

SURFACE USE AGREEMENT AND GRANT OF EASEMENT AND RIGHT OF WAY

This Surface Use Agreement and Grant of Easement and Right-of-Way ("Agreement") is entered into and effective this 2nd day of July, 2018 by and between OEO, LLC, a Colorado limited liability company ("Owner"), whose address is 7353 S. Alton Way, Suite A-100, Centennial, CO 80112, and Extraction Oil & Gas, Inc. ("Operator"), with offices at 370 17th Street, Suite 5300, Denver, CO 80202 sometimes referred to each as a "Party," or collectively as the "Parties."

WITNESSETH:

For and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **OWNERSHIP.** Owner is the surface owner of certain lands more particularly described as follows:

Township 1 North, Range 69 West of the 6th P.M.
Section 36
Boulder County, Colorado

As more particularly described on Exhibit A, attached hereto and incorporated herein. (the "Lands").

Operator, or its affiliates, owns a working interest, leasehold interest, or other interest under certain oil and gas leases covering all or portions of the Lands, or lands pooled or included in a spacing unit therewith, or lands adjacent thereto (the "Lease," or "Leases").

2. **OIL AND GAS OPERATIONS ON THE LANDS.**

A. Operator desires to drill, complete, operate, produce and maintain oil or gas wells (the "Wells") on the Lands or the Leases, the subsurface locations of which may be under lands other than the Lands. In order for Operator, its agents, consultants, successors or assigns to explore, permit, survey, obtain consents and waivers, develop, drill, construct, complete, recompleat, produce, maintain, rework, equip, deepen, stimulate, re-stimulate, assess, evaluate, inspect, test, update, upgrade, operate, secure, and transport production from the Wells and all facilities associated therewith including, but not limited to, access roads (including existing roads on the Lands) ("Access Roads" as depicted on Exhibit A, attached hereto and incorporated hereby), pipelines, infrastructure, equipment, surface appurtenances and production facilities including but not limited to emission control devices, vapor recovery towers, vapor recovery units, flowlines, gathering lines, transmission lines, temporary above ground water lines, temporary above ground completion fluid pipelines, gas lift lines, meters and housing, separators, tank batteries, MLVTs, LACT units, electrical lines, utility lines and any other facilities or property necessary for Operator to conduct operations on the Wells (each a "Facility," collectively, the "Facilities"), Owner recognizes it is necessary that Operator, its agents, consultants, successors or assigns enter and utilize a portion of the Lands in order to operate and maintain the Wells and Facilities. Owner and Operator desire to mitigate any surface damage to the Lands and to set forth their agreements with respect to future operations on the Lands, to accommodate operations and development of the surface, and to provide for cooperation between the Parties and the mutual enjoyment of the Parties' respective rights in and to the Lands. This Agreement along with the Parties' Development Agreement (the "Development Agreement")

and Right-of-Way and Easement Grant (the "ROW"), executed on an even date herewith, sets forth the Parties' rights and obligations regarding the development and use of the Lands by Owner and operations conducted by Operator.

3. SURFACE EASEMENT AND RIGHT-OF-WAY; SUBSURFACE EASEMENT.

A. Owner hereby grants, assigns, and conveys, subject to Owner's rights and privileges set forth in this Agreement, the Development Agreement and the ROW, to Operator, its successors and assigns and each of their agents, employees, contractors and subcontractors, a perpetual, exclusive easement and right-of-way on, over, across, and through the Oil and Gas Operations Area, more particularly described on Exhibit A, attached hereto (the "OGOA"), for the purpose of drilling, completing, operating, securing, producing, evaluating, deepening, reworking, equipping, maintaining, plugging and abandoning of Wells, constructing, using and maintaining Access Roads and locating, constructing, entrenching, operating, maintaining, repairing, altering, replacing and removing the Facilities and all necessary appurtenant facilities, for the purposes specified in this Agreement including ingress and egress from the Facilities across the Lands.

B. Owner grants Operator the right to drill, complete, operate and maintain Wells within the OGOA that produce oil, natural gas, produced liquids, and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands.

C. Subject to the terms and conditions of this Agreement, Owner hereby grants to Operator, its successor and assigns, an exclusive temporary easement on and under the "Water Tank Easement Area", as depicted on Exhibit A, pursuant to which Operator is permitted to conduct the following, and only the following, activities within the Water Tank Easement Area: constructing, installing, operating, inspecting, maintaining, repairing, replacing, modifying, and removing tanks, including MLVTs, for the storage and transportation of water, but not for the storage or transportation of any flow-back or produced water. Such exclusive temporary easement shall extend for a period of one year from the date that Operator receives all applicable state, local and/or municipal approvals for the operations contemplated herein. In the event that Owner requires access to the Water Tank Easement Area, Owner shall request consent to access the Water Tank Easement Area from Operator, and Operator shall not unreasonably withhold such consent but may condition Owner's access upon supervision by Operator.

D. Owner further grants Operator a subsurface easement through the Lands for the purpose of drilling, completing, operating, re-stimulating, reworking and maintaining oil and gas wells that may produce and drain oil, natural gas, produced liquids and associated hydrocarbons from lands other than the Lands and lands pooled with the Lands. Except as set forth in the ROW and as to the OGOA and Water Tank Easement Area, this subsurface easement shall exclude and Operator is prohibited from entering or crossing the subsurface of the Lands shallower than 500 feet from the surface.

E. Owner further grants Operator the right to gather to the Lands and transport from the Lands oil, natural gas, produced liquids and associated hydrocarbons produced from the Lands and lands other than the Lands and lands pooled with the Lands, and to transfer/assign such right to a third-party gatherer.

F. In exchange for the right to use the Lands as described in this Agreement, the Development Agreement and the ROW, Operator hereby relinquishes and waives all rights to the surface, and the subsurface to a depth of 500 feet, of the Lands except to the extent expressly provided for in this Agreement, the Development Agreement and the ROW.

4. LOCATION/OIL AND GAS OPERATIONS AREA.

The locations of Wells, the Access Roads to the Well sites and Facilities to be constructed on the Lands are depicted on OGOA. Material changes to the OGOA may be made by Operator only with the prior written consent of Owner, which shall not be unreasonably withheld provided that such changes will not unduly interfere with Owner's existing use of the Lands. It is also understood and agreed that additional Access Roads and Facilities located outside of the OGOA may be necessary for Operator's activities and in these circumstances Owner and Operator agree to negotiate in good faith in an effort to designate a mutually agreeable location for said Access Roads and Facilities.

