

MINOR SUBDIVISION OF TODD CREEK METRO DISTRICT OFFICE

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all men by these presents that West South Platte Water and Reservoir Company, LLLP being the sole owner of the following described tract of land:

DEED DESCRIPTION

A tract of land being located in the Northeast Quarter of the Northeast Quarter of Section 10, Township 1 South, Range 67 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Basis of Bearings: The North line of the Northeast Quarter of the Northeast Quarter of said Section 10 being monumented at the Northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 10 by a 2" aluminum cap stamped "LS 23027, 1999" and at the Northeast Quarter of said Section 10 by a 2" aluminum cap stamped "ALPHA ENGRG., L.S. 25937, 1996" being assumed to bear N89°31'31"E, a distance of 1325.66 feet.

Commencing at the Northeast corner of said Section 10;
THENCE S02°53'08"W a distance of 666.15 feet to the intersection of the Westerly right of way line of Havana Street and the Southerly right of way line of Havana Way and the POINT OF BEGINNING;

THENCE S00°33'24"E, along the Westerly right of way line of said Havana Street, a distance of 220.08 feet;
THENCE S89°30'57"W, a distance of 288.83 feet;
THENCE N00°29'03"W, a distance of 240.08 feet to the Southerly right of way line of Havana Way;
THENCE along said Southerly right of way line the following two (2) courses and distances:
1. N89°30'57"E, a distance of 268.53 feet;
2. S45°31'14"E, a distance of 28.30 feet to the POINT OF BEGINNING,

COUNTY OF ADAMS,
STATE OF COLORADO.

AS-SURVEYED DESCRIPTION (Rotated Bearings and Surveyed Dimensions for reference purposes only, not intended to revise or replace deed description)

A parcel of land being a portion of the Northeast Quarter of the Northeast Quarter of Section Ten (10), Township One South (T.1S.), Range Sixty-seven West (R.67W.), Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, being more particularly described as follows

COMMENCING at the Northeast Corner of said Section 10 and assuming the East line of the Northeast Quarter of said Section 10 as bearing South 00° 07' 50" East a distance of 2639.54 feet with all other bearings contained herein relative thereto.

THENCE South 00° 07' 50" East along said East line of the Northeast Quarter of Section 10 a distance of 664.86 feet;
THENCE South 89° 52' 10" West a distance of 40.00 feet to the Westerly Right of Way line of Havana Street and to the **POINT OF BEGINNING**.

THENCE South 00° 07' 50" East along the Westerly Right of Way line of said Havana Street a distance of 220.08 feet;
THENCE South 89° 56' 31" West a distance of 288.83 feet;
THENCE North 00° 03' 29" West a distance of 240.08 feet to the Southerly Right of Way line of E. 159th Court;
THENCE North 89° 56' 31" East along the Southerly Right of Way line of said E. 159th Court a distance of 268.53 feet;
THENCE South 45° 05' 40" East continuing along the Southerly Right of Way line of E. 159th Court a distance of 28.30 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 69,106 sq. ft. or 1.59 acres, more or less (±).

Has by these presents laid out, platted and subdivided the same into a lot and drainage and utility easements as shown on this plat under the name and style of TODD CREEK METRO DISTRICT OFFICE. The undersigned does hereby dedicate, grant and convey to Adams County those Public Easements as shown on the plat; and further restricts the use of all Public Easement to Adams County and/or its assigns, provided however, that the sole right and authority to release or quitclaim all or any such Public Easements shall remain exclusively vested in Adams County.

Executed this _____ day of _____, 20____.

