

ENDORSEMENT**Attached to Policy No.: CO-FSTG-IMP-27306-1-17-F0571749****Issued by****Fidelity National Title Insurance Company****Under Schedule A, Paragraph 4, the legal description is amended to read as follows:**

Part of Lots 1 through 8, Block 43 East Addition to the Town of Erie, County of Weld, State of Colorado, being a part of the Northeast quarter of Section 18, Township 1 North, Range 68 West of the 6th Principal Meridian, being more particularly described as follows:

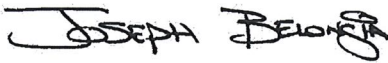
Commencing at the Southwest corner of said Block 43; thence N89°06'29"E along the North right-of-way line of Cheesman Street a distance of 177.50 feet to the True Point of Beginning; thence N00°38'57"W a distance of 199.59 feet to a point on the North line of said Lot 8; thence N89°34'04"E along said North line of Lot 8 a distance of 68.58 feet to the Westerly line of the Coal Creek Parcel described in Deed dated 9/11/94 at Reception No. 2397192; thence S25°26'41"E along said West line a distance 160.97 feet; thence continuing along said Westerly line and along a 550.00 foot radius curve to the right (said curve having a central angle of 5°51'49" and a long chord bearing S21°36'38"E a distance of 56.26 feet) an arc length of 56.29 feet to a point on said North right-of-way line of Cheesman Street; thence S89°06'29"W along said North line a distance of 156.22 feet to the True Point of Beginning, County of Weld, State of Colorado.

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: January 21, 2020

Fidelity National Title Insurance Company

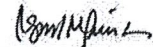
Countersigned by:



Authorized Signature



By:



Randy Quirk, President

Attest:


Michael Gravelle, Secretary

ENDORSEMENT
Attached to Policy No.: CO-FSTG-IMP-27306-1-17-F0571749
Issued by
Fidelity National Title Insurance Company

The effective Date of Policy is hereby changed from March 1, 2017 to February 26, 2019.

The Company hereby insures:

- (1.) That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy.

Quit Claim Deed recorded March 28, 2017 at Reception No. 4289094.

Short Form Deed of Trust recorded August 24, 2018 at Reception No. 4425737.

Model Form Recording Supplement to Operating Agreement and Financing Statement recorded November 30, 2018 at Reception No. 4450289.

Model Form Recording Supplement to Operating Agreement and Financing Statement recorded November 30, 2018 at Reception No. 4450290.

Model Form Recording Supplement to Operating Agreement and Financing Statement recorded November 30, 2018 at Reception No. 4450292.

Model Form Recording Supplement to Operating Agreement and Financing Statement recorded November 30, 2018 at Reception No. 4450293.

Model Form Recording Supplement to Operating Agreement and Financing Statement recorded November 30, 2018 at Reception No. 4450294.

Model Form Recording Supplement to Operating Agreement and Financing Statement recorded November 30, 2018 at Reception No. 4450295.

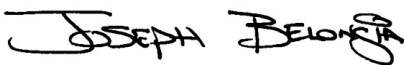
- (2.) That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.

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: **March 4, 2019**

Fidelity National Title Insurance Company

Countersigned by:



Authorized Signature



By:



Randy Quirk, President

Attest:



Michael Gravelle, Secretary



4875 Pearl East Circle #300,
Boulder, CO 80301
Phone: (303) 440-0511
Fax: (303) 633-7750

[Kerilyn D. Marlink](#)
105 Cheesman Street
Erie, CO 80516

Date: March 14, 2017

File Number: 515-F0571749-170-BL7
Property Address: 105 Cheesman Street, Erie, CO 80516
Policy Number: CO-FSTG-IMP-27306-1-17-F0571749

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.

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,

Fidelity National Title Company



OWNER'S POLICY OF TITLE INSURANCE

Issued by

Fidelity National 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, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California 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.

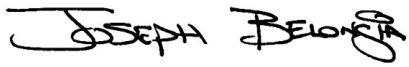
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise 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, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Fidelity National Title Insurance Company

Countersigned by:



Authorized Signature



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 Fidelity National 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).