5. RIGHTS-OF-WAY.

Simultaneous with the execution of this Agreement, the Parties shall enter into a separate right-of-way agreement that sets forth the terms by which Operator may install lines, which may include but are not limited to oil and gas flow lines, pipelines, gathering lines, telecommunication lines, electric lines, and water lines (together the "Lines") that facilitate Operator's oil and gas operations on the Lands and lands other than the Lands and lands pooled with the Lands.

6. CONDUCT OF OPERATIONS.

Operator's operations on the Lands will be conducted pursuant to the terms of the Leases, this Agreement, the rules and regulations of the Colorado Oil & Gas Conservation Commission ("COGCC"), applicable Colorado statutes and case law, and any applicable federal statutes and case law. This Agreement does not create in Owner a private right to enforce the rules and regulations of the COGCC. Operator will endeavor to diligently pursue drilling operations to minimize the total time period and to avoid rig relocations or startup during the course of drilling. Owner waives any objections to continuous (i.e., 24-hour) drilling operations.

7. ADDITIONAL SURFACE USE PROVISIONS, ACCESS ROADS, AND FACILITIES.

With respect to its operations on the Lands, Operator and Owner will comply with the following provisions:

A. Access Roads:

(i) Owner shall provide Operator with reasonable continuous access to the Lands, Wells, Facilities and all associated oil and gas operations, equipment and areas associated therewith.

(ii) Operator will maintain all Access Roads in good repair and condition, and in accordance with COGCC regulations, state laws, and other applicable regulatory or statutory frameworks.

B. Surface Restoration:

Upon permanent cessation of Operator's operations on the Lands, all areas thereof occupied or utilized by Operator will be restored by Operator to their condition immediately prior to operations as nearly as is reasonably practicable, and according to COGCC regulation.

C. Impact Mitigation and Production Facilities:

(i) Except as provided in subsection 7.C(ii)(a), Owner, at its sole cost and expense and with the consent of Operator (not to be unreasonably withheld), may install such noise and visual impact mitigation measures it desires around the OGOA that are in excess of or in addition to those measures that are required by COGCC or local rules and regulations.

(ii) With respect to the OGOA:

- (a) Operator shall install and maintain, at its sole cost and expense, all fences around Wells in compliance with COGCC rules and regulations and local rules and regulations in effect at the time Operator files an application for a permit to drill with the COGCC. The fence material may be upgraded at Owner's option so long as the upgrade complies with COGCC and local rules and regulations, Operator consents to such upgraded fence, and Owner pays the difference in cost between the upgraded fence and the one that Operator would otherwise install. Operator shall give Owner fifteen (15) days advance notice that it intends to install the fence. Operator shall not unreasonably refuse Owner's request to upgrade the fence material.
- (b) Operator shall install and maintain, at its sole cost and expense, all gates and locks reasonably necessary for the security of Wells or Facilities within the OGOA. Such gates and locks shall be the standard gates and locks used by Operator.
- (c) Operator shall paint production facilities for wells, including wellhead guards, with paint that is approved by the COGCC and reasonably acceptable to Owner.

D. Other:

(i) Operator will install culverts on the OGOA that may be necessary to maintain drainage and irrigation in a manner equivalent to conditions upon the OGOA immediately prior to operations as nearly as is reasonably practicable.

(ii) If by reason of the negligence of the Operator in the conduct of its operations pursuant to this Agreement or the Leases, there is damage to personal property of the Owner, including, but not limited to, irrigation wells, fences, culverts, bridges,

pipelines, ditches, or irrigation systems, and for which Owner has not been previously compensated under this Agreement, Operator will repair or replace such items after consultation with and to the reasonable satisfaction of the Owner and shall compensate Owner for any direct economic damages suffered as a result of such damage. Owner will notify Operator of any items damaged after the Wells have been drilled and completed and Operator will repair or replace such items within 30 days of notice, unless otherwise agreed to by the Owner and Operator.

(iii) Operator agrees that all trash, refuse pipe, equipment, liquids, chemicals, or other materials brought on the Lands that are not necessary for continued operations of the Wells will be removed and disposed away from the Lands no later than 30 days after the completion of the Wells. No such items will be burned or buried on the Lands.

(iv) During drilling operations, the well sites and any pits shall be fenced if requested by Owner. Additionally, the well sites shall be kept free and clear of all noxious weeds, unsightly growth and trash either during drilling operations or after completion and production.

(v) Operator agrees to fence off the perimeter of the well sites, the OGOA or both with temporary fencing if reasonably requested by Owner. Operator will also install cattle guards or gates where reasonably necessary.

(vi) Owner shall approve, execute, and/or consent to any permit required by the COGGC or other municipality required in order for Operator to conduct the oil and gas operations contemplated in this Agreement.

(vii) From the Effective Date until December 31, 2019, Owner shall not construct or initiate construction activities for any home, residence, or other building, foundation or structure upon the lots identified on Exhibit A as being within a five hundred foot (500') buffer zone from the OGOA.

8. DEFAULT AND RIGHT TO CURE.

In the event of alleged default by, in obligations to be performed, or any other terms, conditions or covenants of this Agreement, Owner will notify Operator, by certified mail, return receipt requested, of the alleged default. Operator will have 60 days from receipt of the written notification in which to dispute or otherwise respond to the notification before Owner may pursue other remedies of the alleged default. If Operator cures the alleged default within 60 days of Owner's notice, or if the alleged default is of a nature that cannot be cured within 60 days, then if Operator commences curing the alleged default within that 60-day period and diligently pursues such cure, then no default shall be deemed to have occurred. Nothing in this paragraph shall relieve Operator of its obligation to cure the default and to reimburse Owner for its economic damages resulting from such default.

Except as otherwise agreed in writing, no waiver by Owner of any breach by the Operator of any of its obligations, agreements, or covenants hereunder will be deemed to be a waiver of any subsequent or continuing breach of the same, nor will any forbearance by Owner to seek a remedy for any breach by the Operator be deemed to be a waiver by Owner of its rights or remedies with respect to such breach.

Any damages awarded to either party under this Agreement shall be limited to only the actual damages incurred by such party, and neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages in tort or in contract, or under any legal theory, and all such damages are hereby excluded and waived by the Parties and the exercise of the rights of any party hereunder.

9. INDEMNITY/RELEASE.

Except as otherwise provided herein or in the Development Agreement, Owner hereby releases and agrees to hold harmless Operator, its agents, successors and assigns from any and all liability and further payment, other than what has been provided in this Agreement, for damages on the Lands which arise from, out of or in connection with the Operator's operations on the Lands, but only as to those operations described in and permitted by this Agreement.