OWNER: West South Platte Water and Reservoir Company, LLLP

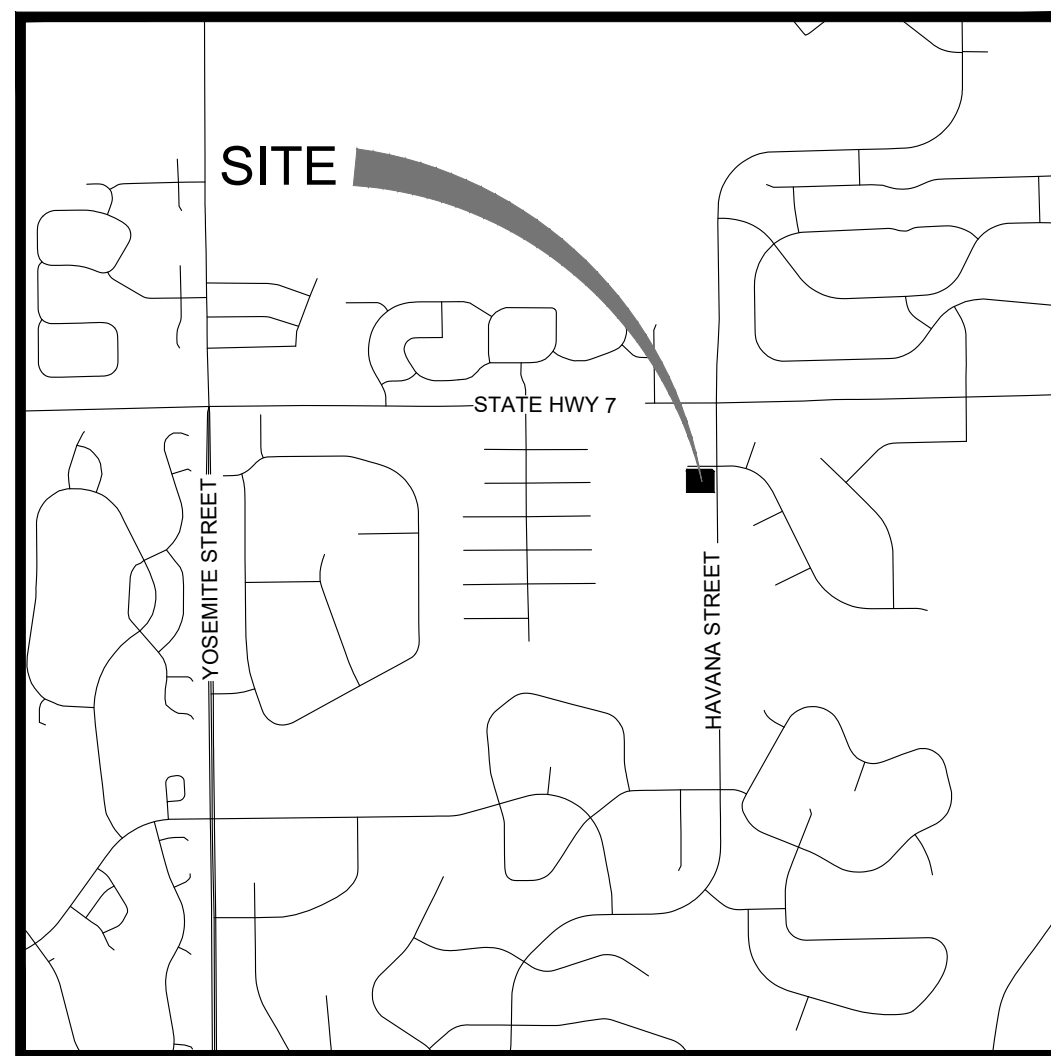
George R. Hanlon Jr., General Partner

ACKNOWLEDGEMENT:

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by George R. Hanlon Jr., as General Partner for West South Platte Water and Reservoir Company, LLLP this _____ day of _____, 20____.
My commission expires: _____

Notary Public
Address: _____



SURVEYOR NOTES:

- 1) This survey does not constitute a title search by EPS Group to determine ownership or easements of record. Research Information Binder Policy No.: RIB70890595.29988336, dated February 26, 2026 at 5:00 P.M., prepared by Land Title Guarantee Company, was utilized in preparation of this survey.
- 2) Basis of Bearings is the East line of the Northeast Quarter of Section 10 as bearing South 00° 07' 50" East (assumed bearing), with the northeast corner of Section 10 being a #6 rebar with 2-1/2" aluminum cap and the east quarter corner of Section 10 being a #6 rebar with 2-1/2" aluminum cap.
- 3) The lineal unit used in the preparation of this survey is the U.S. Survey Foot. Pursuant to C.R.S. 38-52-103(2) Metric conversion is: one meter equals 3937/1200 feet.
- 4) Maintenance of the detention pond/drainage easement is the responsibility of the owner.
- 5) FLOOD ZONE DESIGNATION: According to FEMA FIRM Panel 08001C0326H , EFFECTIVE 3/5/2007, the site is located outside any mapped floodplain.

STATEMENTS AS REQUIRED BY THE CITY OF BRIGHTON:

EASEMENT STATEMENT

Six-foot (6') wide utility easements are hereby dedicated on private property adjacent to the front lot lines of each lot in the subdivision. In addition, eight-foot (8') wide dry utility easements are hereby dedicated around the perimeter of tracts, parcels and/or open space areas. These easements are dedicated to Adams County for the benefit of the applicable utility providers for the installation, maintenance, and replacement of utilities. Utility easements shall also be granted within any access easements and private streets in the subdivision. Permanent structures, improvements, objects, buildings, wells, water meters and other objects that may interfere with the utility facilities or use thereof (Interfering Objects) shall not be permitted within said utility easements and the utility providers, as grantees, may remove any Interfering Objects at no cost to such grantees, including, without limitation, vegetation.

STORM DRAINAGE FACILITIES STATEMENT

The policy of the County requires that maintenance access shall be provided to all storm drainage facilities to assure continuous operational capability of the system. The property owners shall be responsible for the maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, and detention basins located on their land unless modified by the subdivision development agreement. Should the owner fail to maintain said facilities, the County shall have the right to enter said land for the sole purpose of operations and maintenance. All such maintenance cost will be assessed to the property owners.

SURVEYOR'S STATEMENT

I, Robert C. Tesseley, a Registered Professional Land Surveyor in the State of Colorado, do hereby state that this Minor Subdivision Plat was prepared by me or under my direct supervision, and that it is true and correct to the best of my knowledge, information and belief.

Robert C. Tesseley
Colorado Professional Land Surveyor P.L.S. No. 38470
For and on Behalf of EPS Group, Inc.

PLANNING COMMISSION APPROVAL

Recommended for approval by the Adams County Planning Commission this _____ day of _____ A.D., 20____.

