

**CLOSING BINDER
ACQUISITION OF
RAINBOW NURSERY**

SELLER: Loren D. Frederick

PURCHASER: County of Boulder, a body corporate and politic

TITLE INSURANCE CO.: Heritage Title Company

DATE OF CLOSING: April 17, 2018

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17. Survey Affidavit dated April 14, 2018.
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20. General Warranty Deed dated April 14, 2018, recorded on April 19, 2018, at Reception No. 03651217, and re-recorded on April 23, 2018, at Reception No. 03651861.
21. Quitclaim Deed dated April 14, 2018, recorded on April 19, 2018, at Reception No. 03651216, and re-recorded on April 23, 2018, at Reception No. 03651862.
22. Bill of Sale dated April 14, 2018.
23. Water Stock Transfer Request to Boulder & White Rock Ditch Company to Boulder County, certificate no. 1287 and 1288 for 35 shares.
24. Application for Change of Class D Allotment Contract, for 8 units NCWCD dated April 17, 2018.
25. Water Stock Certificate No. 1311 for 35 shares of Boulder and White Rock Ditch Company, of which County owns a 100% interest.
26. Orders on Application (NCWCD) dated May 10, 2018.
27. Title Insurance Policy No. CO-FFAHL-IMP-81306-1-18-H0528359.
28. Land Survey Plat by Drexel Barrell, Job No. 5584, dated December 2, 1994.



Parks and Open Space

5201 St. Vrain Road • Longmont, Colorado 80503
303.678.6200 • Fax: 303.678.6177 • www.bouldercounty.org

BOCC BUSINESS MEETING

Time/Date of Meeting: 10:30 a.m., Thursday, April 6, 2018

Location: BOCC Hearing Room, 1325 Pearl Street, 3rd Floor, Boulder, CO

bu

TO:	Board of County Commissioners
FROM:	Mel Stonebraker, Parks and Open Space Department
RE:	Rainbow Nursery Conservation Easement Property – First Right of Purchase
DATE:	April 5, 2018

Summary

Boulder County holds a conservation easement over approximately 40 acres of land commonly called the Rainbow Nursery that lies south of Longmont on the east side of Highway 287 at 5762 N. 107th Street, Longmont, Colorado. The property includes 8 units of the Northern Colorado Water Conservancy District and 35 shares of the Boulder and White Rock Ditch and Reservoir Company (Water Rights). The property is currently owned by Loren Frederick, and Mr. Frederick has a contract to sell the land and water for \$985,000. Boulder County holds a first right of purchase to acquire the land and water for that price, and Parks and Open Space recommends exercising the right.

Background Information

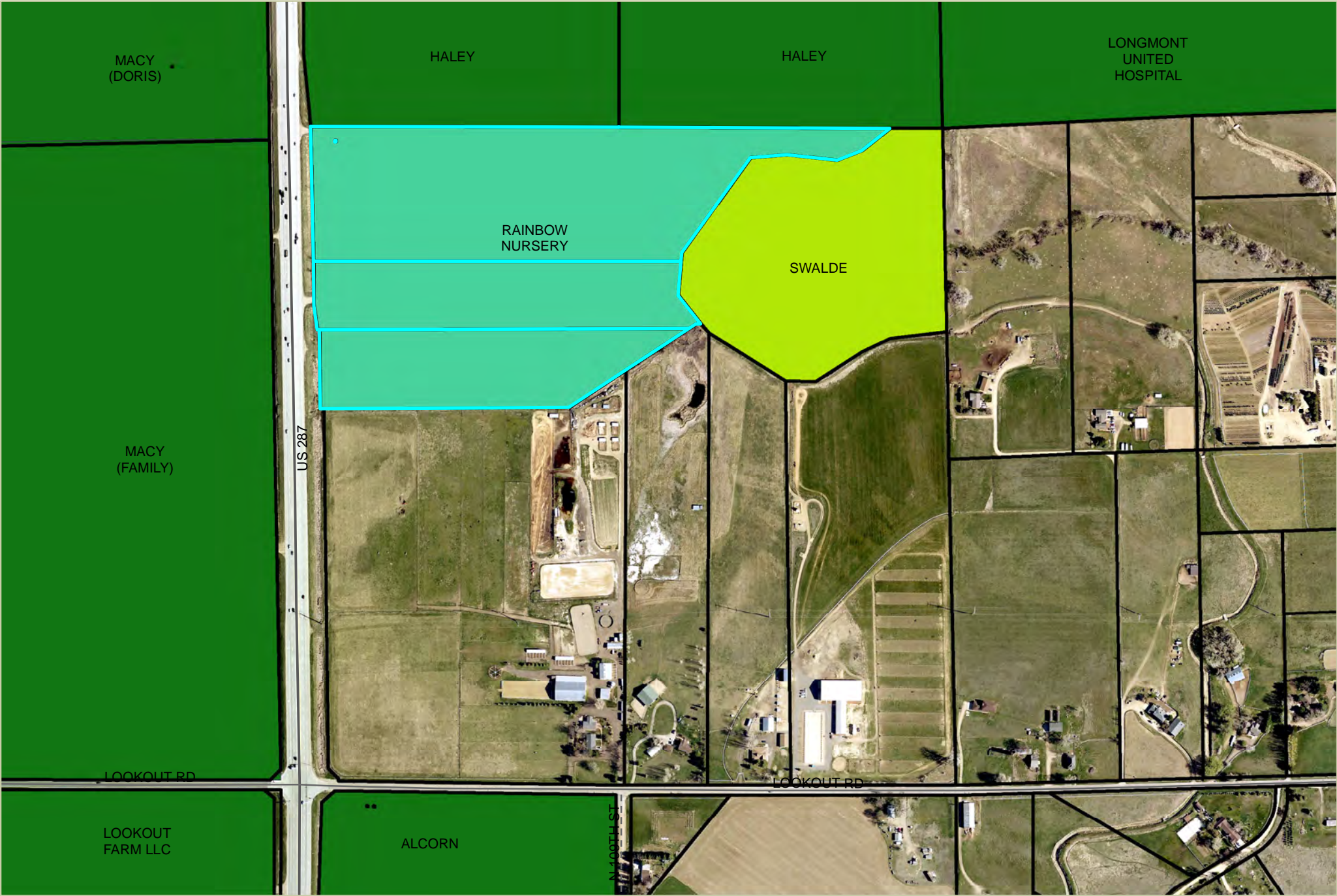
Boulder County acquired a conservation easement over the Rainbow Nursery property that is illustrated on the enclosed map. The county paid a total of \$169,625 for the easement in 1994. The conservation easement contains language giving the county a first right of purchase to acquire the underlying fee simple interest for the same price presented in a contract by a potential buyer. Mr. Fredrick has accepted an offer of \$985,000 from a potential buyer, and that contract triggers the county's first right to purchase.

Staff Recommendation

Staff recommends exercising the county's first right to purchase and acquiring the Rainbow Nursery property for \$985,000. Given that the Water Rights are valued at approximately \$385,000 that leaves the underlying land value at approximately \$600,000 which is a reasonable price of about \$15,000/acre for this conservation easement encumbered property, because the property still has one building right. The 1994 conservation easement over this property is one of the first done by the Parks and Open Space Department shortly after the open space sales and use tax passed in November 1993. Due to its vintage, the county could make language improvements if the county were to decide later to sell the property subject to a new conservation easement. The property will be used for open space, unless the county later decides the property would be appropriate for a zero waste site. If staff were to recommend pursuing either idea (selling the land subject to a new conservation easement or using it for a zero waste site or other non-open space use), staff will undergo the required public disposition process at that time.

BOCC Action Requested

Approve the transaction described above.



The following documents together comprise the contract for the Rainbow Nursery property.

The first part of the contract is the original offer from Robert C. Noble to purchase the property. That offer is unsigned by the seller Loren D. Frederick, because he countered the original offer. The counter is signed by Robert C. Noble, which created the contract.

That contract triggered the county's first right to purchase the property. The county then exercised that right by letter, which is included next in this PDF. The county's first right to purchase is described on page 3 of the conservation easement that follows the exercise letter.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: 02/22/2018

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, Virgin Xtrax Inc.,
will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other Severalty.

2.2. No Assignability. This Contract **Is Not** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Seller, Loren D Frederick, is
the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Boulder, Colorado:
LENGTHY -SEE ATTACHED EXHIBIT A

known as No. 5762 N. 107th Street, Longmont, CO 80504,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

All buildings, fixtures, and equipment as currently present. Including all green houses, various stacks of planting pots, tree crops, any and all other Personal Property

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

NONE

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☒ **2.7.1. Deeded Water Rights.** The following legally described water rights: 35 Shares of Boulder and White Rock Ditch and 8 Units of Big Thompson

Any deeded water rights will be conveyed by a good and sufficient SPECIAL WARRANTY deed at Closing.

☒ **2.7.2. Other Rights Relating to Water.**

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well," used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

☒ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:
ANY ASSOCIATED WITH 35 SHARES OF BOULDER WHITE ROCK DITCH AND 8 UNITS OF COLORADO BIG THOMPSON

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:
All water and sewer taps currently in place on properties.

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows: all crops currently growing to be conveyed with property.

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	MEC +3 days
		Title	
2	§ 8.1	Record Title Deadline	03/06/2018
3	§ 8.2	Record Title Objection Deadline	03/07/2018
4	§ 8.3	Off-Record Title Deadline	03/06/2018
5	§ 8.3	Off-Record Title Objection Deadline	03/07/2018
6	§ 8.4	Title Resolution Deadline	03/09/2018
7	§ 8.6	Right of First Refusal Deadline	MEC +47 DAYS (CE REQUIRES 45 DAYS)
		Owners' Association	
8	§ 7.3	Association Documents Deadline	NA
9	§ 7.4	Association Documents Objection Deadline	NA
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	with MEC
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	MEC+1
12	§ 5.2	Loan Objection Deadline	03/28/2018
13	§ 5.3	Buyer's Credit Information Deadline	NA
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	NA

15	§ 5.4	Existing Loan Documents Deadline	N/A
16	§ 5.4	Existing Loan Documents Objection Deadline	N/A
17	§ 5.4	Loan Transfer Approval Deadline	N/A
18	§ 4.7	Seller or Private Financing Deadline	N/A
Appraisal			
19	§ 6.2	Appraisal Deadline	03/16/2018
20	§ 6.2	Appraisal Objection Deadline	03/19/2018
21	§ 6.2	Appraisal Resolution Deadline	03/21/2018
Survey			
22	§ 9.1	New ILC or New Survey Deadline	03/16/2018
23	§ 9.3	New ILC or New Survey Objection Deadline	03/19/2018
24	§ 9.4	New ILC or New Survey Resolution Deadline	03/21/2018
Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline	03/06/2018
26	§ 10.3	Inspection Resolution Deadline	03/06/2018
27	§ 10.5	Property Insurance Objection Deadline	03/09/2018
28	§ 10.6	Due Diligence Documents Delivery Deadline	02/26/2018
29	§ 10.6	Due Diligence Documents Objection Deadline	04/02/2018
30	§ 10.6	Due Diligence Documents Resolution Deadline	04/22/2018
31	§ 10.6	Environmental Inspection Objection Deadline	NA
32	§ 10.6	ADA Evaluation Objection Deadline	NA
33	§ 10.7	Conditional Sale Deadline	N/A
34	§ 11.1	Tenant Estoppel Statements Deadline	N/A
35	§ 11.2	Tenant Estoppel Statements Objection Deadline	N/A
Closing and Possession			
36	§ 12.3	Closing Date	04/16/2018
37	§ 17	Possession Date	04/16/2018
38	§ 17	Possession Time	12:00 NOON
39	§ 28	Acceptance Deadline Date	02/24/2018
40	§ 28	Acceptance Deadline Time	5:00PM
41	4.7.1	SELLER FINANCING DOCUMENTS DEADLINE	04/11/2018

92 **3.1. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box,
93 blank or line in this Contract left blank or completed with the abbreviation “N/A”, or the word “Deleted” means such provision,
94 including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted. If
95 no box is checked in a provision that contains a selection of “None”, such provision means that “None” applies.