Operator hereby releases and agrees to hold harmless Owner from any and all liability arising from Owner's non-negligent operations on the Lands.

Operator agrees to indemnify and hold Owner harmless from any and all claims, damages and causes of action arising out of and caused by Operator's operations on the Lands that may be asserted by any of Operator's agents, employees, subcontractors, contractors or persons entering upon the Lands at the request of Operator; with the exception of any claims, damages, and causes of action that arise from Owner's gross negligence or willful and wanton misconduct.

10. WAIVER OF COGCC NOTICES AND OTHER REGULATORY MATTERS.

A. Owner hereby waives the following notices and consultations:

- (i) Rule 305.c.(1): Oil and Gas Location Assessment Notice;
- (ii) Rule 305.c.(2): Buffer Zone Notice;
- (iii) Rule 305.f.: Statutory Notice to Surface Owners;
- (iv) Rule 305.h.: Move-In, Rig-Up Notice;
- (v) Rule 306.a.: Surface Owner Consultation and Meeting Procedures;
- (vi) Rule 305.f.(4): Notice of Subsequent Operations; and
- (vii) Any other notice or consultation requirements of the COGCC.

B. Owner shall not object or protest any Application for Permit to Drill (Form 2) and Oil and Gas Location Assessment (Form 2A) filed by Operator with the COGCC. Subject to this Agreement, Owner agrees to allow Operator to locate the Wells and Facilities anywhere on the Lands.

C. Operator shall not object in any forum to a request by Owner to zone, rezone, plat or replat all or any portion of the Lands to extent such request is consistent with this Agreement or the Development Agreement.

D. Owner hereby waives any right granted by COGCC rule to comment on the Form 2A, to request an extension of the comment period, to request an onsite inspection pursuant to COGCC policy, and to appeal the approval and issuance of the Form 2A, and any related Form 2.

E. Owner shall not oppose Operator, its agents, consultants, attorneys, successors and assigns in any COGCC or other administrative or any state or local governmental proceedings related to Operator's operations, including but not limited to permitting, formation of drilling units, well spacing, well density, pooling, drilling, completion, stimulation, re-stimulation, workovers, deepening and recompleting, provided that Operator's position and contemplated undertakings in such proceedings are consistent with this Agreement. Owner will provide Operator, its agents, consultants, attorneys, successors and assigns with any and all written support they may reasonably require to obtain permits from the COGCC or other applicable governmental body.

F. Owner understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units, occupied buildings, and surface property lines, among other things. Owner hereby waives its right to object to the location of any Well, Access Roads and Facilities on the basis of setback requirements in the rules and regulations of the COGCC, including, but not limited to, the 150 foot setback from surface property lines and other requirements of rules 603.a.(2), and 604.a, except that the Parties intend to rely upon one or more exceptions of rule 604.b of the rules and regulations of the COGCC relating to property lines and urban mitigation areas or designated outside activity areas, as those terms may change or be defined and amended from time to time. For the operations contemplated by this Agreement, Owner hereby waives the Exception Zone, Buffer Zone, Urban Mitigation Area, and High Occupancy Building setback distances, as required by COGCC rules and regulations.

G. Subject to the restriction on Well location in this Agreement, Owner grants consent to locate the Wells greater than 50 feet from an existing well pursuant to COGCC Rule 318A.c and Owner grants consent to locate Wells outside of the GWA windows as defined in COGCC Rule 318A.a.

H. The Parties agree that this Agreement may be used to demonstrate Owner's consent with regard to any permit required for the Wells, Facilities, and related operations described herein or to obtain a waiver, exception location, or variance from the COGCC or from any local jurisdiction.

11. NOTICES.

Subject to the terms, conditions, and covenants of this Agreement, written Notice by either Party will be promptly served to the other Party by United States mail, postage prepaid and addressed to either Party, or to such other place as either Party may from time to time designate by notice to the other, at the following addresses:

Owner
OEO, LLC
7353 S. Alton Way, Suite A-100
Centennial, CO 80112
Phone: (303) 345-0137

Operator
Extraction Oil & Gas, Inc.
370 17th Street, Suite 5300
Denver, CO 80202
Phone: (720) 557-8300
Attn: Surface Land Department

Owner agrees to notify any surface tenant or other third party that may be affected by Operator's operations on the Lands and Owner may allocate the payments made hereunder with such surface tenant as mutually agreed upon between themselves. Neither this Agreement nor any operations arising hereunder shall create any rights, obligations or liability between Operator and such third parties.

12. ADVICE TO TENANTS.

Owner agrees to contact any and all tenants of the Lands or any other third parties utilizing the surface of the Lands that may be affected by Operator's activities on the OGOA. It will be Owner's sole responsibility to advise such third parties of the existence of this Agreement.

13. BINDING EFFECT.

The terms, conditions, covenants, and provisions of this Agreement will inure to the benefit of and will be binding upon the Parties hereto, their respective heirs, agents, representatives, successors or assigns.

14. RECORDING.

The Parties agree that either Owner or Operator may record this Agreement in the real estate records of the county in which the Lands are located.

15. ENTIRE AGREEMENT.

Except for the Development Agreement and the ROW, this Agreement contains the entire agreement between the Parties and may not be modified orally or in any other manner other than by written agreement signed by all Parties or their successors or assigns.

16. REASONABLE ACCOMMODATION.

Owner and Operator acknowledge that uses and operations upon the Lands by Operator under this Agreement are in full satisfaction of the requirement that Operator conduct its oil and gas operations in a manner that accommodates Owner. Owner and Operator further acknowledge that Operator's uses and operations upon the Lands as provided herein constitute "Reasonable Accommodation" by Operator, its agents, consultants, successors and assigns as provided for under Colorado Revised Statute 34-60-127.

17. TERMINATION.

This Agreement will terminate concurrently with the Leases as they relate to Operator's or its affiliates' rights to explore, drill, and produce oil, natural gas, and associated hydrocarbons from the Lands or lands pooled or unitized therewith or as otherwise provided herein. No act or failure to act on the part of the Operator shall be deemed to constitute an abandonment or surrender of this Agreement or of any part of it, except upon recordation by Operator of an instrument specifically terminating this Agreement. In the event that a moratorium or a restrictive governmental law, rule or regulation prevents a Party from performing the operations herein described, this Agreement shall be extended for such period of time that the moratorium or restrictive governmental law or regulation is in place. Notwithstanding the termination of this Agreement, Operator may access the Lands to plug and abandon the Wells and to

reclaim the Lands as provided in this Agreement and the Leases and for such other purposes as necessary to comply with any law, rule, or regulation governing Operator's operations.