Chair

BOARD OF COUNTY COMMISSIONERS' APPROVAL

Approved by the Adams County Board of Commissioners this _____ day of _____ A.D., 20____.

Chair

ADAMS COUNTY ATTORNEY'S OFFICE

Approved as to form this _____ day of _____ A.D., 20____.

Adams County Attorney

CLERK AND RECORDER'S CERTIFICATE

This Final Plat was filed for record in the Office of the Adams County Clerk and Recorder, in the State of Colorado at _____M., on this _____ day of _____ A.D., 20____.

Deputy Clerk and Recorder

Reception Number

DRAFT

03/10/26

PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action be commenced upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 10	TOWNSHIP: 1 SOUTH	RANGE: 67 WEST OF 6TH PM
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DATE: 03/10/26	SCALE: AS SHOWN	REVIEWED BY: R. TESSELEY
PROJECT: 1904-002	CLIENT: WSP&R CO	DRAWN BY: J. BUNNER

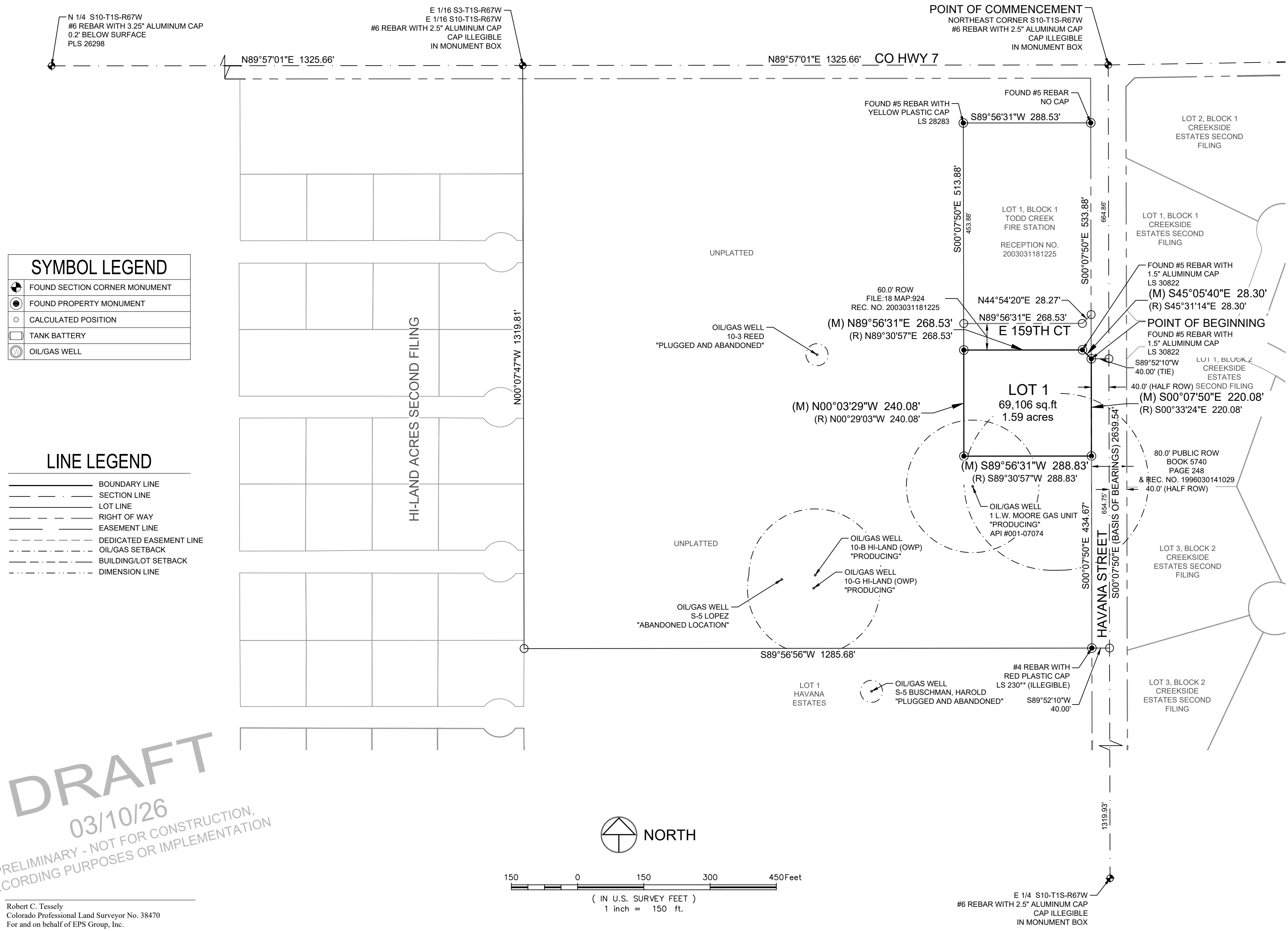


MINOR SUBDIVISION OF
TODD CREEK METRO DISTRICT OFFICE
CITY OF BRIGHTON, ADAMS COUNTY, COLORADO

Sheet
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Of 3 Sheets

MINOR SUBDIVISION OF TODD CREEK METRO DISTRICT OFFICE

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

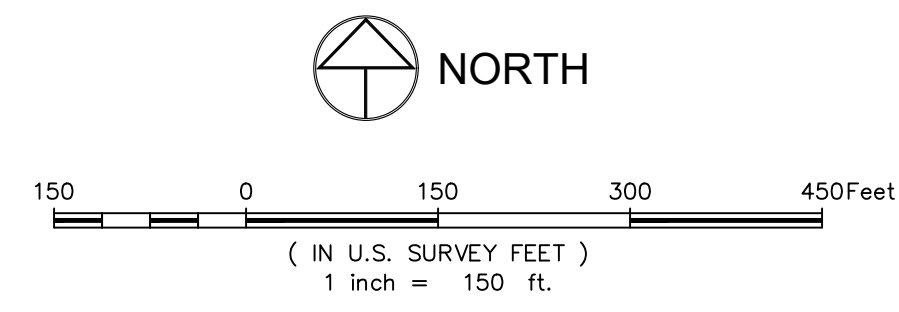


SYMBOL LEGEND

	FOUND SECTION CORNER MONUMENT
	FOUND PROPERTY MONUMENT
	CALCULATED POSITION
	TANK BATTERY
	OIL/GAS WELL

LINE LEGEND

	BOUNDARY LINE
	SECTION LINE
	LOT LINE
	RIGHT OF WAY
	EASEMENT LINE
	DEDICATED EASEMENT LINE
	OIL/GAS SETBACK
	BUILDING/LOT SETBACK
	DIMENSION LINE



DRAFT
03/10/26
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

Robert C. Tessely
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action be commenced upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION:	10
TOWNSHIP:	1 SOUTH
RANGE:	67 WEST OF 6TH PM

DATE:	03/10/26
SCALE:	1" = 150'
REVIEWED BY:	R. TESSELY

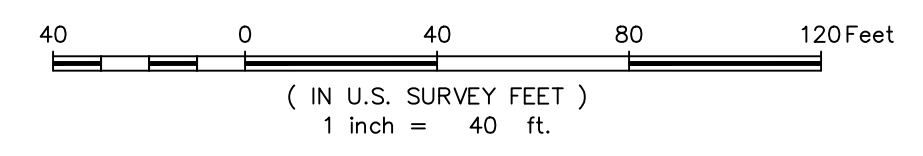
EPS GROUP
ARIZONA | COLORADO
970.221.4158
eps@epsgroupinc.com

