estate or interest in the land described or referred to in this Title Report is:  
    Fee Simple
3. Title to the estate or interest in the land is at the Effective Date vested in:  
    OEO 2, LLC, a Colorado limited liability company and Bart Schichtel
4. The land referred to in this Title Report is described as follows:  
    SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
    (for informational purposes only) Parkdale Filing No. 4, Erie, CO 80516

**EXHIBIT "A"**  
Legal Description

**PARKDALE FILING NO. 4 FINAL PLAT DESCRIPTION:**

05/09/2022

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 36, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 BEING S 89°56'15" E AND MONUMENTED AS FOLLOWS:

-NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

-CENTER 1/4 CORNER OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

**COMMENCING** AT SAID NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846,

THENCE ALONG THE EAST-WEST CENTERLINE OF SECTION 36 THE FOLLOWING TWO (2) COURSES;

1) S 89°56'15" E A DISTANCE OF 1319.94 FEET TO SAID CENTER 1/4 CORNER OF SECTION 36 TO A POINT BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846;

2) N 89°00'36" E A DISTANCE OF 673.81 FEET TO THE SOUTHWEST CORNER OF TRACT R-8, OF PLAT OF SURVEY BY EUGENE PADON RLS 2065 AND RECORDED AT RECEPTION NO. 807363 (AKA 90807363) SAID POINT ALSO BEING THE **POINT OF BEGINNING**,

THENCE N 00°01'27" E A DISTANCE OF 1335.69 FEET TO THE NORTHWEST CORNER OF SAID TRACT R-8 BEING A FOUND 2" ALUMINUM CAP, UNREADABLE;

THENCE N 89°57'26" E ALONG THE NORTHERLY LINE OF SAID TRACT R-8 A DISTANCE OF 660.05 FEET TO THE NORTHEAST CORNER OF SAID TRACT R-8 BEING A FOUND 2" ALUMINUM CAP, PARTIALLY UNREADABLE, PLS 14083;

THENCE S 00°18'01" E ALONG THE EASTERLY LINE OF SAID TRACT R-8 A DISTANCE OF 1324.66 FEET TO THE SOUTHEAST CORNER OF SAID TRACT R-8, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP, RLS 4846;

THENCE S 89°00'36" W ALONG SAID EAST-WEST CENTERLINE OF SECTION 36 A DISTANCE OF 667.65 FEET TO THE **POINT OF BEGINNING**

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 882,982 SQUARE FEET, OR 20.2705 ACRES MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY KT ENGINEERING

## SCHEDULE B Exceptions

1. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded April 3, 1880 in [Book 59 at Page 95](#) .
2. Easements, notes, covenants, restrictions and rights-of-way as shown on the Plat of Survey recorded February 15, 1966 at Reception No. [807363](#) .
3. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Deed recorded March 6, 1967 at Reception No. [840827](#) , Termination of easement recorded May 4, 2021 at Reception No. [3882208](#).
4. Oil and Gas Lease recorded March 19, 1982 at Reception No. [487552](#) , and any and all assignments thereof or interests therein, Relinquishment of Surface Rights recorded July 12, 2021 at Reception No. [3899180](#).
5. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#) .
6. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification recorded December 21, 2007 at Reception No. [2900941](#) .
7. Terms, conditions, provisions, agreements and obligations contained in the Agreement for Repair to an Onsite Wastewater Treatment System (OWTS) recorded July 13, 2016 at Reception No. [03529972](#) .
8. Reservations, which also contains a relinquishment language, of all rights title and interest in and to all oil, gas, or mineral or oil, gas or mineral rights on or under the property in Special Warranty Deed recorded May 4, 2021 at Reception No. [3882209](#).

### END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

## EXHIBIT "B"

### LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR

## **EXHIBIT "B"**

(continued)

ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## **LIMITATIONS OF LIABILITY**

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

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IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.



## **LIMITATIONS OF LIABILITY**

(continued)

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

**Commonwealth Land Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** H0595646-023-CN4-CN

1. **Effective Date:** August 5, 2021 at 8:00 A.M.