18. COUNTERPARTS.

This Agreement may be executed by facsimile or electronic mail, in counterparts, each of which will be considered an original and enforceable against either Party.

19. GOVERNING LAW AND VENUE.

This Agreement will be governed by, construed and enforced in accordance with the laws of Colorado. Venue shall be deemed to be in the county where the Lands are located.

20. AUTHORITY OF SIGNATORIES.

The signatories below declare, warrant and represent that they have the authority to enter into this Agreement on behalf of their respective principals, if any.

21. SUCCESSORS.

This Agreement constitutes an easement, right-of-way, and covenant running with the Lands and will be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective agents, consultants, affiliates, administrators, trustees, heirs, executors, successors or assigns. Owner will provide a copy of this Agreement to any potential successor or assign of Owner prior to the closing of any sale of all or any portion of the Property. In addition, Owner agrees to expressly reference on any annexation, subdivision plat, planned unit development or other land use designation for which Owner may apply to put successors or assigns on notice that the Property is subject to this Agreement.

22. ATTORNEYS' FEES.

If any action or proceeding is instituted by either party for enforcement or interpretation of any term or provision of this Agreement, the prevailing party pursuant to a final judgment of a court of competent jurisdiction shall recover from the other party, and the other party shall pay, the prevailing party's reasonable attorneys' fees and costs as determined by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first written above.

(The remainder of this page is intentionally left blank).

ACKNOWLEDGMENTS

Operator:
Extraction Oil & Gas, Inc.

By: [Signature]
Name: Math Owens

Title: President

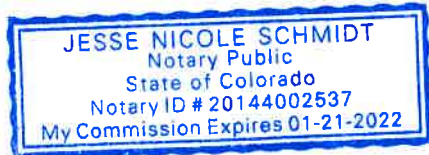
STATE OF Colorado)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me on this 2nd day of July, 2018, by Christopher Elliott.

Witness my hand and official seal.

My commission expires: 1/21/2022

(SEAL)



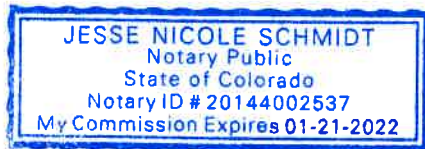
STATE OF COLORADO)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me on this 2nd day of July, 2018, by Math Owens, acting as President on behalf of Extraction Oil & Gas, Inc.

Witness my hand and official seal.

My commission expires: 1/21/2022

(SEAL)



Owner:
OEO, LLC

By: [Signature]
Name: Christopher Elliott

Title: Manager

[Signature]
Notary Public

[Signature]
Notary Public

EXHIBIT A
[LANDS, OGOA, and ACCESS ROAD]

PARKDALE FINAL PLAT DESCRIPTION:

6/22/18

A PARCEL OF LAND LOCATED IN 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 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 SAID NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, BEING A FOUND 2 5" ALUMINUM CAP, RLS 4846,

THENCE ALONG THE EAST-WEST CENTERLINE OF SAID 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 1341.46 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 36, BEING A FOUND 2 5" ALUMINUM CAP, RLS 4846;

THENCE N 00°18'01" W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 36 A DISTANCE OF 1323.17 FEET TO THE NORTHWEST CORNER OF TRACT R-9 OF A PLAT OF SURVEY RECORDED AT RECEPTION NO. 90807363, BEING A FOUND 1.25" ORANGE PLASTIC CAP ON A NO. 5 REBAR, PLS 36561;

THENCE N 89°59'59" E ALONG THE NORTHERLY LINE OF SAID TRACT R-9 A DISTANCE OF 659.84 FEET TO THE NORTHWEST CORNER OF TRACT A, BLOCK 1, MUHR SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 03235164, BEING A FOUND 1.5" ALUMINUM CAP, PLS 25614;

THENCE S 00°00'51" E ALONG THE WESTERLY LINE OF SAID TRACT A, BLOCK 1 AND THE WESTERLY LINE OF LOT 1, BLOCK 1 OF SAID MUHR SUBDIVISION A DISTANCE OF 1321.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, BEING A FOUND 1.5" ALUMINUM CAP ON A NO. 5 REBAR, PLS 28283;

THENCE S 68°15'16" E ALONG THE SOUTHERLY LINE OF SAID LOT 1, BLOCK 1 A DISTANCE OF 421.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON RAILROAD AS DESCRIBED IN BOOK 113, PAGE 407, SAID RIGHT-OF-WAY LINE ALSO DESCRIBED IN A DEED RECORDED AT RECEPTION NO. 551020, SAID POINT BEING A FOUND 1.25" ORANGE PLASTIC CAP ON A NO. 5 REBAR, PLS 36561,

THENCE ALONG SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S 23°55'02" W 413.13 FEET, A RADIUS OF 5450.80 FEET, AN ARC OF 413.22 FEET, AND A DELTA OF 04°20'37" TO A POINT BEING A FOUND 1.25" ORANGE PLASTIC CAP ON A NO. 5 REBAR, PLS 36561;

THENCE S 26°13'11" W ALONG SAID WESTERLY RAILROAD RIGHT-OF-WAY LINE A DISTANCE OF 525.34 FEET TO A POINT BEING A FOUND 1.25" ORANGE PLASTIC CAP ON A NO. 5 REBAR, PLS 36561;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE DESCRIBED IN A DEED RECORDED AT RECEPTION NO. 551020 ALONG A CURVE TO THE RIGHT HAVING A CHORD OF S 46°29'50" W 461.81 FEET, A RADIUS OF 666.26 FEET, AN ARC OF 471.59 FEET, AND A DELTA OF 40°33'18" TO A POINT ON THE NORTHERLY BOUNDARY OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 1059115.

THENCE ALONG SAID BOUNDARY RECORDED AT RECEPTION NO. 1059115 THE FOLLOWING FOUR (4) COURSES:

- 1) N 89°44'25" E A DISTANCE OF 219.91 FEET TO A POINT BEING A FOUND 1 25" ORANGE PLASTIC CAP ON A NO. 5 REBAR, PLS 36561.
- 2) S 28°59'44" W A DISTANCE OF 83.70 FEET TO A POINT BEING A FOUND 1 25" ORANGE PLASTIC CAP ON A NO. 5 REBAR, PLS 36561.
- 3) S 89°36'29" W A DISTANCE OF 371.00 FEET TO A POINT BEING A FOUND 1 25" ORANGE PLASTIC CAP ON A NO. 5 REBAR, PLS 36561.
- 4) S 26°47'29" W A DISTANCE OF 1320.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 7 (AKA BASELINE ROAD), BEING A FOUND 1 25" ORANGE PLASTIC CAP ON A NO. 5 REBAR, PLS 36561.