MINOR SUBDIVISION OF
TODD CREEK METRO DISTRICT OFFICE
CITY OF BRIGHTON, ADAMS COUNTY, COLORADO

Sheet	2
Of 3 Sheets	

MINOR SUBDIVISION OF TODD CREEK METRO DISTRICT OFFICE

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO

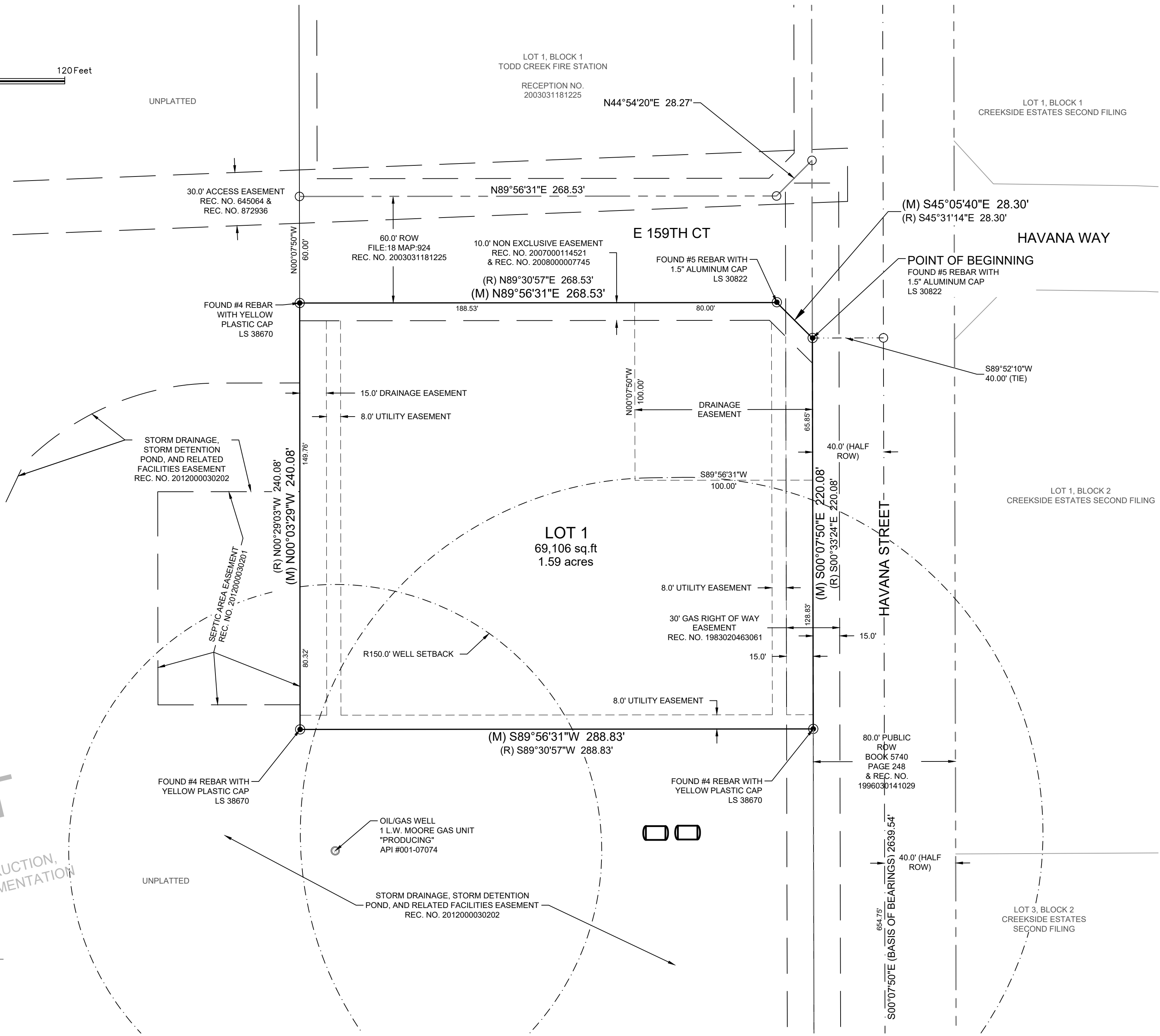


SYMBOL LEGEND	
	FOUND SECTION CORNER
	FOUND PROPERTY MONUMENT
	CALCULATED POSITION
	TANK BATTERY
	OIL/GAS WELL

LINE LEGEND	
	BOUNDARY LINE
	SECTION LINE
	LOT LINE
	RIGHT OF WAY
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	OIL/GAS SETBACK

DRAFT
03/10/26
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

Robert C. Tessely
Colorado Professional Land Surveyor No. 38470
For and on behalf of EPS Group, Inc.



NOTICE:
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SECTION:	10
TOWNSHIP:	1 SOUTH
RANGE:	67 WEST OF 6TH PM

PROJECT:	1904-002
CLIENT:	WSP&R CO
DRAWN BY:	J. BUNNER
DATE:	03/10/26
SCALE:	1" = 40'
REVIEWED BY:	R. TESSELY

MINOR SUBDIVISION OF
TODD CREEK METRO DISTRICT OFFICE
CITY OF BRIGHTON, ADAMS COUNTY, COLORADO



LAND TITLE GUARANTEE COMPANY

Date: March 03, 2026

Subject: Attached Title Policy/Guarantee

Enclosed please find your product relating to the property located at 10450 EAST 159TH COURT, BRIGHTON, CO 80602.

If you have any inquiries or require further assistance, please contact Shana Holt at (303) 850-4117 or sholt@ltgc.com

Chain of Title Documents:

[Adams county recorded 03/21/2017 under reception no. 2017000024860](#)

Research Information Binder

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Florida Corporation.

2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

3. Prosecution of Actions

1. The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
2. In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

8. Binder Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices. Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 08 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

10. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

ANTI-FRAUD STATEMENT: 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.