2. The estate or interest in the land described or referred to in this Title Report is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:

[OEO 2, LLC, a Colorado limited liability company](#)

4. The land referred to in this Title Report is described as follows:

**See Attached Legal Description**

(for informational purposes only) 771 Columbine Court, Erie, CO

## **Attached Legal Description**

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

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 centerline of said Section 36, a distance of 666.99 feet to the True Point of Beginning; thence continuing along said centerline, a distance of 660 feet; thence South 89°48'25" East along the North line a distance of 660 feet; thence North 0°11'35" East, 660 feet; thence North 89°48'25" West along the South line, a distance of 660 feet to the True Point of Beginning,  
County of Boulder, State of Colorado.

For informational purposes only: APN: 146536000005

## SCHEDULE B

### Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.
8. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under the land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded April 3, 1880 in [Book 59 at Page 95](#).
9. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Plat of Survey recorded October 25, 1958 at Reception No. [830620](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [03644433](#).

10. Mineral rights as conveyed by Warranty Deed recorded Quit Claim Deed recorded September 7, 1966 at Reception No. [826253](#), and any and all assignments thereof or interests therein.
11. An easement for ingress and egress along roadway and incidental purposes granted to all owners of record, as set forth in an instrument recorded March 6, 1967 at Reception No. [840827](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [03644433](#).

12. An easement for ingress and egress along roadway and incidental purposes granted to all owners of record, as set forth in an instrument recorded March 8, 1967 at Reception No. [841098](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [03644433](#).

13. An easement for ingress and egress along roadway and incidental purposes granted to all owners of record, as set forth in an instrument recorded March 8, 1967 at Reception No. [841099](#).

NOTE: Termination of Easement in connection therewith recorded March 9, 2018 at Reception No. [03644433](#).

14. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Grant recorded April 3, 1987 at Reception No. [838684](#).
15. Oil and Gas Lease recorded March 19, 1982 at Reception No. [487558](#), and any and all assignments thereof or interests therein, Relinquishment of Surface Rights recorded July 12, 2021 at Reception No. [3899180](#).

NOTE: Affidavit of Production in connection therewith recorded November 21, 1986 at Reception No. [806852](#).

NOTE: Amended Declaration of Unitization in connection therewith recorded October 21, 1992 at Reception No. [1231404](#).

16. Reservation of all rights in and to the Morrison lateral ditch as set forth in Warranty Deed recorded May 1, 1986 at Reception No. [756385](#).
17. An easement for utility lines and incidental purposes granted to Public Service Company of Colorado, as set forth in an instrument recorded May 3, 2005 at Reception No. [2684896](#).
18. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#).
19. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).
21. Intentionally Omitted
22. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded August 20, 2018 at Reception No. [03671973](#).
23. Intentionally Omitted
24. Intentionally Omitted
20. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$500,000.00
Trustor/Grantor	OEO 2, LLC, a Colorado limited liability company
Trustee:	Public Trustee of Boulder County
Beneficiary:	John Spiers and Roszi Spiers
Recording Date:	July 14, 2021
Recording No:	<a href="#">3899594</a>

#### END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Heritage Title Company, Inc. by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company, Inc. assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company, Inc. and fully paid for and the insured under said policy or policies and party to whom this report was issued have no

knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Heritage Title Company, Inc. within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.

**Exhibit C**  
**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

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**pcs group inc.** [www.pcsgroupco.com](http://www.pcsgroupco.com)

community design | entitlement | site design | landscape architecture | community imaging

Mr. Audem Gonzales  
Town of Erie - Community Development  
645 Holbrook, - PO Box 750  
Erie, CO 80516

March - 2021

RE: Parkdale North - Annexation Submittal Fee

Per the land use application please find enclosed with this application a check for the following submittal fee.

Annexation Major (10 plus acres) - \$4,000

Sincerely,

*John Prestwich*

John Prestwich - President, PCS Group, Inc. - RLA