THENCE S 89°36'29" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 850.33 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36;

THENCE N 00°20'01" W ALONG SAID WEST LINE A DISTANCE OF 1241.06 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, BEING A FOUND 2.5" ALUMINUM CAP AS AN 11' WITNESS CORNER, RLS 4846,

THENCE N 89°49'19" W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 1319.99 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, BEING A FOUND 1 5" ALUMINUM CAP, RLS 4846,

THENCE N 00°14'20" W ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 664.52 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 1147886, BEING A FOUND 1 5" ALUMINUM CAP ON NO. 5 REBAR, RLS 4846;

THENCE S 89°50'01" W ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 1147886 AND ALONG THE NORTHERLY LINE OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 2377724 A DISTANCE OF 1322.37 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36;

THENCE N 00°12'21" W ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 654.37 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 36, BEING A FOUND 3.25" ALUMINUM CAP, RLS 4846 IN RANGE BOX;

THENCE N 00°27'02" W ALONG WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 1344.97 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, BEING A FOUND 2" ALUMINUM CAP AS A 30' WITNESS CORNER, PLS 28273;

THENCE S 89°58'46" E ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36 A DISTANCE OF 1332.28 FEET THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 36, BEING A FOUND 2" ALUMINUM CAP, PLS 28273;

THENCE S 00°04'29" W ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 36 A DISTANCE OF 1345.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 9,516,935 SQUARE FEET, OR 218.4788 ACRES MORE OR LESS

I, CHRISTOPHER H. McELVAIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

CHRISTOPHER H. McELVAIN, P.L.S. NO. 36561
FOR AND ON BEHALF OF KT ENGINEERING LLC



LAND DESCRIPTION:

6/20/18

SHEET 1 OF 2

PENER MINOR TRACT A & THERO

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 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 WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 BEING N 00°18'39" W AND MONUMENTED AS FOLLOWS:

-NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, BEING A FOUND 3.5" ALUMINUM CAP PLS 13155 IN RANGE BOX PER COLORADO MONUMENT RECORDED DATED 3-30-08

-SOUTHWEST CORNER OF SECTION 36 BEING A FOUND 2.5" ALUMINUM CAP PLS 28658 IN RANGE BOX PER COLORADO MONUMENT RECORD DATED 12-2-93

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36,

THENCE N 89°45'33" E ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 1322.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 ;

THENCE S 89°49'19" E ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 182.64 FEET TO A POINT ON THE SOUTHERLY LINE OF A 50 FOOT WIDE PARCEL RECORDED AT RECEPTION NO. 3616070;

THENCE S 86°59'11" E A LONG SAID SOUTHERLY PARCEL LINE A DISTANCE OF 1139.24 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36;

THENCE S 00°20'01" E ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 8.63 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 1143 AT PAGE 504;

THENCE N 87°03'19" W ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1143 AT PAGE 504 AND THE NORTHERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NUMBER 781619 AND THE EXTENSION THEREOF A DISTANCE OF 992.94 FEET;

THENCE S 00°00'00" E A DISTANCE OF 680.81 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 749256;

THENCE S 89°36'44" W ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 749256 AND THE EXTENSION THEREOF BEING THE NORTHERLY LINES OF THOSE PARCELS OF LAND RECORDED AT RECEPTION NUMBERS: 3506623, 36573000, 3222737 AND 3059458 A DISTANCE OF 1320.68 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND RECORDED AT RECEPTION NUMBER 3059458 SAID POINT ALSO BEING ON THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 1916822;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 1916822 THE FOLLOWING TWO (2) COURSES:

1) N 00°20'16" W A DISTANCE OF 4.50 FEET;

2) S 89°36'44" W A DISTANCE OF 327.00 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36;

LAND DESCRIPTION:

6/20/18

SHEET 2 OF 2

PENER MINOR TRACT A & THERO

THENCE N 00°18'39" W ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36 A DISTANCE OF 700.00 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 1,165,409 SQUARE FEET, OR 26.7541 ACRES MORE OR LESS.

I, CHRISTOPHER H. McELVAIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

CHRISTOPHER H. McELVAIN, P.L.S. NO. 36561
FOR AND ON BEHALF OF KT ENGINEERING LLC



LAND DESCRIPTION

SHEET 1 OF 4

BNSF PARCEL 1 REV-2 9.14.17 CHM

A PARCEL OF LAND LOCATED IN 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 WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36 BEING N 00° 11' 12" E 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

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

POINT OF COMMENCEMENT (POC) AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36,

THENCE S 51° 42' 02" E A DISTANCE OF 145.92 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THAT RAILROAD RECORDED AT B149 P470 AND B149 P267 AND THE POINT OF BEGINNING (POB);

THENCE ALONG THE EASTERLY, SOUTHERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RECORDED AT B149 P470 AND B149 P267 THE FOLLOWING THIRTEEN (13) COURSES:

- 1) S 26° 47' 29" W A DISTANCE OF 58.55 FEET,
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 06° 23' 50", A RADIUS OF 750.00 FEET, AN ARC LENGTH OF 83.74 FEET, AND WHOSE LONG CHORD BEARS S 89° 48' 55" W FOR A DISTANCE OF 83.70 FEET;
- 3) N 86° 59' 11" W A DISTANCE OF 333.47 FEET,
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 67° 02' 57", HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 848.42 FEET, AND WHOSE LONG CHORD BEARS S 32° 03' 30" E FOR A DISTANCE OF 800.83 FEET;
- 5) S 26° 13' 11" W A DISTANCE OF 154.73 FEET,
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 100° 28' 03", HAVING A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 1183.60 FEET, AND WHOSE LONG CHORD BEARS N 36° 45' 09" W FOR A DISTANCE OF 1037.69 FEET.
- 7) N 86° 59' 11" W A DISTANCE OF 2059.44 FEET,
- 8) N 00° 14' 20" W A DISTANCE OF 50.03 FEET,
- 9) S 86° 59' 11" E A DISTANCE OF 1195.21 FEET,
- 10) S 89° 49' 19" E A DISTANCE OF 126.67 FEET,
- 11) S 00° 20' 01" E A DISTANCE OF 6.28 FEET,

LAND DESCRIPTION

SHEET 2 OF 4

BNSF PARCEL 1 REV-2 9.14.17 CHM

12) S 86°59'11" E A DISTANCE OF 1338.24 FEET;

13) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 08°48'25", HAVING A RADIUS OF 700.00 FEET, AN ARC LENGTH OF 107.60 FEET, AND WHOSE LONG CHORD BEARS N 88°36'37" E FOR A DISTANCE OF 107.49 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 186,437 SQUARE FEET, OR 4.2800 ACRES MORE OR LESS.