This anti-fraud statement is affixed and made a part of this policy.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

**AMERICAN
LAND TITLE
ASSOCIATION**



Old Republic National Title Insurance Company
RESEARCH INFORMATION BINDER

Order Number: RND70890595

Policy No.: RIB70890595.29988336

Liability: \$50,000.00

Fee: \$250.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, herein called the Company,

GUARANTEES

WEST SOUTH PLATTE WATER & RESERVOIR COMPANY,
LLLP

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of

February 26, 2026 at 5:00 P.M.

1. Title to said estate or interest at the date hereof is vested in:

WEST SOUTH PLATTE WATER & RESERVOIR COMPANY, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

2. The estate or interest in the land hereinafter described or referred to covered by this Binder :

A FEE SIMPLE

3. The Land referred to in this Binder is described as follows:

Old Republic National Title Insurance Company

RESEARCH INFORMATION BINDER

Order Number: RND70890595

Policy No.: RIB70890595.29988336

A TRACT OF LAND BEING LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 BEING MONUMENTED AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 BY A 2" ALUMINUM CAP STAMPED "LS 23027, 1999" AND AT THE NORTHEAST QUARTER OF SAID SECTION 10 BY A 2" ALUMINUM CAP STAMPED "ALPHA ENGRG., L.S. 25937, 1996" BEING ASSUMED TO BEAR N89°31'31"E, A DISTANCE OF 1325.66 FEET.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10;
THENCE S02°53'08"W A DISTANCE OF 666.15 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HAVANA STREET AND THE SOUTHERLY RIGHT OF WAY LINE OF HAVANA WAY AND THE POINT OF BEGINNING;

THENCE S00°33'24"E, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID HAVANA STREET, A DISTANCE OF 220.08 FEET;

THENCE S89°30'57"W, A DISTANCE OF 288.83 FEET;

THENCE N00°29'03"W, A DISTANCE OF 240.08 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF HAVANA WAY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. N89°30'57"E, A DISTANCE OF 268.53 FEET;
2. S45°31'14"E, A DISTANCE OF 28.30 FEET TO THE POINT OF BEGINNING,

COUNTY OF ADAMS,
STATE OF COLORADO.