Fidelity National Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: **Fidelity National Title Company
4875 Pearl East Circle #300,
Boulder, CO 80301**

Policy No.: **CO-FSTG-IMP-27306-1-17-F0571749**

Order No.: **F0571749-170-BL7**

Address Reference: **105 Cheesman Street, Erie, CO 80516**

Amount of Insurance: **\$415,000.00**

Date of Policy: **March 1, 2017 at 08:59 AM**

1. Name of Insured:
[Kerilyn D. Marlink](#)
2. The estate or interest in the Land that is insured by this policy is:
Fee Simple
3. Title is vested in:
[Kerilyn D. Marlink](#)
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:****Parcel 1:**

The East 60.00 feet of the West 247.50 feet of Lots 1, 2, 3 and 4, Block 43, East Addition to the Town of Erie, County of Weld, State of Colorado, being a part of Section 18, Township 1 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado

Parcel 2:

Part of Lots 1 through 8, Block 43 East Addition to the Town of Erie, County of Weld, State of Colorado, being a part of Section 18, Township 1 North, Range 68 West of the 6th Principal Meridian, and being more particularly described as follows:

Commencing at the Southwest corner of Block 43; thence N89°24'27"E along the North right-of-way line of Cheesman Street a distance of 177.50 feet to the true point of beginning; thence N00°52'49"W a distance of 199.94 feet; thence N89°24'24"E a distance of 67.56 feet to the Westerly right-of-way line of Coal Creek; thence S25°01'27"E along said Westerly line a distance of 167.33 feet; thence continuing along said Westerly line and along a 550.00 feet radius curve to the right (said curve having a central angle of 05°23'54" and a long chord bearing S23°50'34"E a distance of 51.80 feet) an arc length of 51.82 feet to a point on said North right-of-way line of Cheesman Street; thence S89°24'27"W along said North line a distance of 86.22 feet to the Southeast corner of property described in Deed dated November 10, 1995 recorded in Book 1541 at Page 938 as Reception No. 2485282; thence along the boundaries of said property for the following three courses:

- 1) N00°25'36"W a distance of 100.25 feet
- 2) S89°23'51"W a distance of 60.00 feet
- 3) S00°25'36"E a distance of 100.24 feet

To the said North right-of-way line of Cheesman Street; thence S89°24'27"W along said North line a distance of 10.00 feet to the true point of beginning

Parcel 3:

Together with a perpetual easement of and for ingress and egress over and upon the following described property:

Said easement over a tract of land beginning at a point 164 and ½ feet East of the Southwest corner of Lot 1 on the South boundary line of said Lot 1;

Thence North 136 feet;

Thence Northeasterly at a 30 degree angle to the East boundary line of the West 177 and ½ feet of Lots 1 to 8, inclusive, in Block 43;

Thence South along the East boundary line of this said tract approximately 162 feet to the Southeast corner of this said tract;

Thence West 13 feet to the point of beginning.

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. Water rights, claims of title to water, whether or not shown by the Public Records.
2. All taxes and assessments for the year 2017 and subsequent years, a lien but not yet due or payable.
3. The effect if any of Resolution "Adoption of Amendments to the Weld County Supplementary Regulations concerning Geologic Hazards and Flood Plains", recorded May 22, 1978 as [Reception No. 1754239](#) and Map entitled "Geological Hazards Area Map", recorded May 22, 1978 as [Reception No. 1754240](#).
4. Reservations by the Union Pacific Coal Company of (1) oil, coal and other minerals underlying the Land, (2) the exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) the right of ingress and egress and regress to prospect for, mine and remove oil, coal and other minerals, all as contained in Deed as set forth below, and any and all assignments thereof or interests therein:

Recording Date: May 21, 1903
Recording No.: [Book 208 at Page 47](#)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Evert W. Young and Maxine M. Young
Purpose: ingress and egress purposes
Recording Date: July 19, 1968
Recording No: [Reception No. 1518859](#)

Also, as shown on the Land Survey Plat recorded February 16, 2001 as [Reception No. 2826317](#).

6. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: September 14, 1982
Recording No: [Reception No. 1903611](#)

Affidavit in connection with the above Oil and Gas Lease

Purpose: Unitization
Recording Date: August 20, 1986
Recording No.: [Reception No. 2065770](#)

Affidavit in connection with the above Oil and Gas Lease

SCHEDULE B
(Continued)

Purpose: Production
Recording Date: September 22, 1986
Recording No.: [Reception No. 2070346](#)