I, CHRISTOPHER H. McELVAIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



CHRISTOPHER H. McELVAIN, P.L.S. NO. 38581
FOR AND ON BEHALF OF KT ENGINEERING, LLC

1 INCH = 400' FEET

460511R 001 461 241-0371 02

11/22/92 10:00 AM : 10:00 AM
10:00 AM : 10:00 AM

452,715

AVANCE
LE PISTON

P.O.C

SE COR, NW 1/4, SF 1/4 SEC 36
FOUND 2.5" ALUMINUM CAP PLS 4646.
PER MON. REC. DATED 6-22-02

50' RAILROAD R.O.W. BASED ON
OCCUPATION

50 WIDE ROW, BOOK 149, PAGE 470 / 50
WIDE ROW, BOOK 149, PAGE 257

SW COR, NW 1/4 SE 1/4 SEC 35
FOUND 2 5" ALUMINUM CAP, RLS 4345, PER
MOB REC DATED 6-22-92

SW COR. NE 1/4, SW 1/4 SEC 35
FOUND 15" ALUMINUM CAP.
RLS 4846, PER MDN REC.
DATED 8-22-02

ARLIE FETTER
12177 BASELINE RD
LAFAYETTE CO ARK
72503

JOE & CARA MASTERS
12572 ASSELINE RD
LA FAYETTE, CO 82404-9405
724/231-1127

LINA S MCD VLD
 1219 BASELINE RD
 LA JOLLA CA 92037
 917 143
 19871115

BASIS OF BEARING

WEST LINE NE 1/4, SE 1/4, SEC 36

FALCON
LAFAYETTE T.
LAFAYETTE
FALCON
933 E. COUNTRY
LINE RD
MOUNTAIN VIEW

S51°42'02 E
145.52'

P.O.B.

1997

11

COLORADO STATE HIGHWAY HIGHWAY 7



BNSF RAILWAY CO. RIGHT-OF-WAY PARCEL 1

LOCATION:

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

SCALE:

1"=400'

DATE:

09.15.17

PROJECT NO:

0043-1532

AREA:

186,437 SF

EXHIBIT A

SHEET 4 OF 4

LINE TABLE		
LINE #	LENGTH	BEARING
L1	58.55	S26°17'29"W
L2	333.47	N86°59'11"W
L3	154.73	S26°13'11"W
L4	2059.44	N86°59'11"W
L5	50.08	N00°04'20"W
L6	1195.21	S86°59'11"E
L7	126.67	S89°49'19"E
L8	6.28	S00°20'01"E
L9	1338.24	S86°59'11"E

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHD BEARING	CHD LENGTH
C1	6°23'50"	750.00'	83.74'	S89°48'55"W	83.70'
C2	67°02'57"	725.00'	848.42'	S32°03'30"E	800.83'
C3	100°28'03"	675.00'	1183.60'	N36°45'09"W	1037.69'
C4	8°48'25"	700.00'	107.60'	N88°36'37"E	107.49'



TITLE:

BNSF RAILWAY CO. RIGHT-OF-WAY PARCEL 1

LOCATION:

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

SCALE:
NA

DATE:
09.15.17

PROJECT NO:
0043-1532

AREA:
NA

DATE:
09.15.17

LAND DESCRIPTION

SHEET 1 OF 3

BNSF PARCEL 2 REV-2 9 15 17 CHM

A PARCEL OF LAND LOCATED IN 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 WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36 BEING N 00°11'12" E 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

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

POINT OF COMMENCEMENT (POC) AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36.

THENCE S 71° 20' 26" E A DISTANCE OF 227.22 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THAT RAILROAD RECORDED AT B149 P470, B149 P267 AND B113 P407 AND THE POINT OF BEGINNING (POB);

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF THAT RAILROAD RECORDED AT B149 P470, B149 P267 AND B113 P407 THE FOLLOWING TWO (2):

1) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 16°09'20", A RADIUS OF 700.00 FEET, AN ARC LENGTH OF 197.38 FEET, AND WHOSE LONG CHORD BEARS N 67°44'50" E FOR A DISTANCE OF 196.72 FEET;

2) S 89°44'25" W A DISTANCE OF 82.54 FEET TO A POINT ON THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 551020;

THENCE ALONG SAID EASTERLY LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 551020 THE FOLLOWING THREE (3) COURSES

1) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 40°33'18", A RADIUS OF 666.26 FEET, AN ARC LENGTH OF 471.59 FEET, AND WHOSE LONG CHORD BEARS N 46°29'50" E FOR A DISTANCE OF 461.81 FEET;

2) N 28°13' 11" E A DISTANCE OF 525.34 FEET;

3) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 04°20'37", A RADIUS OF 5450.80 FEET, AN ARC LENGTH OF 413.22 FEET, AND WHOSE LONG CHORD BEARS N 23°55'02" E FOR A DISTANCE OF 413.13 FEET TO A POINT ON THE SOUTHERLY LINE OF MUHR SUBDIVISION, A SUBDIVISION RECORDED AT RECEPTION NO. 3235164;

THENCE ALONG SAID SOUTHERLY LINE OF MUHR SUBDIVISION AND THE EXTENSION THEREOF THE FOLLOWING THREE (3) COURSES

1) S 68°15' 16" E A DISTANCE OF 51.82 FEET;

2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 01°57'51", A RADIUS OF 5500.00 FEET, AN ARC LENGTH OF 188.55 FEET, AND WHOSE LONG CHORD BEARS N 20°28'27" E FOR A DISTANCE OF 188.54 FEET;

LAND DESCRIPTION

SHEET 2 OF 3

BNSF PARCEL 2 REV-2 9 15.17 CHM

3) N 89°52'16" E A DISTANCE OF 52.23 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RECORDED AT B149 P470, B149 P267 AND B113 P407,

THENCE ALONG THE EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD RECORDED AT B149 P470, B149 P267 AND B113 P407 THE FOLLOWING SIX (6) COURSES,

1) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 06°29'30" A RADIUS OF 5550.80 FEET, AN ARC LENGTH OF 628.92 FEET, AND WHOSE LONG CHORD BEARS S 22°50'40" W FOR A DISTANCE OF 628.58 FEET,

2) S 26°13'11" W A DISTANCE OF 910.50 FEET,

3) S 89°36'29" W A DISTANCE OF 111.85 FEET;

4) N 26°13'11" E A DISTANCE OF 88.01 FEET;

5) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 11°44'34", A RADIUS OF 750.00 FEET, AN ARC LENGTH OF 153.71, AND WHOSE LONG CHORD BEARS S 58°45'25" W FOR A DISTANCE OF 153.44 FEET;

6) S 89°36'29" W A DISTANCE OF 149.95 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 168,651 SQUARE FEET, OR 3.8717 ACRES MORE OR LESS.