4. The following documents affect the land:

1. EXISTING LEASES AND TENANCIES, IF ANY.
2. OIL AND GAS LEASE RECORDED JANUARY 08, 1975 UNDER RECEPTION NO. [A067064](#), BOOK 1972 AT PAGE [465](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
3. OIL AND GAS LEASE RECORDED JUNE 15, 1984 IN BOOK 2884 AT PAGE [257](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
4. CONVEYANCE OF WATER AND MINERALS IN BARGAIN AND SALE DEED RECORDED DECEMBER 29, 2003 UNDER RECEPTION NO. [C1257885](#).
5. TERMS, CONDITIONS AND PROVISIONS OF WELLBORE SPECIFIC DECLARATION OF POOLING RECORDED OCTOBER 11, 2016 UNDER RECEPTION NO. [2016000085971](#).
6. TERMS, CONDITIONS AND PROVISIONS OF DECLARATION OF POOLING RECORDED DECEMBER 05, 2017 UNDER RECEPTION NO. [2017000107185](#).

Old Republic National Title Insurance Company

RESEARCH INFORMATION BINDER

Order Number: RND70890595

Policy No.: RIB70890595.29988336

7. TERMS, CONDITIONS AND PROVISIONS OF RATIFICATION AND JOINDER OF DECLARATION OF POOLING RECORDED APRIL 21, 2020 UNDER RECEPTION NOS. [2020000036174](#) AND [2020000036175](#).
8. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY CONTRACT RECORDED SEPTEMBER 27, 1983 IN BOOK 2794 AT PAGE [724](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WATER WELL AGREEMENT RECORDED DECEMBER 16, 1985 IN BOOK 3086 AT PAGE [981](#).
10. RESOLUTION AUTHORIZING EXEMPTION FROM COUNTY SUBDIVISION REGULATIONS RECORDED APRIL 28, 1986 IN BOOK 3137 AT PAGE [508](#).
11. REED EXEMPTION SURVEY MAP RECORDED APRIL 28, 1986 AT RECEPTION NO. [645064](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE LEASE, EASEMENT AND DAMAGE RELEASE RECORDED MAY 19, 1986 IN BOOK 3122 AT PAGE [354](#).
13. NOTICE OF GENERAL DESCRIPTION AREA SERVED BY PANHANDLE EASTERN PIPELINE COMPANY RECORDED JUNE 25, 1986 IN BOOK 3162 AT PAGE [961](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NOTICE OF EASEMENTS RECORDED MARCH 27, 1989 IN BOOK 3548 AT PAGE [248](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE AGREEMENT RECORDED FEBRUARY 05, 1996 IN BOOK 4675 AT PAGE [633](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NOTICE OF DRILLING RECORDED OCTOBER 27, 1997 IN BOOK 5138 AT PAGE [533](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CONTRACT TO BUY AND SELL REAL ESTATE RECORDED FEBRUARY 17, 2000 IN BOOK 6038 AT PAGE [117](#).
18. ZONING HEARING DECISION CASE RECORDED MARCH 12, 2002 UNDER RECEPTION NO. [C0938822](#).
19. PRELIMINARY PUD FOR TODD CREEK VILLAGE RECORDED AUGUST 23, 2002 UNDER RECEPTION NO. [C1014679](#).
20. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE EAGLE SHADOW METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 15, 2002, UNDER RECEPTION NO. [C1053863](#).
21. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TODD CREEK VILLAGE PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 21, 2002, UNDER RECEPTION NO. [C01057049](#).
AMENDED ORDER RECORDED JANUARY 13, 2003 UNDER RECEPTION NO. [C01079703](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION RECORDED JANUARY 17, 2003 UNDER RECEPTION NO. [C1082086](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING HEARING DECISION RECORDED APRIL 23, 2003 UNDER RECEPTION NO. [C1131691](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED DECEMBER 14, 2007 UNDER RECEPTION NO. [2007000114521](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED JANUARY 31, 2008 UNDER RECEPTION NO. [2008000007745](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED APRIL 26, 2012 UNDER RECEPTION NO. [2012000030201](#).

Old Republic National Title Insurance Company

RESEARCH INFORMATION BINDER

Order Number: RND70890595

Policy No.: RIB70890595.29988336

27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED APRIL 26, 2012 UNDER RECEPTION NO. [2012000030202](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEEDS RECORDED RECORDED AUGUST 28, 2019 UNDER RECEPTION NO. [2019000070945](#) AND SEPTEMBER 3, 2019 UNDER RECEPTION NO. [2019000072458](#) AND AUGUST 28, 2019 UNDER RECEPTION NO. [2019000070944](#) AND APRIL 28, 2022 UNDER RECEPTION NO. [2022000038324](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED JANUARY 30, 2020 UNDER RECEPTION NO. [202000009733](#).
30. TERMS, CONDITIONS AND PROVISIONS OF CONSENT RESOLUTION RECORDED JANUARY 28, 2021 UNDER RECEPTION NO. [2021000010759](#).
31. A DEED OF TRUST DATED SEPTEMBER 21, 2007 FROM COLORADO PROPERTY INVESTMENT, INC. TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF STEELE STREET BANK & TRUST TO SECURE \$695,000.00, AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, RECORDED OCTOBER 02, 2007, UNDER RECEPTION NO. [2007000093378](#).