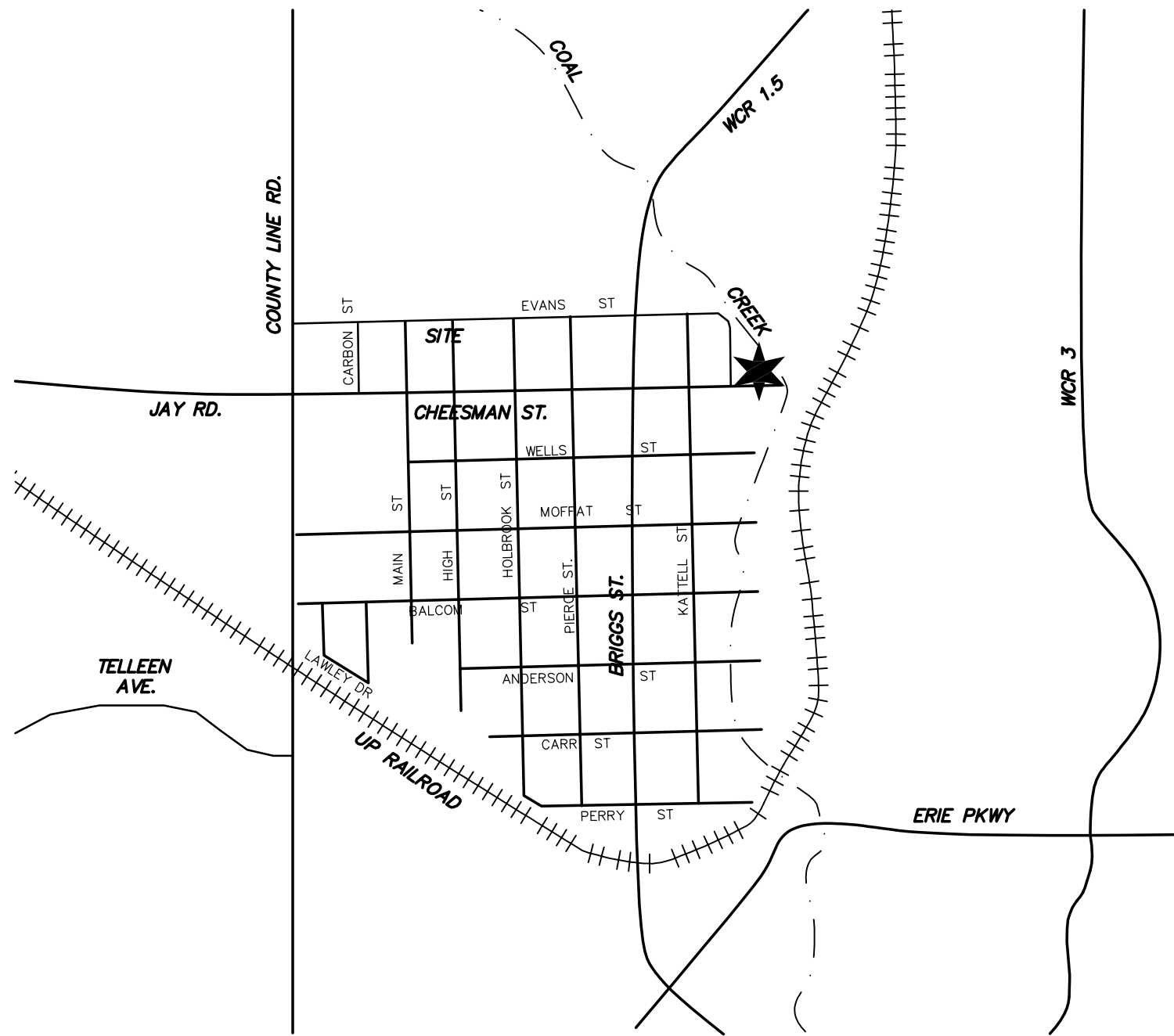
7. Any assessment of lien of Erie Water and Sanitation District, as disclosed by the instrument recorded May 25, 1988 as [Reception No. 2142315](#).
8. Restrictions imposed by the Ordinance, recorded September 2, 1998 as Reception No. 2637539 and re-recorded March 23, 1999 as [Reception No. 2681989](#) pertaining to Coordinated Planning Agreement.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, together with terms, agreements, provisions, conditions and obligations as contained therein, as granted in a document:

Granted to: Marc I. Webster
Purpose: public sewer line purposes and appurtenances thereto
Recording Date: November 15, 2012
Recording No: [Reception No. 3888791](#)

10. Any loss or damage arising from the fact that any fence lines on or near the perimeter of the Land may not coincide with property lines as shown on Land Survey Plat recorded February 16, 2001 as [Reception No. 2826314](#)
11. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of Coal Creek.
12. Water boundaries necessarily are subject to change due to erosion or accretion by tidal action or the flow of rivers and streams. A realignment of water bodies may also occur due to many reasons such as deliberate cutting and filling of bordering lands or by avulsion. Recorded surveys of natural water boundaries are not relied upon by title insurers for location of title.
13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$394,250.00
Trustor/Grantor [Kerilyn D. Marlink](#), Individual
Trustee: Public Trustee of Weld County
Beneficiary: KeyBank National Association., and Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Lender
Loan No.: 6025020441
Recording Date: March 01, 2017
Recording No: [4282083](#)

EAST ADDITION AMENDMENT
AN AMENDMENT OF LOTS 1-8, BLOCK 43, EAST ADDITION TO TOWN OF ERIE
SITUATED IN THE NORTHEAST QUARTER OF SECTION 18
TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO
0.522 ACRE - 1 LOT
MPA-000???-2017