I, CHRISTOPHER H. McELVAIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



CHRISTOPHER H. McELVAIN, P.L.S. NO. 36561
FOR AND ON BEHALF OF KT ENGINEERING, LLC

EXHIBIT A

SHEET 3 OF 3

SW COR. SE 1/4, NE 1/4 SEC 36
FOUND 2.5" ALUMINUM CAP RLS
4245 PER MCH REC DATED 8-22-02



0 100 200
1 INCH = 200 FEET

PARCEL 1
LAFAYETTE A GEASSEL
PARTNERSHIP
BOULDER COUNTY LINE RD
725 E. COUNTY LINE RD
AV. 551020

$\Delta=40^{\circ}33'18''$
 $R=666.26'$
 $L=471.59'$
 $CHB=N46^{\circ}29'50''E$
 $CH=461.81'$

$\Delta=11^{\circ}44'34''$
 $R=750.00'$
 $L=153.71'$
 $CHB=S58^{\circ}45'25''W$
 $CH=153.44'$

$S89^{\circ}44'25''W$
82.54'

P.O.C.
SE COR. NW 1/4, SE 1/4 SEC 36
FOUND 2.5" ALUMINUM CAP RLS
4245 PER MCH REC DATED 8-22-02

$S71^{\circ}20'26''E$
227.22'

$S89^{\circ}36'29''W$
149.95'

725 E. COUNTY LINE RD
CITY OF LAFAYETTE
R/L 11/1/1999
LSP 53-0095
1455011146

$\Delta=4^{\circ}20'37''$
 $R=5450.80'$
 $L=413.22'$
 $CHB=N23^{\circ}55'02''E$
 $CH=413.13'$

$S68^{\circ}15'16''E$
51.82'

$N89^{\circ}52'16''E$
52.23'

$\Delta=1^{\circ}57'51''$
 $R=5500.00'$
 $L=188.55'$
 $CHB=N20^{\circ}28'27''E$
 $CH=188.54'$

$\Delta=6^{\circ}29'30''$
 $R=5550.80'$
 $L=628.92'$
 $CHB=S22^{\circ}50'40''W$
 $CH=628.58'$

101 N OF ERF
PO 50V85
ERL CO 515'6
1455011146

BURLINGTON NORTHERN
AKA DU&P RAILROAD 100' ROW/
BOOK 113 PG 407

101 I
LAFAYETTE WRR FILING NO 2
MINOR SUBDIVISION
AV. 100524

APPARENT 60' ROW AS SHOWN
ON LAFAYETTE WRR FILING NO 2
MINOR SUB.

$N26^{\circ}13'11''E$
88.01'

$S89^{\circ}36'29''W$
111.85'

50' RAILROAD R O W. BASED ON OCCUPATION.
50' WIDE ROW, BOOK 149, PAGE 470 / 50' WIDE ROW, BOOK 149, PAGE 267

$\Delta=16^{\circ}09'20''$
 $R=700.00'$
 $L=197.38'$
 $CHB=N67^{\circ}44'50''E$
 $CH=196.72'$



TITLE:

BNSF RAILWAY CO. RIGHT-OF-WAY PARCEL 2

LOCATION:

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

SCALE:
1"=200'

DATE:
09.15.17

PROJECT NO:
0043-1532

AREA
168,651 SF

PAGE



LAND DESCRIPTION:

WATER TANK EASEMENT AREA

SHEET 1 OF 2

6/29/2018

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 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 WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36 BEING S 00°11'12" W AND MONUMENTED AS FOLLOWS:

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

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

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

THENCE S 70°01'43" W A DISTANCE OF 822.27 FEET TO THE POINT OF BEGINNING;

THENCE S 00°20'01" E A DISTANCE OF 504.00 FEET;

THENCE S 89°39'59" W A DISTANCE OF 317.00 FEET;

THENCE N 00°20'01" W A DISTANCE OF 504.00 FEET;

THENCE N 89°39'59" E A DISTANCE OF 317.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS AN AREA OF 159,768 SQUARE FEET, OR 3.6678 ACRES MORE OR LESS

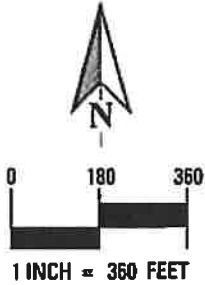
I, CHRISTOPHER H. McELVAIN, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

CHRISTOPHER H. McELVAIN, P.L.S. NO. 36561
FOR AND ON BEHALF OF KT ENGINEERING LLC



EXHIBIT

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



BASIS OF BEARINGS
WEST LINE OF THE NE 1/4 OF
THE SE 1/4 OF SECTION 36
S 00° 11' 12" W
1323.04'

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

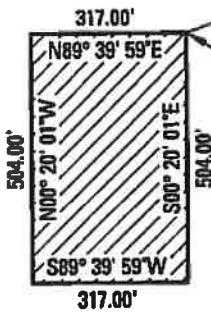
OIL & GAS
OPERATIONS
AREA

COUNTY LINE ROAD

S 70° 01' 43" W
822.27' TIE

CITY OF
LAFAYETTE
1465360000046
RN 1119858

P.O.B.



60' COUNTY LINE R.O.W.

THAD. T.
NGUYEN
1465360000029
RN 3115964



KT ENGINEERING

12500 W. 58th AVE. #210
ARVADA, CO 80002
PH 720 638 5190

TITLE:

WATER TANK EASEMENT AREA

LOCATION:

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

SCALE:
1"=360'

DATE:
06.12.18

PROJECT NO:
0043-1532

AREA:
3.668 AC

PATH:
J:\0043\1532\SURVEY\EASEMENTS\EXTRACTION\1532-EASE
EXTRACTION TEMPORARY CONSTRUCTION 2018-06-12.DWG



pcs group inc. www.pcsgroupco.com

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

Town of Erie - Community Development
645 Holbrook, - PO Box 750
Erie, CO 80516

December -2018

RE: Parkdale II, (Penner-Thero Property)
- Town of Erie, Colorado - Letter of Authorization

The land being submitted for consideration of this application is owned by the applicant and therefore the Letter of Authorization is not application to this application.