96 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

97
98 **4. PURCHASE PRICE AND TERMS.**

99 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount		Amount	
1	§ 4.1	Purchase Price	\$	925,000.00		
2	§ 4.3	Earnest Money			\$	25,000.00
3	§ 4.5	New Loan			\$	625,000.00
4	§ 4.6	Assumption Balance			\$	NA
5	§ 4.7	Private Financing			\$	NA
6	§ 4.7	Seller Financing			\$	NA
7						
8						
9	§ 4.4	Cash at Closing			\$	275,000.00
10		TOTAL	\$	925,000.00	\$	925,000.00

100 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$NA (Seller Concession). The Seller
101 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
102 and is included in the Closing Statement or Closing Disclosure, at Closing. Examples of allowable items to be paid for by the
103 Seller Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items

and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this section, in the form of a CHECK, will be payable to and held by Fidelity National Title Company, Boulder (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☒ **Conventional** ☐ **Other**

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1, presently payable at \$_____ per _____ including principal and interest presently at the rate of _____% per annum, and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** and ☐ _____

Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will not exceed _____% per annum and the new payment will not exceed \$_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$_____, then Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on the reduced amount of the actual principal balance.

Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$_____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☒ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before 10 days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost and compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to the Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to the Buyer, including its availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. Loan Objection. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan Documents Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraisal Condition. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**, notwithstanding § 8.3 or § 13:

6.2.1.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraisal Value is less than the Purchase Price.

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline** (§ 3), this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

6.3. Lender Property Requirements. If the lender imposes any requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond

those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Lender Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.3 does not apply if, on or before any termination by Seller pursuant to this § 6.3: (1) the parties enter into a written agreement regarding the Lender Requirements; or (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATION. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the following:

7.2.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;

7.2.2. Minutes of most recent annual owners' meeting;

7.2.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.2.1, 7.2.2 and 7.2.3, collectively, Governing Documents); and

7.2.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

7.3. Association Documents to Buyer.

7.3.1. Seller to Provide Association Documents. Seller is obligated to provide to Buyer the Association Documents, at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

276 ☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
 277 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must
 278 furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase
 279 Price.
 280 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

281 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
 282 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
 283 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics'
 284 liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded), and (6)
 285 unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC
 286 will be paid by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
 287 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
 288 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined
 289 below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to
 290 object under § 8.4 (Right to Object to Title, Resolution).

291 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations,
 292 covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of
 293 such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
 294 Documents).

295 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
 296 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
 297 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
 298 party or parties obligated to pay for the owner's title insurance policy.

299 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
 300 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

301 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
 302 Title Documents as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**.
 303 Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding
 304 § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or
 305 Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
 306 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be
 307 delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object
 308 to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or
 309 Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of
 310 Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4
 311 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents
 312 required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection
 313 by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title
 314 Commitment and Title Documents as satisfactory.

315 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
 316 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
 317 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights
 318 of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has
 319 the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g.,
 320 unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any
 321 unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's
 322 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
 323 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
 324 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection
 325 pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in
 326 § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by
 327 the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual
 328 knowledge.

329 **8.4. Right to Object to Title, Resolution.** Buyer's right to object to any title matters includes, but is not limited to those
 330 matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If
 331 Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

332 **8.4.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice
 333 of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on

or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline**, based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters.

8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE, AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS, AND GAS GATHERING AND PROCESSING FACILITIES.

8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.7.5. Title Insurance Exclusions. Matters set forth in this Section, and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a ☒ **New Improvement Location Certificate (New ILC)** ☐ **New Survey** in the form of _____ is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title), and _____ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the **New ILC or New Survey**. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

10.2. Disclosure of Latent Defects; Present Condition. Seller must disclose to Buyer any latent defects actually known by Seller. Seller agrees that disclosure of latent defects will be in writing. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Inspection Objection Deadline**:

10.3.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.3.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such

Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

Documents Delivery Deadline:

- ☒ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☒ **10.6.1.2.** Property tax bills for the last 2 _____ years;
- ☒ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;
- ☒ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- ☒ **10.6.1.5.** Operating statements for the past 2 _____ years;
- ☒ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- ☒ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

ANY

- ☒ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☒ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 3 _____ years;
- ☒ **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);
- ☒ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☒ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☒ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☒ **10.6.1.14.** Other documents and information:

ANY OTHER DOCUMENTATION OR INFORMATION KNOWN OR HELD BY SELLER PERTAINING TO THE PROPERTY

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

- 10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
- 10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.
- 10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline**, and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.3. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☐ Buyer will order or provide **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____, at the expense of ☐ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** will be extended by _____ days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☐ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as NA. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. There is **No Well**. Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. TENANT ESTOPPEL STATEMENTS.

11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

- 11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3.** The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;
- 11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6.** That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by AGREEMENT OF SELLING AND BUYERS BROKERS.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient GENERAL WARRANTY deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title**,

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** and **New ILC or New Survey**,

13.4. Inclusion of the Property within any special taxing district, and

13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

13.6. Other _____.

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees regardless of name or title of such fee (Association's Record Change Fee) must be paid by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.4. Local Transfer Tax. ☐ The Local Transfer Tax of _____% of the Purchase Price must be paid at Closing by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ None ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. The Private Transfer fee, whether one or more, is for the following association(s): _____ in the total amount of _____% of the Purchase Price or \$_____.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$TBD for:

☒ Water Stock/Certificates ☒ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
 and must be paid at Closing by ☐ None ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ None ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller.

614 **16. PRORATIONS.** The following will be prorated to the **Closing Date**, except as otherwise provided:
 615 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the
 616 year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and**
 617 **Most Recent Assessed Valuation.** ☐ **Other** _____.

618 **16.2. Rents.** Rents based on ☐ **Rents Actually Received** ☒ **Accrued.** At Closing, Seller will transfer or credit to
 619 Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of
 620 such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must
 621 assume Seller's obligations under such Leases.

622 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
 623 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred
 624 maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents.
 625 Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital.
 626 Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☐ **Seller.** Except
 627 however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature
 628 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association
 629 Assessments are currently payable at approximately \$ _____ per _____ and that there are no unpaid regular
 630 or special assessments against the Property except the current regular assessments and _____. Such
 631 assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to
 632 deliver to Buyer before **Closing Date** a current Status Letter.

633 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.

634 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.

635 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to
 636 the Leases as set forth in § 10.6.1.7.

637
 638 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
 639 to Buyer for payment of \$500.00 _____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date** and
 640 **Possession Time** until possession is delivered.

641

642

GENERAL PROVISIONS

643 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**

644 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain
 645 Time (Standard or Daylight Savings as applicable).

646 **18.2. Computation of Period of Days, Deadline.** In computing a period of days, when the ending date is not specified,
 647 the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or
 648 federal or Colorado state holiday (Holiday), such deadline ☐ **Will** ☒ **Will Not** be extended to the next day that is not a
 649 Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

650 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
 651 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
 652 condition existing as of the date of this Contract, ordinary wear and tear excepted.

653 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of
 654 loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), and if the repair of
 655 the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance
 656 proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under
 657 § 25.1, on or before **Closing Date** if the Property is not repaired before **Closing Date** or if the damage exceeds such sum. Should
 658 Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance
 659 proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus
 660 the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event
 661 Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the
 662 Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if
 663 acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the
 664 parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and
 665 will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the
 666 insurance claim.

667 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication
 668 services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged

between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Risk of Loss – Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract, (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This section will not alter any date in this Contract, unless otherwise agreed.

722 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
723 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
724 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole
725 subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and
726 deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and
727 reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money
728 Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the
729 lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is
730 authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has
731 not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order
732 of the Court. The parties reaffirm the obligation of **Mediation**. This Section will survive cancellation or termination of this
733 Contract.

734 **25. TERMINATION.**

735 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
736 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
737 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
738 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as
739 satisfactory and waives the Right to Terminate under such provision.

740 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be
741 returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

742 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
743 addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining
744 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the
745 terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right
746 or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the
747 same. Any successor to a Party receives the predecessor's benefits and obligations of this Contract.

748 **27. NOTICE, DELIVERY, AND CHOICE OF LAW.**

749 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
750 § 27.2, and is effective when physically received by such party, any individual named in this Contract to receive documents or
751 notices for such party, the Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after
752 Closing must be received by the party, not Broker or Brokerage Firm).

753 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer
754 or Seller, any individual named in this Contract to receive documents or notices for such party, the Broker or Brokerage Firm of
755 Broker working with such party (except any notice or delivery after Closing must be received by the party; not Broker or
756 Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

757 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email
758 address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to
759 access the documents, or (3) facsimile at the Fax No. of the recipient.

760 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
761 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
762 located in Colorado.

763 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
764 Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or
765 before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between
766 Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy
767 thereof, such copies taken together are deemed to be a full and complete contract between the parties.

768 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not
769 limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations, Title**
770 **Insurance, Record Title and Off-Record Title, New ILC, New Survey and Property Disclosure, Inspection, Indemnity,**
771 **Insurability, Due Diligence, Buyer Disclosure and Source of Water.**

772

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

PURCHASE IS CONTINGENT UPON THE FOLLOWING:

1) BOULDER COUNTY APPROVAL OF SITE PLANS AND USE OF THE PROPERTY AS A HEMP PRODUCING, STORAGE, AND PROCESSING OPERATION BY MEC+47 DAYS

2) PURCHASE IS CONTINGENT UPON WATER RIGHTS CONVEYED TO BE LEGALLY USED IN THE PRODUCTION OF HEMP.

3) PURCHASE CONTINGENT UPON APPROVAL OF A WELL TO BE DRILLED.

4) SUBJECT TO BUYERS ATTORNEY REVIEW OF THIS CONTRACT AND ALL ASSOCIATED DOCUMENTS BY 3/26/2018

5) BOULDER COUNTY RELEASE OF RIGHT OF FIRST REFUSAL AS OUTLINED IN DEED.

31. ATTACHMENTS.

31.1. The following attachments **are a part** of this Contract:

31.2. The following disclosure forms **are attached** but are **not** a part of this Contract:

SIGNATURES

Buyer's Name: Robert C. Noble

Buyer's Name: _____

Robert C. Noble

dotloop verified
02/23/18 12:29PM
MST
X6YK-I7F4-5V8T-IO20

Buyer's Signature

Date

Buyer's Signature

Date

Address:

Phone No.: 303.944.3026

Fax No.: _____

Email Address: rcnoble9904@gmail.com

Address:

Phone No.: _____

Fax No.: _____

Email Address: _____

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

Seller's Name: Loren D Frederick

Seller's Name: _____

--	--

Seller's Signature _____ Date _____

--	--

Seller's Signature _____ Date _____

Address:

--

Phone No.: _____

Fax No.: _____

Email Address: _____

Address:

--

Phone No.: _____

Fax No.: _____

Email Address: _____

815

816 **32. COUNTER; REJECTION.** This offer is ☐ Countered ☐ Rejected.

817 **Initials only of party (Buyer or Seller) who countered or rejected offer**

--	--

818

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☒ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name: _____

Broker's Name: _____

<i>Donald R. Phillips</i>	dotloop verified 02/23/18 4:42PM MST XML5-S5BP-1QPX-T325
---------------------------	--

Broker's Signature

Date

Address:

--

Phone No.: _____

Fax No.: _____

Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.

☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name: _____

Broker's Name: _____

--

Broker's Signature

Date

Address: _____

--

Phone No.: _____

Fax No.: _____

Email Address: _____

--

819



KL Realty, LLP
263 2nd Ave #102
Niwot, CO 80503
Phone: (303) 444-3177
Fax: (303) 444-3136
team@klrealty.net

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CP40-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

COUNTERPROPOSAL

Date: **February 25, 2018**

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated **February 22, 2018** (Contract), between **Loren D. Frederick** (Seller), and **Virgin Xtrax Inc.** (Buyer), relating to the sale and purchase of the following legally described real estate in the County of **Boulder**, Colorado:

1. **21.64 ACS M/L IN NW 1/4 SE 1/4 3-1N-69 LESS 1.36 ACS M/L TO HWY DEPT PER DEED 1061409 8/90 NCWA C1640 4 AFU SPLIT TO ID 109694 CONSERV ESMT 12/94 REC 1485777**

-and-

2. **9.34 ACS M/L IN NW 1/4 SE1/4 3-1N-69 LESS 0.66 ACS M/L TO HWY DEPT FOR ROAD R/W PER DEED 1061409 8/30/90 BCR SPLIT ID 109693 NCWA T1640A 2 AFU CONSERVATION EASEMENT 12/19/94 REC 1485777**

-and-

3. **9.11 ACS NW 1/4 SE 1/4 3-1N-69 LESS MINERALS PER DEED 890175 11/23/87 BCR SEE MIN SPLIT 99846 LESS .89 ACS M/L HWY DEPT 105253 8/90 SPLIT 109695 NCWA T1640B 2 AFU CONS ESMT 12/94 REC 1485777**

See attached. Legal description to be confirmed by survey and corrected if necessary

known as No.	5762 N 107th St	Longmont	CO	80504	(Property).
	Street Address	City	State	Zip	

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. **§ 3. DATES AND DEADLINES.** [Note: This table may be deleted if inapplicable.]

Item No.	Reference	Event	Date or Deadline	No Change	Deleted
1	§ 4.3	Alternative Earnest Money Deadline			
		Title			
2	§ 8.1	Record Title Deadline			
3	§ 8.2	Record Title Objection Deadline			
4	§ 8.3	Off-Record Title Deadline			
5	§ 8.3	Off-Record Title Objection Deadline			
6	§ 8.4	Title Resolution Deadline			
7	§ 8.6	Right of First Refusal Deadline			
		Owners' Association			
8	§ 7.3	Association Documents Deadline			
9	§ 7.4	Association Documents Objection Deadline			
		Seller's Property Disclosure			
10	§ 10.1	Seller's Property Disclosure Deadline			
		Loan and Credit			
11	§ 5.1	Loan Application Deadline			
12	§ 5.2	Loan Objection Deadline			
13	§ 5.3	Buyer's Credit Information Deadline			
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline			
15	§ 5.4	Existing Loan Documents Deadline			
16	§ 5.4	Existing Loan Documents Objection Deadline			
17	§ 5.4	Loan Transfer Approval Deadline			
18	§ 4.7	Seller or Private Financing Deadline			
		Appraisal			
19	§ 6.2	Appraisal Deadline			
20	§ 6.2	Appraisal Objection Deadline			
21	§ 6.2	Appraisal Resolution Deadline			
		Survey			
22	§ 9.1	New ILC or New Survey Deadline			
23	§ 9.3	New ILC or New Survey Objection Deadline			
24	§ 9.4	New ILC or New Survey Resolution Deadline			
		Inspection and Due Diligence			
25	§ 10.3	Inspection Objection Deadline			
26	§ 10.3	Inspection Resolution Deadline			
27	§ 10.5	Property Insurance Objection Deadline			
28	§ 10.6	Due Diligence Documents Delivery Deadline	March 6, 2018		
29	§ 10.6	Due Diligence Documents Objection Deadline	March 26, 2018		
30	§ 10.6	Due Diligence Documents Resolution Deadline	March 28, 2018		
31	§ 10.6	Environmental Inspection Objection Deadline CBS2, 3, 4			
32	§ 10.6	ADA Evaluation Objection Deadline CBS2, 3, 4			
33	§ 10.7	Conditional Sale Deadline			
34	§ 11.1	Tenant Estoppel Statements Deadline CBS2, 3, 4			
35	§ 11.2	Tenant Estoppel Statements Objection Deadline CBS2, 3, 4			
		Closing and Possession			
36	§ 12.3	Closing Date			
37	§ 17	Possession Date			
38	§ 17	Possession Time			

26 **3. § 4. PURCHASE PRICE AND TERMS.** [Note: This table may be deleted if inapplicable.]

27 The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount		Amount
1	§ 4.1	Purchase Price	\$	985,000.00	
2	§ 4.3	Earnest Money			\$ 25,000.00
3	§ 4.5	New Loan			\$ 685,000.00
4	§ 4.6	Assumption Balance			\$
5	§ 4.7	Private Financing			\$
6	§ 4.7	Seller Financing			\$
7					
8					
9	§ 4.4	Cash at Closing			\$ 275,000.00
10		TOTAL	\$	985,000.00	\$ 985,000.00

28
29 **4. ATTACHMENTS.** The following are a part of this Counterproposal:

30
31
32
33 **Note:** The following disclosure forms **are attached** but are **not** a part of this Counterproposal.

34
35
36
37 **5. OTHER CHANGES.**

38 *All provisions in the offer dated 2/22/2018 are hereby deleted and replaced with the following clauses.*

- 1. Para 3, Item 41 is deleted. No Seller financing is involved.*
- 2. Buyer's Attorney will review all documents within the deadlines governing this contract.*
- 3. In the event they do not wish to exercise their right to purchase, Boulder County will provide a written release.*
- 4. Simultaneous with Mutual Execution, Buyer will provide to seller a pre-qualification letter from the lender. Buyer reserves the right to make acceptance of the offer conditional upon satisfactory determination of the letter.*
- 5. Documents called under 10.6.1 will only be delivered if they are in the possession of the Seller.*
- 6. The Seller will provide a BCPH Property Transfer Certificate for the septic system to be used under its designed purpose, as defined by the Conservation Easement, at least 5 days before closing.*

39
40
41 **6. ACCEPTANCE DEADLINE.** This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced
42 by their signatures below and the offering party to this document receives notice of such acceptance on or before

43 February 27, 2018 5:00 pm.

44 Date Time

45
46 If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms
47 and conditions of the Contract remain the same.

48 Buyer's Name: *Virgin Xtrax Inc.*

Robert C. Noble
dotloop verified
02/27/18 6:30PM EST
JHQJ-NWYW-YSMS-EBE1

Buyer's Signature: **Robert C. Noble** Date

Address: _____

Phone No.: **(303) 944-3026**

Fax No.: _____

Email Address: **rcnoble9904@gmail.com**

Seller's Name: **Loren D. Frederick**

DocuSigned by:
Loren D. Frederick
9235F2019980413...

2/26/2018

Seller's Signature: **Loren D. Frederick** Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

- 49 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal.
50 Brokers must complete and sign the Broker's Acknowledgements and Compensation Disclosure portion of the Contract.
51

Seller's Name: Loren D Frederick

Seller's Name: _____

--	--

Seller's Signature _____ Date _____

Address:

--

Phone No.: _____

Fax No.: _____

Email Address: _____

--	--

Seller's Signature _____ Date _____

Address:

--

Phone No.: _____

Fax No.: _____

Email Address: _____

815

816

817

32. COUNTER; REJECTION. This offer is ☒ Countered ☐ Rejected. ^{DS}

Initials only of party (Buyer or Seller) who countered or rejected offer

DS

818

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ Buyer's Agent ☐ Seller's Agent ☐ Transaction-Broker in this transaction.

☐ This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by ☒ Listing Brokerage Firm ☐ Buyer ☐ Other _____.

Brokerage Firm's Name: _____

Broker's Name: _____

<i>Donald R. Phillips</i>	dotloop verified 02/23/18 4:42PM MST XML5-S5BP-1QPX-T325
---------------------------	--

Broker's Signature _____ Date _____

Address:

--

Phone No.: _____

Fax No.: _____

Email Address: _____

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☒ Seller's Agent ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ This is a **Change of Status**.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** _____.

Brokerage Firm's Name: KL Realty, LLP
Broker's Name: _____

<small>DocuSigned by:</small>	
<i>John Dabbs</i>	2/26/2018
Broker's Signature	Date
<small>B64152F0ADFD4BB...</small>	

Address:

Phone No.: _____

Fax No.: _____

Email Address: _____

819

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88° 33' 25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said section 3, North 88° 33' 25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88° 33' 25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00° 13' West 566.32 feet; thence North 90° 00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6° 28' East, 21.77 feet; North 36° 58' East 469 feet; North 86° 32' East 145.16 feet; South 82° 19' East 205 feet; North 68° 40' East 103.20 feet; North 54° 17' 40" feet 141.17 feet to the True Point of Beginning;

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder,
State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88° 33' 25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of Said Section 3, North 88° 33' 25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00° 13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00° 13' West 269.68 feet; thence North 90° 00' East 1647.02 feet; thence North 56° 47' East 23.56 feet; thence North 90° 00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37° 14' West 143.50 feet; North 6° 20' East 143.43 feet; thence North 90° 00' West 1605.04 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways by deed recorded August 30, 1990 as Reception No. 01061409,

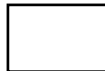
County of Boulder,
State of Colorado.

Parcel 3:

A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88° 33' 25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast 1/4 of said Section 3, North 88° 33' 25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00° 13' West 536 feet to the True Point of Beginning; thence continuing along said approximate center South 00° 13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South 89° 26' East 1143.70 feet; North 59° 25' East 273 feet; North 56° 47' East 322.14 feet; thence North 90° 00' West 1647.02 feet, to the True Point of Beginning.

Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No. 01056253,

County of Boulder,
State of Colorado.



(the "Property").



Parks & Open Space

5201 St. Vrain Road • Longmont, Colorado 80503
303.678.6200 • Fax: 303.678.6177 • www.bouldercounty.org

April 5, 2018

Loren D. Frederick
P.O. Box 1000
Bixby, OK 74008

Re: Rainbow Nursery Property

Dear Mr. Frederick:

We have reviewed a copy of the contract and counteroffer you have received from Virgin Xtrax Inc. for the purchase of your Rainbow Nursery Property and associated water rights located at 5762 N. 107th St., in unincorporated Boulder County, Colorado (the "Property"). The Property is subject to a conservation easement held by the County, dated December 12, 1994 and recorded on December 19, 1994 at Reception No. 01485777 ("Conservation Easement") pursuant to a purchase agreement dated October 13, 1994 and recorded October 14, 1994 at Reception No. 01470678.

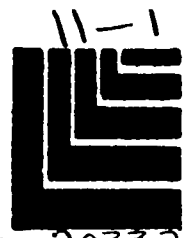
Boulder County hereby exercises its rights under paragraph 2f of the Conservation Easement and Paragraph 26 of the purchase agreement to purchase the Property "for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable" to you. The offer indicates a \$985,000 price for Property, so Boulder County hereby offers to purchase the Property for the offer price of \$985,000. The county's earnest money in the amount of \$25,000 will be delivered to the title company within 3 days.

Mel Stonebraker, Senior Land Officer, will coordinate the transaction for the county. He can be reached at 303-678-6262 or mstonebraker@bouldercounty.org. Please feel free to call him directly if you have any questions. Mel will work with your representatives to close the transaction. In keeping with dates in the contract, interim contractual deadlines will also be based on today's date of April 5, 2018.

Sincerely,

Eric Lane
Director

cc: KL Realty, team@klrealty.com
Donald R. Phillips, donald.phillips@kw.com



DEED OF CONSERVATION EASEMENT IN GROSS

THIS DEED OF CONSERVATION EASEMENT IN GROSS is entered into by and between Barney C. Barnett, Jr. and Cheryn H. Barnett, hereinafter referred to as the "Grantor", and the County of Boulder, a body corporate and politic, hereinafter referred to as the "Grantee".