MODIFICATION OF DEED OF TRUST RECORDED SEPTEMBER 11, 2013 UNDER RECEPTION NO. [2013000079661](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED OCTOBER 02, 2007, UNDER RECEPTION NO. [2007000093379](#).

32. DEED OF TRUST DATED APRIL 27, 2022 FROM WEST SOUTH PLATTE WATER & RESERVOIR COMPANY, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO THE PUBLIC TRUSTEE OF ADAMS FOR THE USE OF INBANK TO SECURE THE AGGREGATE SUM OF \$485,000.00 RECORDED APRIL 28, 2022 UNDER RECEPTION NO. [2022000038209](#).

ASSIGNMENT OF RENTS RECORDED APRIL 28, 2022 UNDER RECEPTION NO. [2022000038210](#).

NOTE: ADDITIONAL UPDATES TO THE EFFECTIVE DATE OF THE BINDER MAY BE REQUESTED BY THE PROPOSED INSURED. ONE UPDATE IS INCLUDED WITH THIS BINDER AT NO ADDITIONAL COST. ANY ADDITIONAL UPDATES WILL BE ISSUED AT THE COST OF \$150 PER UPDATE. FOR EACH UPDATE PROVIDED, A REVISED BINDER WILL BE ISSUED SHOWING A NEW EFFECTIVE DATE AND ANY MATTERS RECORDED SINCE THE EFFECTIVE DATE OF THE PREVIOUS BINDER.

THIS PRODUCT WILL ONLY BE UPDATED FOR 12 MONTHS FOLLOWING THE EFFECTIVE DATE OF THE ORIGINAL BINDER.

NOTE: THIS BINDER DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS, RECORDED OR NOT.

NOTE: THIS BINDER IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

EASEMENT AGREEMENT RECORDED AS RECEIVED

THIS EASEMENT AGREEMENT (Agreement) is entered into this 20th day of April, 2012, by and between LOPEZ LAND INVESTMENTS INC., a Colorado Corporation, whose address is 7501 Village Square Drive #205, Castle Rock, CO 80108 (the "Grantor") and COLORADO PROPERTY INVESTORS, INC., whose address is 7501 Village Square Drive #205, Castle Rock, CO 80108 (the "Grantee").

1. Grant. FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns perpetual non-exclusive easements (the "Easements") for the benefit of property owned by the Grantee located at 10450 E. 159th Ct., Brighton CO, 80602, in, to, through, over, under and across those certain parcels of real property located in Adams County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises") for (i) to construct, install, operate, use, maintain, repair, replace, and/or remove certain septic systems, leach fields and related facilities (collectively, the "Improvements"); and (ii) for other purposes consistent with the purpose of this Easement Agreement, subject and pursuant to the terms and conditions set forth herein.

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4

2. Limitations on Use. The Grantor shall not construct or place any structures and improvements of any kind, whether temporary or permanent, in the Easement or change the grade on the Easement unless specifically authorized by the Grantee.

3. Access. The Grantee, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across the Premises for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement.

X Return to:
10450 E. 159th Ct.
Brighton CO 80602
attn: Roger Hollard
Colorado Property Inv.

4. Restoration. Upon completion of any of its activities which disturb the surface of the Premises, the Grantee shall restore the surface of the Premises, to the condition it was in immediately prior to the initiation of construction or subsequent repair, except as otherwise provided herein or as necessarily modified to accommodate the Improvements and except that Grantor shall not be required to replace landscaping or fencing which may be installed by Grantee pursuant to #2 above.

5. Maintenance and Ownership. Grantee shall own the Improvements and shall maintain them at its sole cost and expense.

6. Subjacent and Lateral Support. The Grantee shall have the right of subjacent and lateral support for the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

7. Certain Reserved Rights. Except as otherwise provided in this Agreement, the Grantor reserves the rights to use the Premises as long as such uses do not interfere with the use of the Grantee, its successors and assigns as permitted herein. Grantor expressly covenants not to (i) grant other easement interests in the Premises to other grantees, or (ii) disturb or interfere with the Improvements or Grantee's maintenance of same.

8. Assignment. The Grantee shall have the right and authority to assign to any appropriate grantee any and all rights to use, and all obligations associated with, the Easements as are granted to and accepted by the Grantee herein.

10. Title. The Grantor represents and warrants that it owns the Premises in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid.

11. Inurement; Runs With Land. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties and their respective legal representatives, heirs, administrators, successors, and assigns. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Premises and are to run with the land.

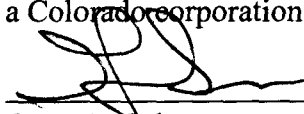
12. Attorneys' Fees. In the event either party seeks to enforce its rights hereunder through litigation, or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

13. Section Headings. The section headings contained herein are included for reference purposes only.

14. Governing Law. The terms, covenants, and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first set forth above.

GRANTOR:
LOPEZ LAND INVESTMENTS INC.
a Colorado corporation

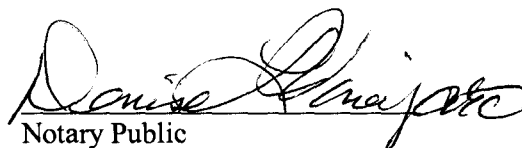
By: 
Gene A. Osborne
President

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 20th day of April, 2012, by Gene A. Osborne as President for Lopez Land Investments Inc.