Sincerely,

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



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

DATE: July 11, 2018
FILE NUMBER: NCS-914336-CO
PROPERTY ADDRESS: Parkdale Amendment 1,
OWNER/BUYER: OEO, LLC/
YOUR REFERENCE NUMBER: Parkdale Amendment 1
ASSESSOR PARCEL NUMBER: 146536000009

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

Transmittal:

Revision No.:

Schedule A:

Schedule B - Section 1 Requirements:

Schedule B - Section 2 Exceptions:

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

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

TITLE OFFICER: Karen Biggs

PHONE: (303)876-1112
FAX: (877)235-9185
E-MAIL: kbiggs@firstam.com
DELIVERY: E-MAIL

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

ATTN: Brian Swain
PHONE: (720)638-5190
MOBILE: (720)413-9443
FAX:
E-MAIL: bswain@kteng.net
DELIVERY: E-MAIL

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

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

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

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

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

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

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

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

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

COMMITMENT FOR TITLE INSURANCE FORM SCHEDULE A

1. Effective Date: July 05, 2018 at 5:00 p.m.
 - a. ALTA Owner's Policy (06-17-06) \$None
Proposed Insured:
None
 - b. ALTA Loan Policy (06-17-06) \$None
Proposed Insured:
None
2. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
3. [Title to the estate or interest in the Land is at the Effective Date vested in:](#)
OEO, LLC, a Colorado limited liability company
4. The Land referred to in this Commitment is described as follows:
See Exhibit "A" attached hereto and made a part hereof.

For informational purposes only: Parkdale Amendment 1

EXHIBIT A

Commitment No.: NCS-914336-CO

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

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

For informational purposes only: APN: 146536000009

COMMITMENT FOR TITLE INSURANCE FORM

SCHEDULE B

SECTION ONE

REQUIREMENTS

The following requirements must be met:

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

LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Water rights, claims or title to water, whether or not shown by the public records.
8. Oil and Gas Lease recorded February 1, 1982 at Reception No. [481867](#), and any and all assignments thereof or interests therein, and any and all assignments thereof or interests therein.
9. Request for Notification of Surface Development recorded October 23, 2007 at Reception No. [2890878](#).
10. Request for Notification (Mineral Estate Owner) recorded December 21, 2007 at Reception No. [2900941](#).
11. Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company recorded June 25, 1986 at Reception No. [00768891](#).
12. An easement for ingress and egress and incidental purposes as reserved in Deed recorded March 6, 1967 at Reception No. [840827](#).
13. Oil and Gas Lease recorded March 19, 1982 at Reception No. [487551](#), and any and all assignments thereof or interests therein, and any and all assignments thereof or interests therein.
14. Oil and Gas Lease recorded September 30, 1986 at Reception No. [00792819](#), and any and all assignments thereof or interests therein, and any and all assignments thereof or interests therein.
15. Notice of Oil and Gas Interests and Surface Use recorded July 23, 2001 at Reception No. [2112331](#).

16. Rights of the public to any portion of the Land lying within N 119th Street, also known as County Road No. 5.
17. Oil and Gas Lease recorded December 10, 1981 at Reception No. [475619](#), and any and all assignments thereof or interests therein, and any and all assignments thereof or interests therein.
18. Right of way for a railroad and incidental purposes as disclosed by Boulder County Parcel Map [1465360](#).
19. Reservation of right to mine and take away all coal and iron ore as set forth in Deed recorded June 24, 1890 in [Book 113 at Page 407](#).
20. Restrictions, which include a forfeiture or reverter clause, as set forth in Deed recorded June 24, 1890 in [Book 113 at Page 407](#).
21. Ordinance 33-2016, for Annexing the Erie Gateway South Annexation No. 1 , recorded February 3, 2017 at Reception No. [03573282](#).
22. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Erie Gateway South Annexation No. 1 to Town of Erie Annexation Map, recorded February 3, 2017 at Reception No. [03573283](#).
23. Ordinance 34-2016, for Annexing the Erie Gateway South Annexation No. 2, recorded February 3, 2017 at Reception No. [03573284](#).
24. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Erie Gateway South Annexation No. 2 to Town of Erie Annexation Map, recorded February 3, 2017 at Reception No. [03573285](#).
25. Ordinance 38-2016, for Annexing the Erie Gateway South Annexation No. 6 , recorded February 3, 2017 at Reception No. [03573292](#).
26. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Erie Gateway South Annexation No. 6 to the Town of Erie Annexation Map, recorded February 3, 2017 at Reception No. [03573293](#).
27. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 39-2016 Zoning recorded February 3, 2017 at Reception No. [03573294](#).
28. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Zoning Map, recorded February 3, 2017 at Reception No. [03573295](#).
29. Restrictions and reservation of oil, gas and other minerals as reserved in Quitclaim Deed recorded September 21, 2017 at Reception No. [3616070](#), and any and all assignments thereof or interest therein.
30. Reservation of oil, gas and other mineral as reserved in Special Warranty Deed recorded October 11, 2017 at Reception No. [3619319](#), and any and all assignments thereof or interests therein.

NOTE: Relinquishment of Surface Rights in connection therewith recorded October 11, 2017 at Reception No. [3619320](#).

31. Any tax, lien, fee or assessment by reason of inclusion of subject property in the the Northern Colorado Water Conservancy District, as evidenced by instruments recorded November 7, 2017 at Reception Nos. [3624326](#) and [3624327](#).
32. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Parkdale Metropolitan District No. 2, as evidenced by instrument recorded June 15, 2018 at Reception No. [3660914](#).
33. Deed of Trust from OEO, LLC, a Colorado limited liability company to the Public Trustee of Boulder County for the use of Fortis Private Bank to secure an indebtedness in the principal sum of \$6,000,000.00, and any other amounts and/or obligations secured thereby, dated March 7, 2018 and recorded March 8, 2018 at Reception No. [3644233](#).

NOTE: Modification of Deed of Trust in connection therewith recorded June 28, 2018 at Reception No. [3663154](#) and recorded June 28, 2018 at Reception No. [3663332](#).

34. Existing leases and tenancies.

EXHIBIT B
Statement of Charges

Commitment	\$500.00
	\$

CONDITIONS

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



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Information Obtained Through Our Web Site

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

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

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

Business Relationships

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

Cookies

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

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

Fair Information Values

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

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

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

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

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

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

DISCLOSURE STATEMENT

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

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

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

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

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder**

and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

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

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

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

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

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.