20332
0

RECITALS

WHEREAS, Grantor is the sole owner of certain real property within the County of Boulder, State of Colorado, and more particularly described in Exhibit 1 attached hereto and incorporated herein by this reference and hereinafter referred to as the "Property"; and

WHEREAS, the Property is comprised of approximately 40 acres of prime agricultural land, as determined by the Soil Conservation Service Soils Capability Classes, and certain water rights necessary to the continuation of agricultural production; and

WHEREAS, the current use of the Property is for commercial nursery purposes; and

WHEREAS, the Property's significant agricultural attributes, its present and continued agricultural use and its open space values are of great importance to the Grantor, the Grantee and the people of the County of Boulder and are worthy of preservation; and

WHEREAS, the Grantor desires to continue responsible agricultural practices and the use of the Property in such a manner that protects the Property's agricultural and water resources; and

WHEREAS, it is the policy of Boulder County to encourage preservation and utilization of prime agricultural lands for agricultural uses as such policy is declared in the Boulder County Comprehensive Plan; and

WHEREAS, the Boulder County Zoning Resolution, adopted by the Boulder County Board of Commissioners pursuant to the county comprehensive plan, designates the Property as "Agricultural" and provides that permissible uses of the Property are limited to agricultural production and certain other compatible or agricultural-related uses; and

WHEREAS, the State of Colorado has recognized the importance of private efforts to preserve land in a natural, scenic, historical or open condition, and for wildlife habitat and agricultural uses consistent with the protection of open land having undisturbed or restored environmental quality, by the enactment of Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.); and

11-2

WHEREAS, the Grantor desires to sell an interest in the Property to the Grantee in order to assure its preservation in perpetuity; and

WHEREAS, the Grantee recognizes the public benefit to be served by such preservation as described in the Boulder County Comprehensive Plan Environmental Resources and/or Open Space Sections; and

WHEREAS, the Grantee desires to purchase an interest in the Property from the Grantor in order to assure its preservation in perpetuity for agricultural uses and for the open space function which it serves.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of ONE HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$169,625.00) and of the mutual covenants contained herein, and further pursuant to Section 38-30.5-101, et seq., Colorado Revised Statutes 1973 (1982 Repl. Vol.), Grantor does hereby convey to Grantee a Conservation Easement in Gross (hereinafter, the "Easement") consisting of the rights hereinafter enumerated, over and across the real property described in Exhibit 1.

1. Purpose. It is the purpose of this Easement to preserve and protect in perpetuity the significant agricultural attributes of the Property, its continued agricultural use and its open space values.

2. Affirmative Rights Conveyed. The affirmative rights conveyed to Grantee by this Easement are the following:

(a) To preserve and protect in perpetuity the open space values and the agricultural and water resources of the Property.

(b) To require that the Property be managed consistent with a Soil and Water Conservation Plan as prepared and approved by the Boulder Valley Soil Conservation District or its successor, which plan shall be updated at least every ten (10) years.

(c) To enter upon the Property to inspect and enforce the rights herein granted upon prior notice to Grantor, Grantor's successors and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the Property at the time of such entry.

(d) To be considered an owner of an interest in the Property, and therefore a co-applicant, for the purpose of any application for zoning change, annexation to a municipality, variance to or exemption from the land use regulations of the controlling jurisdiction, right-of-way vacation, building

permit, grading permit or other permit pertaining to a use of the Property which is regulated by a governmental authority and not otherwise provided for in the Easement. The County's status of owner of an interest in the Property shall be limited to the right to sign or refuse to sign the aforementioned applications and shall carry no further obligation, financial or otherwise.

(e) To review and approve or deny applications from the Grantor for uses neither expressly granted nor specifically prohibited by the Easement described herein but which may be conducted in a manner consistent with agriculture as the primary use of the Property and which do not compromise the value of the land as a commercial nursery. Approval, if granted, shall be by resolution of the Board of County Commissioners of Boulder County and recorded in the office of the County Clerk and Recorder.

(f) The first right to purchase the Property or any portion thereof, along with any or all of the water and mineral rights described in Exhibit 1. In the event the Grantor desires to sell such parcel or any portion thereof and receives a bona fide offer for such sale, the Property or any portion thereof shall be offered to the Grantee who shall have a first right to purchase such offered fee interest for the same terms and conditions as the bona fide offer or for an amount and terms equally acceptable to the Grantor. Written notice of such bona fide offer shall be given to the Grantee who shall have forty-five (45) days from the date of receipt of the written notice to accept such offer, and if not accepted, the sale may be made to such third party purchaser.

Except as expressly provided herein Grantor retains exclusive access to and use of the Property.

3. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Property to agricultural uses and related structures and the other related or compatible uses which are described herein. The following uses and practices are permitted under this Easement, and these practices are not to be precluded, prevented, or limited by this Easement:

(a) Continuation of agricultural uses, including the open growing and wholesale and retail sales of the Property of commercial nursery stock at a level consistent with the Boulder County Zoning Resolution and with the Soil and Conservation Plan for the Property as prepared and approved by the Boulder Valley Soil Conservation District or its successor. The agricultural activities shall not result in the pollution or degradation of any surface or subsurface waters.

(b) Maintenance, repair, replacement and use of all roads and structures legally existing on the Property as of the date of the Easement, substantially in their present condition or as reasonably necessary for the uses permitted on the Property.

(c) Subject to the requirements for issuance of a building permit, the right to build one single-family residence on the Property, not to exceed 3500 square feet, in a location which shall not diminish the agricultural and open space values of the Property, which location shall require the written consent of the Grantee.

(d) The right to place a mobile home, greenhouses, storage facilities and/or buildings related to the wholesale or retail sale of nursery stock and supplies on the Property which are accessory to the agricultural (commercial nursery and related sales) use, provided that (i) such structures shall only be placed in the northern 21 acres of the Property, (ii) the total area of all existing structures and any new structures on the Property shall not exceed 20,000 square feet, (iii) the Seller complies with all Boulder County Land Use Regulations in effect at the time the Seller desires to place additional structures on the Property, including any requirements to apply to the Board of County Commissioners for approval of such structures, and (iv) all such structures are permitted by the Boulder County Land Use Regulations in effect at the time the Seller desires to place additional structures on the Property. Low profile fences used by the Seller as wind breaks and screens shall not be considered structures subject to the provisions of this paragraph.

(e) Installation, maintenance, repair, removal and relocation, and replacement of utility mains, lines and underground facilities for the purpose of providing utility services to the Property.

(f) Development and maintenance of such water resources on the Property as are necessary or convenient for irrigation and the agricultural uses conducted thereon pursuant to the terms hereof; provided, however, that the development and use of such water resources shall be compatible with the purposes of this Easement to protect and preserve the agricultural and open space values of the Property. Permitted activities shall include installation, maintenance, repair, removal and relocation, and replacement of agricultural irrigation facilities, including ditches, pipes and water diversion structures.

(g) Use of agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with that frequency of application necessary to accomplish reasonable agricultural purposes. Such use shall not contaminate surface and ground water. Grantor shall control all noxious weeds according to the provisions of Title 35 of Colorado Revised Statutes and/or the administrative rules and regulations promulgated by the Commissioner of Agriculture of the State of Colorado or by the Board of County Commissioners of Boulder County.

(h) Control of predatory and problem animals by the use of selected control techniques whose effect will be upon only specific animals or species which have caused or are likely to cause damage to crops, livestock or other property. Such control techniques shall not have detrimental impacts upon water quality and the continued agricultural use of the Property and shall exclude the use of leghold traps.

(i) Use of the Property for hunting by Grantor, Grantor's heirs, licensees, and assigns, to the extent that harvesting of game from the Property is not inconsistent with game management objectives. For the purpose of this provision, Grantor and Grantee agree that Grantor may request and rely upon an opinion from the Colorado Division of Wildlife defining the quantity of game which can be harvested from the land in any year consistent with generally accepted principles of game management.

(j) Use of the Property for recreational, scientific and/or educational activities which are occasional in nature, are limited to Grantor and Grantor's invited guests and in no way interfere with or are detrimental to the agricultural resources and uses of the Property.

(k) Except as such interest is otherwise conveyed to Grantee by deed or certificates of ownership, Grantor specifically retains (1) all right, title, and interest in and to all tributary and non-tributary water, water rights, and related interests in, on, under, or appurtenant to the land; and (2) all right, title, and interest to subsurface oil, gas, and other minerals; provided, however, that exploration for, and extraction of any minerals shall be undertaken in a manner consistent with the Boulder County Zoning Resolution and other applicable regulations and designed to ensure the protection of the agricultural resources of the Property. Surface and open mining are expressly prohibited by this Easement. The water rights referred to in this paragraph are those described in Exhibit 1 attached hereto and made a part hereof by reference. A restriction preventing the historic Water Rights from being severed from the Property shall be effective as of the date of purchase of the conservation easement on the Property.

(1) Grantor retains the right to apply to the Grantee for permission to conduct other uses and activities on the Property which are neither expressly granted nor specifically prohibited by the Easement but which may be conducted in a manner consistent with agriculture as the primary use of the Property and which do not compromise the value of the land as prime cropland. Approval, if granted, shall be by resolution of the Board of County Commissioners of Boulder County and recorded in the office of the County Clerk and Recorder.

4. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purposes of this Easement and shall be prohibited upon or within the Property:

(a) The change, disturbance, alteration, or impairment of the open space values and the agricultural resources of the Property except as otherwise provided herein.

(b) Those uses which are consistent with the Boulder County Zoning Resolution as it applies to the Property but which may be detrimental to preservation and protection of the agricultural resources of the Property. Such prohibited uses shall include, but are not limited to:

1. Additional residences, including mobile homes, except as provided in Paragraph 3 of this Easement;
2. Kennel
3. Veterinary hospital
4. Public or private school
5. Parks, playgrounds and playfields
6. Church
7. Group care home, receiving home or child care center
8. Community swimming pool or neighborhood recreation center
9. Non-profit community theater
10. Public or private campground
11. Airport or heliport
12. Cemetery, including accessory mortuary
13. Golf course, including accessory eating and drinking place
14. Resort lodge or guest ranch not accommodated by existing structures
15. Archery range, rifle range, or golf driving range
16. Water reservoir, water tank, water treatment facility, utility substation or regulator station not directly related to agricultural use of the Property
17. Sewage treatment facility, exclusive of an individual sewage disposal system
18. Solid waste transfer facility or disposal site
19. Communication facility
20. Fire station
21. Open or subsurface mining

- 22. Public or quasi-public uses and facilities, except rights-of-way which may be required for construction of public streets and roads and then only when such public streets and roads are consistent with the Boulder County Comprehensive Plan.
- 23. Temporary asphalt, concrete or other batch plant
- 24. Wind-powered electric generators to produce electricity for off-site use

(c) Any use not expressly permitted by the Boulder County Zoning Resolution as it applies to the Property.

(d) The construction, placing, or erection of any signs or billboards except those needed for the nursery uses permitted herein, which are consistent with Boulder County Land Use Regulations.

(e) The dumping or accumulation of trash, ashes, garbage, waste or other unsightly or offensive material on the Property, provided, however, that agricultural products and by-products may be placed or stored on the land, so long as such placement or storage is consistent with the public health and with sound agricultural practices.

(f) The construction, reconstruction, or replacement of any structures except as provided in Paragraph 3 hereof. For purposes of this Easement, fencing shall not be deemed a structure.

(g) The division, subdivision, or de facto subdivision of the Property without the express consent of the Grantee. The conditions of this Easement shall attach to the land and shall survive any division of the Property.

(h) The conveyance of right-of-way or the construction of any new roadways without the consent of the Grantee, which consent shall not be unreasonably withheld, provided that such roadways are constructed so as to minimize the impact on agricultural resources of the Property.

(i) The sale, conveyance or conversion of the water rights described in Exhibit 1 to non-agricultural uses, or the severing of the water rights described in Exhibit 1 from the Property.

5. Baseline Data. It is acknowledged by the Grantee and the Grantor that the Property contains significant agricultural resources and open space values and that the Property will be managed consistent with the Soil and Water Conservation Plan as stated in Paragraph 2(b) herein. In order to establish a complete inventory of the present conditions of the Property and its agricultural resources and open space values so as to be able to properly monitor future uses of the Property and assure compliance

with the terms hereof, Grantee shall prepare or cause to be prepared an inventory of the Property's relevant features and conditions (the "Baseline Data"). Grantor shall allow Grantee, or Grantee's designated agent, access to Property to conduct necessary studies in developing the Baseline Data, provided, however, that such access does not unreasonably restrict or interfere with normal agricultural operations as permitted under this Easement. The Baseline Data may include, but need not be limited to, aerial photographs, topographical maps, maps indicating the extent of agricultural uses, and botanical and wildlife photographs and reports. The parties acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's use or the physical condition of the property subject to this Easement as of the date hereof, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

6. Enforcement Rights of Grantee. In the event of a violation of any term, condition, covenant, or restriction contained in this Easement, after thirty (30) days notice of violation to the Grantor, the Grantee may institute a suit to enjoin by temporary and/or permanent injunction such violation, or for damages for breach of covenant, or may take such other action as it deems necessary to insure compliance with the terms, conditions, covenants and purposes of this Easement; provided, however, that any failure to so act by the Grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Easement in the future.