VICINITY MAP
SCALE 1" = 1000'

DEDICATION STATEMENT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNER, MORTGAGEE OR LIEN HOLDER OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

PART OF LOTS 1 THROUGH 8, BLOCK 43 EAST ADDITION TO THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 43; THENCE N89°06'29"E ALONG THE NORTH RIGHT-OF-WAY LINE OF CHEESMAN STREET A DISTANCE OF 177.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°38'57"W A DISTANCE OF 199.59 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8; THENCE N89°34'04"E ALONG SAID NORTH LINE OF LOT 8 A DISTANCE OF 67.56 FEET TO THE WESTERLY LINE OF THE COAL CREEK PARCEL DESCRIBED IN DEED DATED 9/11/94 AT RECEPTION NO. 2397192; THENCE S25°26'41"E ALONG SAID WEST LINE A DISTANCE OF 160.97 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE AND ALONG A 550.00 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 5°51'49" AND A LONG CHORD BEARING S21°36'38"E A DISTANCE OF 56.26 FEET) AN ARC LENGTH OF 56.29 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CHEESMAN STREET; THENCE S89°06'29"W ALONG SAID NORTH LINE A DISTANCE OF 156.22 FEET TO THE TRUE POINT OF BEGINNING;

LOT AREA CONTAINING 22,721 SQUARE FEET OR 0.522 ACRE, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO A LOT, AS SHOWN ON THIS PLAT, UNDER THE NAME AND SUBDIVISION OF EAST ADDITION-AMENDMENT.

EXECUTED THIS _____ DAY OF THE MONTH OF _____ A.D. 20____.

ROBERT H ELROD, JR.

KERILYN D MARLINK

NOTARY PUBLIC:

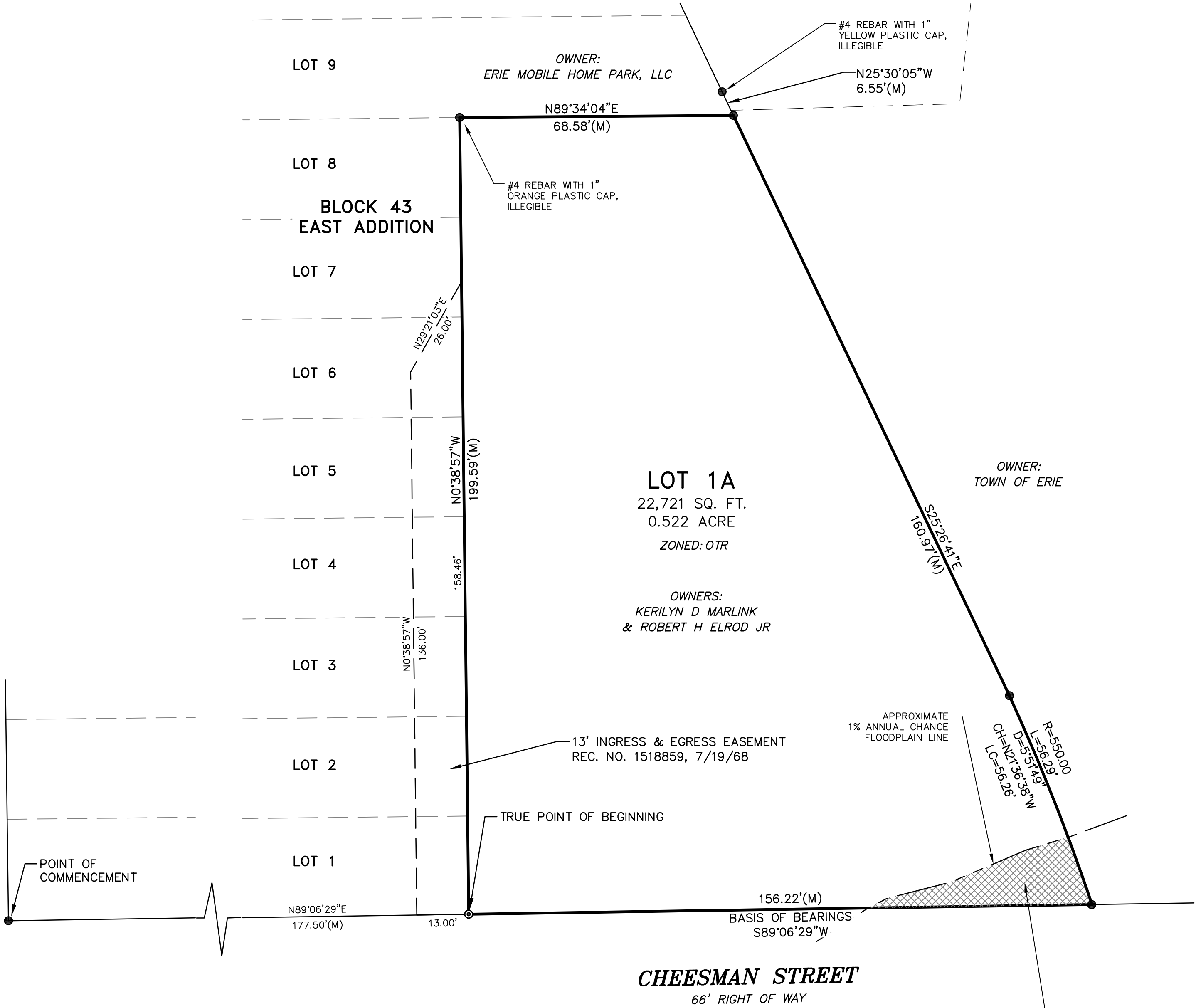
STATE OF COLORADO }
COUNTY OF _____ }ss

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED

BEFORE ME THIS _____ DAY OF THE MONTH OF _____, A.D., 20____.

MY COMMISSION EXPIRES _____ WITNESS MY HAND AND SEAL

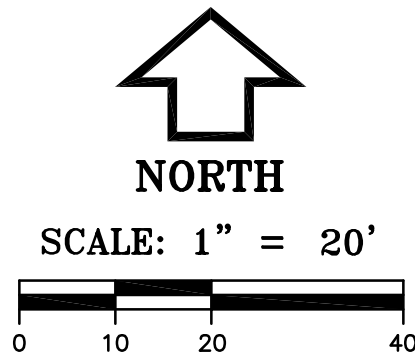
NOTARY PUBLIC _____



LEGEND

- FOUND #5 REBAR WITH 1.25" YELLOW PLASTIC CAP, PLS 29414
- UNLESS NOTED OTHERWISE
- ⊙ FOUND PROPERTY CORNER TAG
- NAIL & 1" BRASS WASHER, PLS 29414
- (M) MEASURED DISTANCE

LAND SUMMARY CHART		
TYPE	AREA	% OF TOTAL AREA
RESIDENTIAL LOTS	0.522 AC.	100%
TRACTS	NA	NA
ROW	NA	NA
TOTAL	0.522 AC.	100%



OWNER:
KERILYN D. MARLINK & ROBERT H. ELROD JR.
105 CHEESMAN STREET, ERIE, CO 80516
(303) 415-1938

TITLE VERIFICATION CERTIFICATE:

WE, FIDELITY NATIONAL TITLE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR'S FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

FIDELITY NATIONAL TITLE COMPANY

BY: _____
AUTHORIZED OFFICIAL

TITLE: _____

NOTARY:

STATE OF COLORADO }
COUNTY OF _____ }ss

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED

BEFORE ME THIS _____ DAY OF THE MONTH OF _____, A.D., 20____.

MY COMMISSION EXPIRES _____ WITNESS MY HAND AND SEAL

NOTARY PUBLIC _____

PLANNING & DEVELOPMENT APPROVAL CERTIFICATE:

THIS PLAT IS HEREBY APPROVED BY THE TOWN OF ERIE PLANNING & DEVELOPMENT DIRECTOR ON THIS _____ DAY OF _____, 20____.

PLANNING & DEVELOPMENT DIRECTOR _____

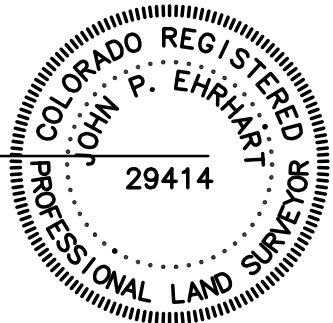
SURVEYOR'S NOTES:

- FIDELITY NATIONAL TITLE COMPANY, FILE NUMBER 515-F0571749-170-BL7, AMENDMENT NO. 1, DATED JANUARY 20, 2017, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- LINEAL UNITS USED ARE U.S. SURVEY FEET
- BASIS OF BEARINGS: THE SOUTH LINE OF SUBJECT PROPERTY, BEARING S89°06'29"W (ASSUMED), A DISTANCE OF 156.22 FEET, MONUMENTED AS SHOWN HEREON.
- DEED OF SUBJECT PROPERTY RECORDED 3/28/2017 AT REC. NO. 4289094.
- LAND SURVEY PLAT OF SUBJECT PROPERTY RECORDED 2/16/2001 AT REC. NO. 2826317.
- LAND SURVEY PLAT OF TOWN OF ERIE PROPERTY TO EAST OF SUBJECT PROPERTY RECORDED 8/15/2016 AT REC. NO. 4227834.
- ALL RIGHT-OF-WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE PLAT OF THE MAP OF THE TOWN OF ERIE RECORDED DECEMBER 28, 1928 AT RECEPTION NO. 552708.
- BLANKET ACCESS EASEMENT FOR SANITARY MAINTENANCE AND REPLACEMENT OF A PUBLIC SEWER LINE RUNNING ACROSS NEIGHBOR TO WEST AT 735 KATTELL STREET, RECORDED NOVEMBER 15, 2012 AT RECEPTION NO. 3888791.
- PROPERTY AREA IS LOCATED IN FLOOD ZONE "X" (AREA PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND IN FLOOD ZONE "AE" (AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD) PER FLOOD INSURANCE RATE MAP FOR BOULDER COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08013C0441J, DATED DECEMBER 18, 2012.
- 1% ANNUAL CHANCE FLOODPLAIN LINE WAS CALCULATED FROM FLOOD INSURANCE STUDY NUMBER 08013CV004C FOR BOULDER COUNTY AND INCORPORATED AREAS, VOLUME 4 OF 7, SHEET 128P.
- NOTICE: 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 IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY MADE ON NOVEMBER 8, 2018.

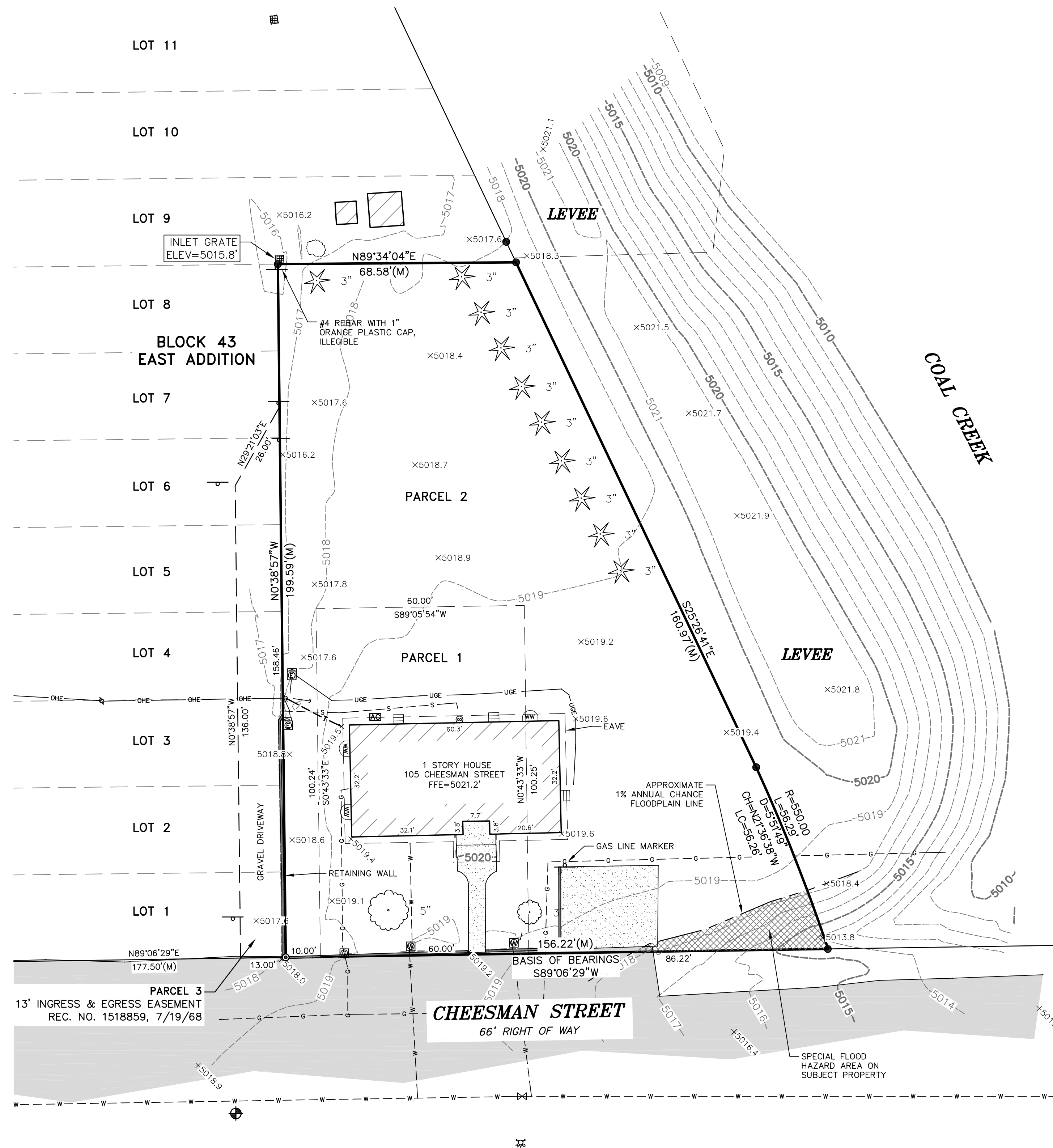
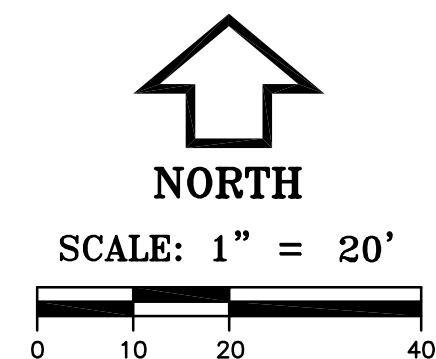
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340