Witness my hand and official seal.

My commission expires: 8/10/13


Notary Public

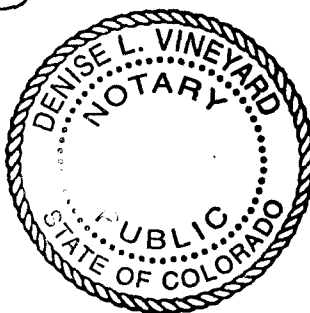
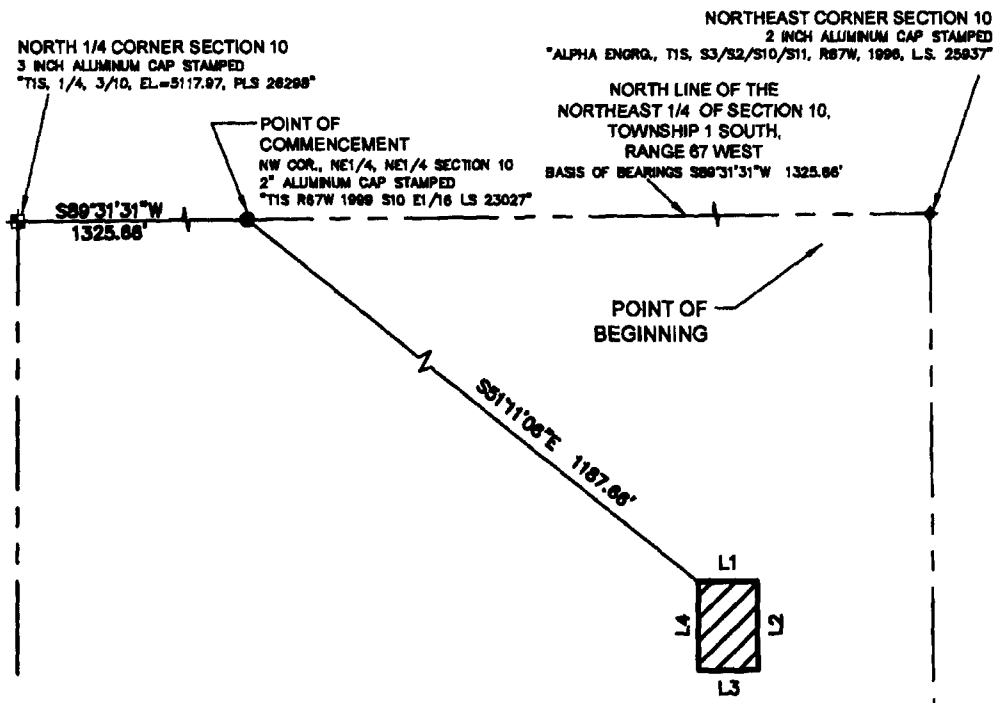


EXHIBIT A



LEGAL DESCRIPTION:

A SEPTIC EASEMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 67 WEST, OF THE 6TH PRINCIPAL MERIDIAN; ADAMS COUNTY, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, BEARING SOUTH 89°31'31" WEST. BEING MONUMENTED AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10 BY A 2" DIA. ALUMINUM CAP STAMPED "T1S R67W 1999 S10 E1/16 LS 23027", AND AT THE NORTHEAST CORNER OF SAID SECTION 10 BY A 2" ALUMINUM CAP STAMPED "ALPHA ENGRG., T1S, S3/S2/S10/S11, R67W, 1996, L.S. 25937".

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10;
 THENCE SOUTH 51°11'06" EAST, A DISTANCE OF 1,187.66 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 89°30'57" EAST, A DISTANCE OF 80.00 FEET;
 THENCE SOUTH 00°29'03" EAST, A DISTANCE OF 120.00 FEET;
 THENCE SOUTH 89°30'57" WEST, A DISTANCE OF 80.00 FEET;
 THENCE NORTH 00°29'03" WEST, A DISTANCE OF 120.00 FEET, TO THE POINT OF BEGINNING.

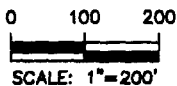
THE ABOVE DESCRIBED PARCEL CONTAINS 9,600 SQUARE FEET OR 0.22 ACRES MORE OR LESS.

NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY NEW HORIZON SURVEY, LLC. TO DETERMINE TITLE OR EASEMENTS OF RECORD.

2. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE DESCRIPTION ABOVE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°30'57"E	80.00'
L2	S00°29'03"E	120.00'
L3	S89°30'57"W	80.00'
L4	N00°29'03"W	120.00'



REVISIONS:	DATE:	BY:
1	EXHIBIT 0	03-13-12 RM
2	ENLARGED EASEMENT	04-19-12 RWH
3		

JOB NUMBER: 800-212-316 PAGE 1 OF 1



P.O. BOX 1306
 ARAPAHO, COLORADO 80001
 PH. (303) 802-8286 / FAX (303) 802-4890