7. Restoration. Grantor further intends that should any prohibited activity be undertaken on the Property, the Grantee shall have the right to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by Grantor, its successors, or assigns, against whom a judgment is entered. Nothing contained herein shall be construed to preclude Grantor from exhausting all legal remedies that may be available in determining whether the proposed activity to which the Grantee has objected is consistent with this Easement.

8. Costs and Taxes. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property and does hereby indemnify the Grantee therefrom. In addition, Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property or on this Easement.

9. Access. Nothing contained herein shall be construed as affording the public access to any portion of the land subject to this Easement. Nothing in this Easement shall be construed to preclude Grantor's right to grant limited public access to third

parties across its land. All access, whether by third parties or the Grantor, shall be performed in a reasonable manner that does not result in degradation of the agricultural attributes of the Property.

10. Grant in Perpetuity. The Easement herein granted shall be a burden upon and shall run with the Property in perpetuity, and shall bind the Grantor, Grantor's successors and assigns forever.

11. Miscellaneous.

(a) The terms "Grantor" and "Grantee", whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and Grantor's heirs, personal representatives, executors, successors and assigns and the above named-Grantee and its successors and assigns, respectively.

(b) If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

(c) The Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including a leasehold interest) and that Grantor will attach a copy of this Deed of Conservation Easement in Gross thereto.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

IN WITNESS, WHEREOF, Grantor has executed this Deed of Conservation Easement this 12 day of Dec., 1994.

GRANTOR:


Barney C. Barnett, Jr.


Cheryl H. Barnett

ACKNOWLEDGED and ACCEPTED this 6th day of December, 1994.

GRANTEE:

COUNTY OF BOULDER,
a body corporate and politic

By: Ronald K. Stewart
Ronald K. Stewart, Chair

By: Homer Page
Homer Page, Vice-Chair

By: Sandy Hume
Sandy Hume, Commissioner

STATE OF COLORADO)
County of Boulder) ss.

The foregoing Deed of Conservation Easement in Gross was acknowledged before me this 12th day of December, 1994 by Barney C. Barnett, Jr. and Cheryn H. Barnett.



Witness my hand and official seal.

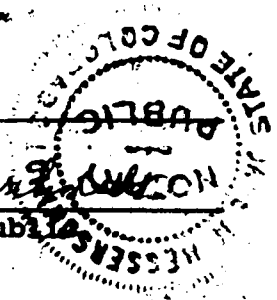
My commission expires: JANUARY 23, 1997
[Signature]
Notary Public

STATE OF COLORADO)
County of Boulder) ss.

The foregoing Deed of Conservation Easement in Gross was acknowledged before me this 6th day of DECEMBER, 1994 by Ronald K. Stewart, Chair, Homer Page, Vice-Chair, and Sandy Hume, Commissioner of the Board of County Commissioners of Boulder County.

Witness my hand and official seal.

My commission expires: 7-8-97
[Signature]
Notary Public



Parcel 1: That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88° 33' 25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88° 33' 25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88° 33' 25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00° 13' West 566.32 feet; thence North 90° 00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6° 28' East, 28.77 feet; North 36° 58' East 469 feet; North 86° 32' East 145.80 feet; South 82° 19' East 205 feet; North 68° 40' East 103.20 feet; North 54° 17' 40" East 141.17 feet to the True Point of Beginning; EXCEPT that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 1061409.

Parcel 2: That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88° 33' 25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of said Section 3, North 88° 33' 25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00° 13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00° 13' West 269.68 feet; thence North 90° 00' East 1647.02 feet; thence North 56° 47' East 23.56 feet; thence North 90° 00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37° 14' West 143.50 feet; North 6° 28' East 143.43 feet; thence North 90° 00' West 1605.04 feet to the True Point of Beginning, EXCEPT that portion as conveyed to the Department of Highways by deed recorded August 30, 1990 as Reception No. 1061409, all in the County of Boulder, State of Colorado.

Parcel 3: A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88° 33' 25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast 1/4 of said Section 3, North 88° 33' 25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00° 13' West 836 feet to the True Point of Beginning; thence continuing along said approximate center South 00° 13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South 89° 26' East 1143.70 feet; North 59° 25' East 273 feet; North 56° 47' East 322.14 feet; thence North 90° 00' West 1647.02 feet, to the True Point of Beginning, EXCEPT that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No. 1056253, County of Boulder, State of Colorado.

TOGETHER WITH: 27 shares of the Boulder and White Rock Ditch and Reservoir Company and 8 units of the Northern Colorado Water Conservancy District.



4909 Pearl East Circle, Suite 100
Boulder, CO 80301
Phone: (303) 443-3333
Fax: (303) 628-1668

DATE: April 11, 2018
FILE NUMBER: 459-H0528359-043-DC5, Amendment No. 4
PROPERTY ADDRESS: 5762 N 107th St., Longmont, CO 80504-8427
BUYER/BORROWER: County of Boulder, a body corporate and politic
OWNER(S): Loren D. Frederick
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: R0037654; R0037655; R0037656

[Click to view Tax Certificate](#)

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Updated effective date, added "Del #4," amended Exc. 33 and moved duplicate Exc. 10 to Exc. 34

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

TO: Heritage Title Company, Inc. 4909 Pearl East Circle Suite 100 Boulder, CO 80301	ATTN: Debbie Coleman PHONE: (720) 406-8227 FAX: (303) 628-1609 E-MAIL: dcoleman@heritagetco.com
TO: County of Boulder, a body corporate and politic	ATTN: Mary Jo Langstraat PHONE: FAX: E-MAIL: Delivered via email
TO: Loren D. Frederick	ATTN: PHONE: FAX: E-MAIL: Delivered via email
TO: KL Realty 263 2nd Ave Niwot, CO 80544	ATTN: KL Team PHONE: (303) 444-3177 FAX: (303) 444-3136 E-MAIL: team@klrealty.net
TO: Heritage Title Company 4909 Pearl East Circle Suite 100 Boulder, CO 80301	ATTN: Sharron Pearson PHONE: (720) 406-8229 FAX: (303) 628-1668 E-MAIL: spearson@heritagetco.com
TO: County of Boulder	ATTN: Mel Stonebraker PHONE: FAX: E-MAIL: mstonebraker@bouldercounty.org
TO: County of Boulder	ATTN: C. Lattes PHONE: FAX: E-MAIL: clattes@bouldercounty.org

END OF TRANSMITTAL

Commonwealth Land Title Insurance Company COMMITMENT

SCHEDULE A

Commitment No: 459-H0528359-043-DC5, Amendment No. 4

1. Effective Date: April 6, 2018 at 7:00 A.M.

2. Policy or policies to be issued:

Proposed Insured	Policy Amount
(a) ALTA Owners Policy 6-17-06	\$985,000.00
County of Boulder, a body corporate and politic	
(b) None	\$0.00

3. The estate or interest in the land described or referred to in this Commitment is:

A Fee Simple

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

[Loren D. Frederick](#)

5. The land referred to in this Commitment is described as follows:

See Attached Legal Description

(for informational purposes only) 5762 N 107th St., Longmont, CO 80504-8427

PREMIUMS:

Owners Coverage: \$1,247.00

Tax Certs (3): \$54.00

Del #1-4: \$65.00

Attached Legal Description

Parcel 1:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88°33'25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88°33'25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 566.32 feet; thence North 90°00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6°28' East, 28.77 feet; North 36°58' East 469 feet; North 86°32' East 145.80 feet; South 82°19' East 205 feet; North 68°40' East 103.20 feet; North 54°17'40" feet 141.17 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder, State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of said Section 3, North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00°13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 269.68 feet; thence North 90°00' East 1647.02 feet; thence North 56°47' East 23.56 feet; thence North 90°00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37°14' West 143.50 feet; North 6°20' East 143.43 feet; thence North 90°00' West 1605.04 feet to the True Point of Beginning,

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder, State of Colorado.

Parcel 3:

A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast 1/4 of said Section 3; North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 836 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South

89°26' East 1143.70 feet; North 59°25' East 273 feet; North 56°47' East 322.14 feet; thence North 90°00' West 1647.02 feet to the True Point of Beginning,

Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No. 01056253,

County of Boulder, State of Colorado.

SCHEDULE B – Section 1
Requirements

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a [certificate of taxes](#) due from the county treasurer or the county treasurer's authorized agent.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Loren D. Frederick

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

- f. Intentionally omitted.
- g. Intentionally omitted.
- h. Intentionally omitted.
- i. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- j. Intentionally omitted.
- k. Furnish for recordation a full release of deed of trust:

Amount: \$684,000.00
Trustor/Grantor: Loren D. Frederick
Trustee: Public Trustee of Boulder County
Beneficiary: International Bank of Commerce
Recording Date: December 7, 2015
Recording No: [03489320](#).

- l. Furnish to the Company an ALTA/NSPS Land Title Survey or Improvement Survey Plat in form, content and certification to Commonwealth Land Title Insurance Company and Heritage Title Company, Inc..

Note: Exception may be made to any adverse matters disclosed by ALTA/NSPS Land Title Survey or Improvement Survey Plat

OR

An affidavit from the seller must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the [Improvement Survey Plat](#) by Colorado ILC Services, Job No. 15-11-457, dated November 23, 2015, presented to the Company.

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

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

NOTE: Exception(s) number(ed) 1 - 4 will not appear on the Owner's Policy. Exception number 5 will be removed from the policy provided the company conducts the closing.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Special Warranty Deed recorded December 7, 2015 at [Reception Number 03489319](#).

END OF REQUIREMENTS

SCHEDULE B – Section 2

Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

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

Reserved by: Macy Farms, Inc.
Purpose: Waste water
Recording Date: February 8, 1965
Recording No: [776763](#).
Affects: Parcels 2 and 3

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: December 14, 1979
Recording No: [374885](#).
Affects: Parcel 1

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: February 29, 1980
Recording No: [385655](#).
Affects: Parcel 3

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: February 29, 1980
Recording No: [385656.](#)
Affects: Parcel 2

12. Reservations and exceptions as contained Warranty Deed recorded March 14, 1984 at [Reception No. 608817.](#) (affects Parcel 1)

13. Reservations and exceptions as contained Warranty Deed recorded September 28, 1984 at [Reception No. 649110.](#) (affects Parcel 3)

14. Reservations and exceptions as contained in Warranty Deed recorded November 23, 1987 at [Reception No. 890173.](#) (affects Parcel 2)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: August 3, 1990
Recording No: [1056254.](#)
Affects: Parcel 3

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The American Lutheran Church
Purpose: Irrigation
Recording Date: August 30, 1990
Recording No: [01061410.](#)
Affects: Parcels 1 and 2

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: August 30, 1990
Recording No: [01061411.](#)
Affects: Parcels 1 and 2

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities
Recording Date: August 30, 1990
Recording No: [01061412.](#)
Affects: Parcel 2

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities
Recording Date: August 30, 1990
Recording No: [01061413](#).
Affects: Parcel 1

20. Terms, conditions, provisions, agreements and obligations contained in the Purchase Agreement as set forth below:

Recording Date: October 14, 1994
Recording No.: [01470678](#)
Affects: Parcels 1, 2 and 3

21. Terms, conditions, provisions, agreements and obligations contained in the Deed of Conservation Easement In Gross as set forth below:

Recording Date: December 19, 1994
Recording No.: [01485777](#).
Affects: Parcels 1, 2 and 3

22. Terms, conditions, provisions, agreements and obligations contained in the Notice of Property Restrictions as set forth below:

Recording Date: February 8, 1995
Recording No.: [01497087](#).
Affects: Parcels 1, 2 and 3

23. Undivided full interest in all oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: Jeffrey J. Buffo
Recording Date: January 5, 2001
Recording No.: [2108512](#).
Affects: Parcel 3

24. Bargain and Sale Deed for water rights recorded November 26, 2013 at [Reception Number 03354611](#). (affects Parcels 1, 2 and 3)

25. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: April 15, 2014
Recording No.: [03375206](#).
Affects: Parcels 2 and 3

26. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: April 15, 2014
Recording No.: [03375207.](#)
Affects: Parcels 2 and 3

27. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: April 15, 2014
Recording No.: [03375208.](#)
Affects: Parcel 1

28. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: February 12, 2016
Recording No.: [03500985.](#)
Affects: Parcel 2

29. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: February 12, 2016
Recording No.: [03500986.](#)
Affects: Parcel 3

30. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: February 12, 2016
Recording No.: [03500987.](#)
Affects: Parcel 1

31. Amended Request for Notification of Application for Development recorded November 1, 2016 at [Reception Number 3554502.](#)

32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities
Recording Date: June 21, 1990
Recording No: [01048478.](#)
Affects: Parcel 3

33. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: [15-11-457](#)
Dated: November 23, 2015
Prepared by: Colorado ILC Services

Matters shown: A possible 4 foot easement along the westerly property line and a possible 3 foot easement along the east property line as shown. Note: The survey refers to [Reception No. 01056253](#) which does not grant any easements.

34. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread bank, channel or flow of waters in the Leggett Ditch lying within subject land, and any question as to the location of such center thread, bed, bank or channel as a legal monument or marker for purposes of describing or locating subject land. (affects Parcels 1, 2 and 3)

Note: Item(s) above refer to recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate.

END OF EXCEPTIONS

AFFIDAVIT AND INDEMNITY AGREEMENT

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

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

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: **5762 N 107th St., Longmont, CO 80504-8427**

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

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

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

SELLER:

SELLER:

Loren D. Frederick

SELLER:

SELLER:

State of Colorado
County of **Boulder**

} ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by Loren D. Frederick.

(SEAL)

Notary Public
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

Parcel 1:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88°33'25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88°33'25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 566.32 feet; thence North 90°00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6°28' East, 28.77 feet; North 36°58' East 469 feet; North 86°32' East 145.80 feet; South 82°19' East 205 feet; North 68°40' East 103.20 feet; North 54°17'40" feet 141.17 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder, State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of said Section 3, North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00°13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 269.68 feet; thence North 90°00' East 1647.02 feet; thence North 56°47' East 23.56 feet; thence North 90°00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37°14' West 143.50 feet; North 6°20' East 143.43 feet; thence North 90°00' West 1605.04 feet to the True Point of Beginning,

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder, State of Colorado.

Parcel 3:

A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast 1/4 of said Section 3; North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 836 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South 89°26' East 1143.70 feet; North 59°25' East 273 feet; North 56°47' East 322.14 feet; thence North 90°00' West 1647.02 feet to the True Point of Beginning,

Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No. 01056253,

County of Boulder, State of Colorado.



COMMITMENT FOR TITLE INSURANCE

Issued by

Heritage Title Company, Inc.

AS AGENT FOR

Commonwealth Land Title Insurance Company

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


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

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

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

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

Commonwealth Land Title Insurance Company

By: 
Authorized Signature

CONDITIONS

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

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Heritage Title Company, Inc. conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A [Certificate of Taxes](#) Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

Wire Fraud Alert

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

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

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

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

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

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL

PRIVACY NOTICE

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the “Website”).

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver’s license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates’ and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section “Choices With Your Personal Information” to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that

such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law
- enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court
- orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

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

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

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet (“CCN”), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled “Choices with Your Information” and “Access and Correction.” If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

HERITAGE TITLE COMPANY, INC.

4909 Pearl East Circle, Suite 100, Boulder, CO 80301

Phone: (303) 443-3333 Fax: (303) 628-1668

Sellers Settlement Statement

FINAL

Escrow No: H0528359 - 043 DC5 Close Date: 04/17/2018 Proration Date: 04/17/2018 Disbursement Date: 04/17/2018

Seller(s): Loren D. Frederick

Buyer(s)/Borrower(s): County of Boulder, a body corporate and politic

Property: 5762 N 107th St.
Longmont, CO 80504-8427

Brief Legal: 9.11 ACS, 9.34 ACS AND 21.64 ACS IN NW 1/4 SE 1/4 3-1N-69 LESS HWY

Description	Debit	Credit
TOTAL CONSIDERATION: Total Consideration		985,000.00
REAL ESTATE CLOSING CHARGES Escrow Fee	275.00	
ADDITIONAL CHARGES: 2017 Taxes R0037656 to Boulder County Treasurer 2017 Taxes R0037655 to Boulder County Treasurer 2017 Taxes R0037654 to Boulder County Treasurer Final Water Escrow to Left Hand Water District Colorado 2% Withholding Tax to Colorado Department of Revenue 2018 Taxes R0037656 to Boulder County Treasurer 2018 Taxes R0037655 to Boulder County Treasurer 2018 Taxes R0037654 to Boulder County Treasurer Water Stock Transfer to Boulder & White Rock Ditch Water Stock Transfer to Big Thompson	2,571.56 327.26 319.98 300.00 19,700.00 843.68 133.36 131.24 100.00 450.00	
PRORATIONS AND ADJUSTMENTS: Boulder & White Rock Ditch 2018 Boulder & White Rock Ditch 2018		362.96 1,110.24
COMMISSIONS: Commission \$54,175.00 (5.5% of \$985,000.00) to KL Realty	54,175.00	
PAYOFFS: Payoff to IBC Bank Principal balance	609,629.79 609,629.79	
TITLE CHARGES: Owners Policy \$986,000.00 Del #1-4 to Heritage Title Company, Inc.	1,247.00 32.50	
Sub Totals	690,236.37	986,473.20
Proceeds Due Seller	296,236.83	
Totals	986,473.20	986,473.20

Seller(s):

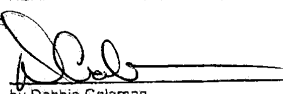


4/14/18

Date

Loren D. Frederick
Settlement Agent:

HERITAGE TITLE COMPANY, INC.

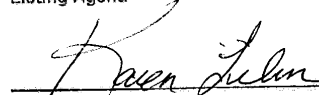


by Debbie Coleman

4/17/18

Date

Listing Agent:



4-17-18

Date

KL Realty

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize HERITAGE TITLE COMPANY, INC. to cause the funds to be disbursed in accordance with this statement.

HERITAGE TITLE COMPANY, INC.

4909 Pearl East Circle, Suite 100, Boulder, CO 80301

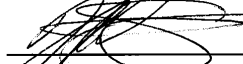
Phone: (303) 443-3333 Fax: (303) 628-1668

Buyers/Borrowers Settlement Statement**FINAL****Escrow No:** H0528359 - 043 DC5**Close Date:** 04/17/2018**Proration Date:** 04/17/2018**Disbursement Date:** 04/17/2018**Buyer(s)/Borrower(s):** County of Boulder, a body corporate and politic**Seller(s):** Loren D. Frederick**Property:** 5762 N 107th St.
Longmont, CO 80504-8427**Brief Legal:** 9.11 ACS, 9.34 ACS AND 21.64 ACS IN NW 1/4 SE 1/4 3-1N-69 LESS HWY

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	985,000.00	
Deposit/Earnest Money		25,000.00
REAL ESTATE CLOSING CHARGES		
Escrow Fee	275.00	
ADDITIONAL CHARGES:		
Water Stock Transfer to Boulder & White Rock Ditch	100.00	
Water Stock Transfer to Big Thompson	450.00	
PRORATIONS AND ADJUSTMENTS:		
Boulder & White Rock Ditch 2018	362.96	
Boulder & White Rock Ditch 2018	1,110.24	
TITLE CHARGES:		
Tax Certs (3)	54.00	
Del #1-4 to Heritage Title Company, Inc.	32.50	
Sub Totals	987,384.70	25,000.00
Balance Due From Buyer /Borrower		962,384.70
Totals	987,384.70	987,384.70

Buyer(s)/Borrower(s):

County of Boulder, a body corporate and politic



By: Mel Stonebraker, Senior Land Officer

4/17/18

Date

Settlement Agent:

HERITAGE TITLE COMPANY, INC.



by Debbie Coleman

4/17/18

Date

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize HERITAGE TITLE COMPANY, INC. to cause the funds to be disbursed in accordance with this statement.

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: **April 17, 2018**

Escrow No.: **H0528359-043-DC5**

1. PARTIES, PROPERTY. Loren D. Frederick Seller, and County of Boulder, a body corporate and politic

Buyer, engage Heritage Title Company, Inc. Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. 5762 N 107th St., Longmont, CO 80504-8427, and more fully described in the Contract to Buy and Sell Real Estate, dated February 25, 2018, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company ☒ **Agrees** ☐ **Does Not agree** that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company ☒ **Agrees** ☐ **Does Not agree** to furnish copies of Exceptions.

3. INFORMATION, PREPARATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver, and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. CLOSING FEE. Closing Company will receive a fee of **\$550.00** for providing closing and settlement services (Closing Fee).

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9, 10 and 11.

6. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursor can assure that payoff of loans and other disbursements will actually be made.

7. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated:

☐ **Cashier's Check**, at Seller's expense ☒ **Funds Electronically Transferred** (wire transfer) to an account specified by Seller, at Seller's expense ☐ **Closing Company's** trust account check.

8. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

9. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before the Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Buyer, will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

10. RETURN OF EARNEST MONEY. Except as otherwise provided in § 11, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

11. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

12. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

13. CHANGE IN OWNERSHIP OF WATER WELL: Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

14. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the following: (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

15. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

16. COUNTERPARTS. This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

17. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

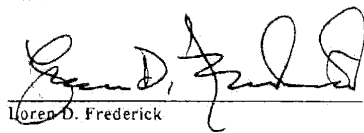
18. NOTICE, DELIVERY AND CHOICE OF LAW.

18.1. Physical Delivery. Except as provided in § 18.2, all notices must be in writing. Any notice or document to Buyer is effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

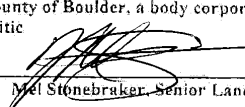
18.2. Electronic Delivery. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only: ☒ **Facsimile** ☒ **E-mail** ☒ **Internet** ☐ **No Electronic Delivery.** Documents with original signatures shall be provided upon request of any party.

18.3. Choice of Law. This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado Residents who sign a contract in this state for a property located in Colorado.

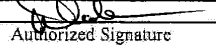
SELLER:


Loren D. Frederick

BUYER:

County of Boulder, a body corporate and
politic
4/14/18
By:  Senior Land Officer
Date 4/17/18

Closing Company: Heritage Title Company, Inc.

 Authorized Signature Escrow Officer Title April 17, 2018 Date

Address: 4909 Pearl East Circle, Suite 100

Boulder, CO 80301

Phone No.: (303) 443-3333

Fax No.: (303) 628-1668

Electronic Address: dcoleman@heritagetco.com

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

KL Realty

(Broker)

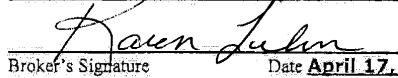
☒ Working with Seller ☐ Working with Buyer engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$5.00 at the sole expense of Broker, the following legal documents:

☒ Deed ☒ Bill of Sale ☐ Colorado Real Estate Commission approved Promissory Note ☐ Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

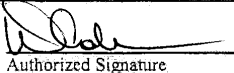
Brokerage Firm's Name: KL Realty

Broker's Name: KL Team


Broker's Signature Date April 17, 2018

Date: April 17, 2018

Closing Company's Name: Heritage Title Company, Inc.