 P.O. Box 930 Erie, Colorado 80516, (303) 828-3340 www.coloradolands.com	PAGE NO. 1 OF 1
DATE:	12/6/18
DRAWN BY:	MMS
PROJECT:	S185212

LEGEND

- FOUND #5 REBAR WITH 1.25" YELLOW PLASTIC CAP, PLS 29414
— UNLESS NOTED OTHERWISE
- ⊙ FOUND PROPERTY CORNER TAG
— NAIL & 1" BRASS WASHER, PLS 29414
- ⊕ BENCHMARK
- (M) MEASURED DISTANCE
- X5107.3 SPOT ELEVATION
- ⊗ SEWER CLEANOUT
- ⊠ DRAIN INLET
- ⊗ FIRE HYDRANT
- ⊗ WATER VALVE
- ⊗ GAS METER
- ⊗ WATER METER
- ⊗ ELECTRIC METER
- T— UNDERGROUND TELEPHONE
- G— GAS LINE
- W— WATER LINE
- UGE— UNDERGROUND ELECTRIC LINE
- OHE— OVERHEAD ELECTRIC LINE
- S— SANITARY LINE
- ⊙ POWER POLE
- GUY ANCHOR
- ★ CONIFEROUS TREE
- DECIDUOUS TREE
- BUSH
- SIGN
- ⊠ AC AIR CONDITIONER
- ⊗ WW WINDOW WELL
- ASPHALT
- CONCRETE
- BUILDING



LEGAL DESCRIPTION:

(PER DEED RECORDED 3/28/2017 AT REC. NO. 4289094)

PARCEL 1:

THE EAST 60.00 FEET OF THE WEST 247.50 FEET OF LOTS 1, 2, 3 AND 4, BLOCK 43, EAST ADDITION TO THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2:

PART OF LOTS 1 THROUGH 8, BLOCK 43 EAST ADDITION TO THE TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING A PART OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 43; THENCE N89°24'27"E ALONG THE NORTH RIGHT-OF-WAY LINE OF CHEESMAN STREET A DISTANCE OF 177.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°52'49"W A DISTANCE OF 199.94 FEET; THENCE N89°24'24"E A DISTANCE OF 67.56 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF COAL CREEK; THENCE S25°01'27"E ALONG SAID WESTERLY LINE A DISTANCE OF 167.33 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE AND ALONG A 550.00 FEET RADIUS CURVE TO THE RIGHT (SAID CURVE HAVING A CENTRAL ANGLE OF 05°23'54" AND A LONG CHORD BEARING S23°50'34"E A DISTANCE OF 51.80 FEET) AN ARC LENGTH OF 51.82 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CHEESMAN STREET; THENCE S89°24'27"W ALONG SAID NORTH LINE A DISTANCE OF 86.22 FEET TO THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN DEED DATED NOVEMBER 10, 1995 RECORDED IN BOOK 1541 AT PAGE 938 AS RECEPTION NO. 2485282; THENCE ALONG THE BOUNDARIES OF SAID PROPERTY FOR THE FOLLOWING THREE COURSES: 1) N00°25'36"W A DISTANCE OF 100.25 FEET 2) S89°23'51"W A DISTANCE OF 60.00 FEET 3) S00°25'36"E A DISTANCE OF 100.24 FEET TO THE SAID NORTH-RIGHT-OF-WAY LINE OF CHEESMAN STREET; THENCE S89°24'27"W ALONG SAID NORTH LINE A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

TOGETHER WITH A PERPETUAL EASEMENT OF AND FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY: SAID EASEMENT OVER A TRACT OF LAND BEGINNING AT A POINT 164.5 FEET EAST OF THE SOUTHWEST CORNER OF LOT 1 ON THE SOUTH BOUNDARY LINE OF SAID LOT 1; THENCE NORTH 136 FEET; THENCE NORTHEASTERLY AT A 30 DEGREE ANGLE TO THE EAST BOUNDARY LINE OF THE WEST 177.5 FEET OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 43; THENCE SOUTH ALONG THE EAST BOUNDARY LINE OF THIS SAID TRACT APPROXIMATELY 162 FEET TO THE SOUTHEAST CORNER OF THIS SAID TRACT; THENCE WEST 13 FEET TO THE POINT OF BEGINNING.