 Authorized Signature Escrow Officer Title April 17, 2018 Date

TAX, WATER AND ASSESSMENT AGREEMENT

PROPERTY: 5762 N 107th St., Longmont, CO 80504-8427

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

I. PROPERTY TAXES AND TAX PRO-RATIONS

Purchaser is exempt from paying property taxes and therefore has not received as of this date April 16, 2018, a credit from seller for property taxes for the current year. Heritage Title Company has collected from Seller their prorated portion of the 2018 property taxes in accordance with the attached Tax Proration Request Form issued by the Boulder County Treasurer. Seller agrees to indemnify and hold harmless Purchaser and Heritage Title Company for any additional amounts owing for current year taxes.

Seller warrants that the above property IS NOT subject to a pending tax protest or appeal. Seller further warrants that special assessments, if any, affecting subject property are paid in full, except as reflected on the statement of settlement.

SELLER AND PURCHASER AGREE THAT THE ABOVE REFERENCED PRORATION SHALL BE CONSIDERED A FINAL SETTLEMENT, AND AS SUCH, PURCHASER AGREES TO PAY ALL TAXES FOR THE CURRENT YEAR.

II. WATER, SEWER AND STORM DRAINAGE

Entity Name(s) LEFT HAND WATER Water Company. Final Read Date APRIL 16, 2018. N/A Sewer Company. N/A Storm Drainage Company

Closing Agent ☒ has ☐ has not collected the following to pay the final billing for:

Water Charges in the amount of \$ 300.00 from the ☒ Seller ☐ Purchaser.

IN THE EVENT THAT FINAL BILL EXCEEDS THE ESCROWED AMOUNT, ANY ADDITIONAL CHARGES ARE THE RESPONSIBILITY OF THE SELLER AND/OR BUYER.

Any overage with regard to the above items in Section II shall be refunded to the depositing party unless otherwise stated below in the special instructions.

IN THE EVENT THAT THE FINAL BILL EXCEEDS THE ESCROWED AMOUNT, INCLUDING TRANSFER FEES OR FINAL READ FEES, ANY ADDITIONAL CHARGES ARE THE RESPONSIBILITY OF THE SELLER AND/OR BUYER.

III. IRRIGATION WATER: The Secretary or Manager of the irrigation water company affecting subject property has provided WRITTEN INFORMATION to the Closing Agent, and has indicated that, for the current year, the assessments of \$ 1,110.24 AND \$362.96, ☒ have ☐ have not, been paid. Any transfer fee (if applicable) is to be charged to 1/2 Seller 1/2 Purchaser Not Applicable

IV. HOMEOWNER'S/CONDOMINIUM ASSOCIATION/METRO DISTRICT:

The above referenced property is subject to assessments for the following Associations and/or Metro Districts per the applicable status letter(s) included with your closing documents.

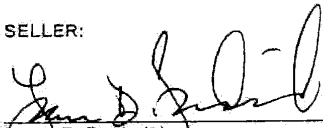
Seller and Purchaser hereby agree that there is NO active Homeowners' Association /Metro District. Heritage Title has not collected or prorated any dues or assessments for this transaction. CLOSING AGENT IS HEREBY RELIEVED OF AND HELD HARMLESS FROM ANY LIABILITY WITH REGARD TO SAID ITEMS

All assessments due at the time of closing have been collected and prorated per the enclosed Association/Metro District status letter(s) in accordance with the purchase contract dated February 25, 2018 If applicable, any working capital/transfer fees/statement fees have also been collected as per HOA statement and purchase contract. Seller hereby acknowledges that they are not aware any covenant violations affecting the above referenced property.

V. WEED ABATEMENT/TRASH/REFUSE REMOVAL: Not Applicable

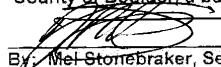
With regards to the closing of 5762 N 107th St., Longmont, CO 80504-8427 (Property Address), both the buyer(s) and seller(s) fully understand that the telephone company, gas, electric, propane and the present hazard insurance agency will not be notified by the escrow agent.

SELLER:


Loren D. Frederick

BUYER:

County of Boulder, a body corporate and politic


By: Mel Stonebraker, Senior Land Officer

Refund Address:
Loren D. Frederick
PO Box 1000
Bixby, OK 74008

Buyer's Forwarding Address
5201 St Vrain Road Longmont, CO 80503

Special Instructions

Reference #: 918-260-7192
Seller Phone#: 918-260-7192
Email: LORVIC25@aol.com

Buyer Phone # _____
Email: _____

Left Hand Water District

REQUEST FOR ESTIMATE - SUBMITTED BY TITLE COMPANY

To request an escrow amount, Please complete the section below and fax to (303) 530-5252

Title Company: Heritage Title Company, Inc. Fax#: (303) 628-1609
Contact Name: Debbie Coleman Phone#: (720) 406-8227
Seller(s) Name: Loren D. Frederick
Service Address: 5762 N 107th St. Longmont, CO 80504-8427
Scheduled Closing Date: April 16, 2018 County Parcel ID # R0037654; R0037655;
R0037656

ESCROW ESTIMATE - TO BE COMPLETED BY LEFT HAND WATER DISTRICT

Date of Last Reading: 3/20/18 Current Balance Due: 26.90
Summer High \$: 26.90 Average Low \$: 26.90
Recommended Escrowed Amount \$: 50.00 based on Scheduled Closing Date.
Parcel ID#: 70 138 10 Account # 2361.02 Prepared By: TC Date: 4/5/18

TRANSFER OF PROPERTY INFORMATION - SUBMITTED BY TITLE COMPANY

Wb# 144293 WITH WARRANTY DEED

A Final Reading of the water meter located at this service address and the Final Terminated bill
WILL NOT be prepared until the Warranty Deed is faxed (or mailed) to us. (Termination of all
accounts may take up to 48 hrs upon receipt of Warranty Deed & completed form)

Actual Closing Date: 4/17/18 REMINDER - The Warranty Deed AND County
Parcel ID# is Required

Buyers Name(s): Boulder County - MELISSA WEBER

Buyer(s) Mailing Address: 5201 ST. VRAIN RD
LONGMONT, CO ~~80503~~ 80503

Buyer's Telephone #: 303-678-6200 Other Contact Telephone #: _____

Boulder COUNTY TAX PRO-RATION REQUEST					
				Location:	
				Parcel No. 146503000004	
Assessed to: Loren D. Frederick			Account# R0037656		
Acquisition Total	Ownership Area 21.36 Acres	Acquisition Area 21.36 Acres	Remainder Area -0-	Contract Date	Effective date of possession 04/16/18
Requestor name, title and work address:					
Debbie Coleman, Escrow Officer with Heritage Title Company 4909 Pearl East Cr. #100, Boulder CO - 720-406-8227					
In accordance with 39-3-129, 39-3-131, 39-3-132, CRS and 43-1-214 CRS this property has or will become exempt from general Taxation and is eligible for proportional valuation (PROPERTY DESCRIPTION, ATTACHED)					
The City of _____ took possession of the parcel listed above. (Agreement for Possession and Use attached)					
____X____ will become owner of the parcel listed above. (Contract/Purchase Agreement attached)					
(A) Assessed value - entire ownership: Land			\$	7569	
Improvements			\$	21,516	
Total (A)					\$ 29,085
(B) Improvements to be acquired under such Agreement are as follows:					
#	Kind of building	Type of construction	Number of stories	Overall size	Assessed Value
Total Assessed Value (B) \$					
(C) Assessed Value - above numbered parcel: Land			\$	7569	
Improvements (B)			\$	21,516	
Total (C)			\$		\$ 29,085
(D) Computed total current tax on above numbered parcel, Multiply amount (A) by Mill Levy for the year					83.753
Total Current Tax (D)					\$ 2,435.96
(E) Computed Pro-ration, Tax due on above parcel to date of possession: (fraction) 1061365 of amount (D) (E)					\$ 708.08 * +
TREASURER CERTIFICATION					
I certify that: <input checked="" type="checkbox"/> This is an insignificant acquisition (no taxes collected)					
<input checked="" type="checkbox"/> The prior tax(es) due \$ 2,571.56 + *					
<input checked="" type="checkbox"/> I have pro-rated the full taxes assessed for the current year for the parcel described above.					
____ I have determined that the property remaining has sufficient value to satisfy any lien for unpaid taxes.					
County Treasurer Signature: <i>Allyson J. Altman</i>					Date 4/10/18

* plus Special Assessments +30.00 MOSQ
+105.60 NCWA

Grand Total 2017 Bal = 2,571.56 ✓
2018 Tax 708.08
" MOSQ 30.00
" NCWA 105.60
Grand Total 3,415.24



Statement Of Taxes Due

Account Number R0037656
Assessed To

Parcel 146503000004
FREDERICK LOREN D
PO BOX 1000
BIXBY, OK 74008

Legal Description	Situs Address				
21.64 ACS M/L IN NW 1/4 SE 1/4 3-IN-69 LESS 1.36 ACS M/L TO HWY DEPT PER DEED 1061409 8/90 NCWA C1640 4 AFU SPLIT TO ID 109694 CONSERV ESMT 12/94 REC 1485777	5762 N 107TH ST UNINCORPORATED 80504				
Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2017	\$2,435.96	\$0.00	\$0.00	\$0.00	\$2,435.96
Total Tax Charge					\$2,435.96
Special Assessment: MOSQUITO CONTROL					
2017	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
Total Special Assessment: MOSQUITO CONTROL					\$30.00
Special Assessment: NCWA					
2017	\$105.60	\$0.00	\$0.00	\$0.00	\$105.60
Total Special Assessment: NCWA					\$105.60
GRAND TOTAL					\$2,571.56
Grand Total Due as of 04/10/2018					\$2,571.56

Tax Billed at 2017 Rates for Tax Area 004531 - 004531

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY	22.7260000*	\$660.98	4117 - irrigated land-agriculture	\$26,100	\$7,569
BOULDER VALLEY RE2	47.7800000	\$1,389.69	4278 - farm/ranch manu. housing- improvements	\$4,800	\$346
NORTHERN COLO WATER CONTRAC	1.0000000	\$29.09	4279 - farm/ranch support buildings	\$73,000	\$21,170
URBAN DRAIN & FLOOD CTRL GE	0.5000000*	\$14.54			
MOUNTAIN VIEW FIRE DIST	11.7470000	\$341.66			
Taxes Billed 2017	83.7530000	\$2,435.96	Total	\$103,900	\$29,085

* Credit Levy

NCWA	\$105.60
MOSQUITO CONTROL	\$30.00

This information does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's Office will need to be contacted prior to remittance. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

PAUL WEISSMANN
BOULDER COUNTY TREASURER
PO BOX 471
BOULDER, CO 80306-0471
(303) 441-3520

Tax Account**Summary**

Account Id R0037656
 Parcel Number 146503000004
 Owners FREDERICK LOREN D
 Address PO BOX 1000
 BIXBY, OK 74008
 Situs Address 5762 N 107TH ST UNINCORPORATED 80504
 Legal 21.64 ACS M/L IN NW 1/4 SE 1/4 3-IN-69 LESS 1.36
 ACS M/L TO HWY DEPT PER DEED 1061409 8/90 NCWA
 C1640 4 AFU SPLIT TO ID 109694 CONSERV ESMT
 12/94 REC 1485777

Inquiry

As Of

Payment Type ☐ First
☒ Full

Taxes Due \$2,571.56

Total Due \$2,571.56

Value

	Area Id	Taxes
Special Assessment	033300 - NCWA	\$105.60
	Area Id	Taxes
Special Assessment	101530 - MOSQUITO CONTROL	\$30.00
Area Id		Mill Levy
004531 - 004531		83.7530000
	Actual	Assessed
4117 - irrigated land- agriculture - 4117	26,100	7,569
4278 - farm/ranch manu. housing- improvements - 4278	4,800	346
4279 - farm/ranch support buildings - 4279	73,000	21,170
Total Value	103,900	29,085
Taxes		\$2,435.96
<hr/>		
Total Billed		\$2,571.56

The amounts of taxes due on this page are based on **last year's** property value assessments.
 For current year values visit the [Boulder County Assessor's site](http://bouldercounty.org/assessor).