SURVEYED AREA CONTAINING 22,721 SQUARE FEET OR 0.522 ACRE, MORE OR LESS.

NOTES:

- THE PURPOSE OF THIS SURVEY IS TO SHOW CERTAIN TOPOGRAPHIC FEATURES, AS REQUESTED BY CLIENT. THE TOPOGRAPHIC INFORMATION, AS SHOWN ON THIS PLAT, WILL BE USED FOR CONCEPTUAL DESIGN.
- THIS TOPOGRAPHIC SURVEY IS NOT A "LAND SURVEY PLAT" OR AN "IMPROVEMENT SURVEY PLAT". APPROXIMATE PROPERTY LINES SHOWN HEREON ARE FROM RECORD PROPERTY DESCRIPTIONS PROVIDED BY CLIENT. BOUNDARY DETERMINATIONS ARE NOT A PART OF THE SURVEYOR'S STATEMENT SHOWN HEREON.
- BENCHMARK: NGS "ERIE"— PID: LL1408— ELEV = 5113.52' (NAVD88—GEOID 12B)
SITE BENCHMARK: 1.25" ORANGE PLASTIC CAP ON SOUTH SIDE OF CHEESMAN STREET AS SHOWN HEREON. ELEV=5018.68' (NAVD88—GEOID12B)
- LINEAL UNITS USED ARE U.S. SURVEY FEET
- BASIS OF BEARINGS: THE SOUTH LINE OF SUBJECT PROPERTY, BEARING S89°06'29"W (ASSUMED), A DISTANCE OF 156.22 FEET, MONUMENTED AS SHOWN HEREON.
- ALL RIGHT-OF-WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE PLAT OF THE MAP OF THE TOWN OF ERIE RECORDED DECEMBER 28, 1928 AT RECEPTION NO. 552708.
- UTILITY LOCATIONS AND PIPE SIZES SHOWN ARE FROM VISIBLE SURFACE EVIDENCE AND LOCATES BY PRIVATE CONTRACTORS. THIS OFFICE CAN NOT ACCEPT RESPONSIBILITY FOR THEIR ACCURACY. UNDERGROUND UTILITY CONNECTIONS FOR WHICH THERE ARE NO PUBLIC RECORDS READILY AVAILABLE ARE NOT SHOWN. FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987.
- GAS LINE EAST OF SERVICE LINE TO SUBJECT PROPERTY WAS NOT FOUND BY PRIVATE UTILITY LOCATE CONTRACTOR AND IS SHOWN HEREON FROM UTILITY MAPS PROVIDED BY EXCEL.
- TOPOGRAPHIC AREA IS LOCATED IN FLOOD ZONE "X" (AREA PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND IN FLOOD ZONE "AE" (AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD) PER FLOOD INSURANCE RATE MAP FOR BOULDER COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08013C0441, DATED DECEMBER 18, 2012.
- 1% ANNUAL CHANCE FLOODPLAIN LINE WAS CALCULATED FROM FLOOD INSURANCE STUDY NUMBER 08013CV004C FOR BOULDER COUNTY AND INCORPORATED AREAS, VOLUME 4 OF 7, SHEET 128P.
- NOTICE: 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 IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

SURVEYOR'S STATEMENT:

I, JOHN P. EHRHART, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF EHRHART LAND SURVEYING, LLC, THAT A TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING ON OR AROUND NOVEMBER 8, 2018.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

COLORADO REGISTERED LAND SURVEYOR
JOHN P. EHRHART
12/6/18
29414

PROJECT NO.
S185212

EHRHART
LAND SURVEYING

P.O. Box 930
Erie, Colorado 80516
(303) 828-3340

www.coloradols.com

TOPOGRAPHIC SURVEY
105 CHEESMAN STREET
NORTHEAST 1/4 OF SECTION 18, T1N, R68W, 6TH P.M.
TOWN OF ERIE, WELD COUNTY, COLORADO

REVISIONS	NO.	DATE	BY	DESCRIPTION	
				FIX	LEGAL TYPES
	1	12/6/18	MMS		

DATE: 11/27/18
FIELD WORK BY: MMS-JMH
DRAWN BY: MMS
CHECKED BY: JPE

SHEET NO.
1 OF 1