BOULDER COUNTY TREASURER

Certificate of Taxes Due

Account Number R0037656
Parcel 146503000004
Assessed To
FREDERICK LOREN D
PO BOX 1000
BIXBY, OK 74008

Certificate Number 2018-02807
Order Number HTBD_H0528359 - C
Vendor ID 5
DATA TRACE
6834 S UNIVERSITY BLVD
#502
CENTENNIAL, CO 80122-1515

Legal Description

21.64 ACS M/L IN NW 1/4 SE 1/4 3-1N-69 LESS 1.36
ACS M/L TO HWY DEPT PER DEED 1061409 8/90 NCWA
C1640 4 AFU SPLIT TO ID 109694 CONSERV ESMT
12/94 REC 1485777

Situs Address

5762 N 107TH ST UNINCORPORATED
80504

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2017	\$2,435.96	\$0.00	\$0.00	\$0.00	\$2,435.96
Total Tax Charge					\$2,435.96
Special Assessment: MOSQUITO CONTROL					
2017	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00
Total Special Assessment: MOSQUITO CONTROL					\$30.00
Special Assessment: NCWA					
2017	\$105.60	\$0.00	\$0.00	\$0.00	\$105.60
Total Special Assessment: NCWA					\$105.60
GRAND TOTAL					\$2,571.56
Grand Total Due as of 03/14/2018					\$2,571.56

Tax Billed at 2017 Rates for Tax Area 004531 - 004531

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY	22.7260000*	\$660.98	4117 - irrigated land-agriculture	\$26,100	\$7,569
BOULDER VALLEY RE2	47.7800000	\$1,389.69	4278 - farm/ranch manu. housing- improvements	\$4,800	\$346
NORTHERN COLO WATER CONTRAC	1.0000000	\$29.09	4279 - farm/ranch support buildings	\$73,000	\$21,170
URBAN DRAIN & FLOOD CTRL GE	0.5000000*	\$14.54	Total	\$103,900	\$29,085
MOUNTAIN VIEW FIRE DIST	11.7470000	\$341.66			
Taxes Billed 2017	83.7530000	\$2,435.96			

* Credit Levy

NCWA	\$105.60
MOSQUITO CONTROL	\$30.00

FEE FOR THIS CERTIFICATE: \$10.00

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's Office will need to be contacted prior to remittance. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount

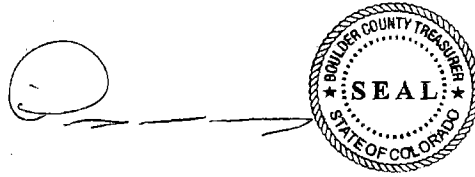


BOULDER COUNTY TREASURER

Certificate of Taxes Due

required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

PAUL WEISSMANN
BOULDER COUNTY TREASURER
PO BOX 471
BOULDER, CO 80306-0471
(303) 441-3520



Boulder COUNTY						
TAX PRO-RATION REQUEST						
					Location:	
					Parcel No. 146503000005	
Assessed to: Loren D. Frederick				Account# R0037655		
Acquisition Total	Ownership Area 9.2 Acres	Acquisition Area 9.2 Acres	Remainder Area -0-	Contract Date	Effective date of possession 04/16/18	
Requestor name, title and work address:						
Debbie Coleman, Escrow Officer with Heritage Title Company 4909 Pearl East Cr. #100, Boulder CO - 720-406-8227						
In accordance with 39-3-129, 39-3-131, 39-3-132, CRS and 43-1-214 CRS this property has or will become exempt from general Taxation and is eligible for proportional valuation (PROPERTY DESCRIPTION, ATTACHED)						
The City of _____ took possession of the parcel listed above. (Agreement for Possession and Use attached)						
_____X_____ will become owner of the parcel listed above. (Contract/Purchase Agreement attached)						
(A) Assessed value - entire ownership: Land			\$	3277		
Improvements			\$	0		
Total (A)			\$	3277		
(B) Improvements to be acquired under such Agreement are as follows:						
#	Kind of building	Type of construction	Number of stories	Overall size	Assessed Value	
Total Assessed Value (B)			\$	N/A		
(C) Assessed Value - above numbered parcel: Land			\$	3277		
Improvements (B)			\$	0		
Total (C)			\$	3277		
(D) Computed total current tax on above numbered parcel, Multiply amount (A) by Mill Levy for the year					83.753	
Total Current Tax (D)					\$ 274.46 *	
(E) Computed Pro-ration, Tax due on above parcel to date of possession: (fraction) 106 1365 of amount (D) (E)					\$ 80.56 *	
TREASURER CERTIFICATION _____ This is an insignificant acquisition (no taxes collected) I certify that: <input checked="" type="checkbox"/> The prior tax(es) due \$ 327.26 ("X" appropriate box) <input checked="" type="checkbox"/> I have pro-rated the full taxes assessed for the current year for the parcel described above. _____ I have determined that the property remaining has sufficient value to satisfy any lien for unpaid taxes.						
County Treasurer Signature:						Date

* Special Assessments \$ 52.80 NCWA

2017 Bal = 327.26 ✓
 2018 Tax = 80.56
 " Spec = 52.80
 460.62
 \$133.36



Statement Of Taxes Due

Account Number R0037655
Assessed To

Parcel 146503000005
FREDERICK LOREN D
PO BOX 1000
BIXBY, OK 74008

Legal Description	Situs Address
9.34 ACS M/L IN NW4SE4 3-IN-69 LESS 0.66 ACS M/L TO HWY DEPT FOR ROAD R/W PER DEED 1061409 8/30/90 BCR SPLIT ID 109693 NCWA T1640A 2 AFU CONSERVATION EASEMENT 12/19/94 REC 1485777	0 HWY 287 UNINCORPORATED 80504

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2017	\$274.46	\$0.00	\$0.00	\$0.00	\$274.46
Total Tax Charge					\$274.46
Special Assessment: NCWA					
2017	\$52.80	\$0.00	\$0.00	\$0.00	\$52.80
Total Special Assessment: NCWA					\$52.80
GRAND TOTAL					\$327.26
Grand Total Due as of 04/10/2018					\$327.26

Tax Billed at 2017 Rates for Tax Area 004531 - 004531

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY	22.7260000*	\$74.47	4117 - irrigated land-agriculture	\$11,300	\$3,277
BOULDER VALLEY RE2	47.7800000	\$156.57	5170 - severed minerals	\$0	\$0
NORTHERN COLO WATER CONTRAC	1.0000000	\$3.28	Total	\$11,300	\$3,277
URBAN DRAIN & FLOOD CTRL GE	0.5000000*	\$1.64			
MOUNTAIN VIEW FIRE DIST	11.7470000	\$38.50			
Taxes Billed 2017	83.7530000	\$274.46			

* Credit Levy

NCWA **\$52.80**

This information does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

All Tax Lien Sale amounts are subject to change due to endorsement of current taxes by the lienholder or to advertising and distraint warrant fees. Changes may occur and the Treasurer's Office will need to be contacted prior to remittance. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

Special taxing districts and the boundaries of such districts may be on file with the Board of County Commissioners, the County Clerk, or the County Assessor.

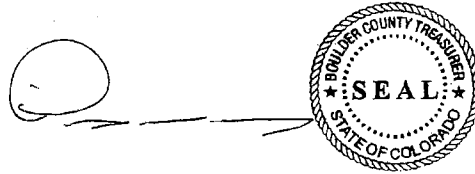
PAUL WEISSMANN
BOULDER COUNTY TREASURER
PO BOX 471
BOULDER, CO 80306-0471
(303) 441-3520



BOULDER COUNTY TREASURER

Certificate of Taxes Due

PAUL WEISSMANN
BOULDER COUNTY TREASURER
PO BOX 471
BOULDER, CO 80306-0471
(303) 441-3520



Tax Account**Summary**

Account Id R0037655
 Parcel Number 146503000005
 Owners FREDERICK LOREN D
 Address PO BOX 1000
 BIXBY, OK 74008
 Situs Address 0 HWY 287 UNINCORPORATED 80504
 Legal 9.34 ACS M/L IN NW4SE4 3-1N-69 LESS 0.66 ACS M/L
 TO HWY DEPT FOR ROAD R/W PER DEED 1061409
 8/30/90 BCR SPLIT ID 109693 NCWA T1640A 2 AFU
 CONSERVATION EASEMENT 12/19/94 REC 1485777

Inquiry

As Of

04/04/2018

Payment Type ☐ First☒ Full

Taxes Due \$327.26

Total Due \$327.26

Value

	Area Id	Taxes
Special Assessment	033300 - NCWA	\$52.80
Area Id		Mill Levy
004531 - 004531		83.7530000
	Actual	Assessed
4117 - irrigated land- agriculture - 4117	11,300	3,277
5170 - severed minerals - 5170	0	0
Total Value	11,300	3,277
Taxes		\$274.46
Total Billed		\$327.26

The amounts of taxes due on this page are based on **last year's** property value assessments.
 For current year values visit the [Boulder County Assessor's site](http://treasurer.bouldercounty.org/treasurer/treasurerweb/account.jsp?account=R0037655).

Boulder COUNTY						
TAX PRO-RATION REQUEST						
					Location:	
					Parcel No. 146503000006	
Assessed to: Loren D. Frederick				Account# R0037654		
Acquisition Total	Ownership Area 8.89 Acres	Acquisition Area 8.89 Acres	Remainder Area -0-	Contract Date	Effective date of possession 04/16/18	
Requestor name, title and work address:						
Debbie Coleman, Escrow Officer with Heritage Title Company 4909 Pearl East Cr. #100, Boulder CO - 720-406-8227						
In accordance with 39-3-129, 39-3-131, 39-3-132, CRS and 43-1-214 CRS this property has or will become exempt from general Taxation and is eligible for proportional valuation (PROPERTY DESCRIPTION, ATTACHED)						
The City of _____ took possession of the parcel listed above. (Agreement for Possession and Use attached)						
____X____ will become owner of the parcel listed above. (Contract/Purchase Agreement attached)						
(A) Assessed value - entire ownership: Land			\$	3190		
Improvements			\$	0		
Total (A)				\$		3190
(B) Improvements to be acquired under such Agreement are as follows:						
#	Kind of building	Type of construction	Number of stories	Overall size	Assessed Value	
Total Assessed Value (B)			\$	N/A		
(C) Assessed Value - above numbered parcel: Land			\$	3190		
Improvements (B)			\$	0		
Total (C)			\$	3190		
(D) Computed total current tax on above numbered parcel, Multiply amount (A) by Mill Levy for the year					83.753	
Total Current Tax (D)					\$ 267.18	
(E) Computed Pro-ration, Tax due on above parcel to date of possession: (fraction) 106 1365 of amount (D) (E)					\$ 78.44	
TREASURER CERTIFICATION This is an insignificant acquisition (no taxes collected) I certify that: <input checked="" type="checkbox"/> The prior tax(es) due \$ 319.98 ("X" appropriate box) <input checked="" type="checkbox"/> I have pro-rated the full taxes assessed for the current year for the parcel described above. I have determined that the property remaining has sufficient value to satisfy any lien for unpaid taxes.						
County Treasurer Signature:						Date

2018 Special Assessment \$ 52.80 NCUH

2017 Bal = 319.98
 2018 Tax = 78.44
 11 Special = 52.80
 \$ 451.22



Statement Of Taxes Due

Account Number R0037654

Assessed To

Parcel 146503000006

FREDERICK LOREN D

PO BOX 1000

BIXBY, OK 74008

Legal Description

9.11 ACS NW 1/4 SE 1/4 3-1N-69 LESS MINERALS PER
DEED 890175 11/23/87 BCR SEE MIN SPLIT 99846
LESS .89 ACS M/L HWY DEPT 105253 8/90 SPLIT
109695 NCWA T1640B 2 AFU CONS ESMT 12/94 REC
1485777

Situs Address

5762 N 107TH ST UNINCORPORATED
80504

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2017	\$267.18	\$0.00	\$0.00	\$0.00	\$267.18
Total Tax Charge					\$267.18
Special Assessment: NCWA					
2017	\$52.80	\$0.00	\$0.00	\$0.00	\$52.80
Total Special Assessment: NCWA					\$52.80
GRAND TOTAL					\$319.98
Grand Total Due as of 04/10/2018					\$319.98

Tax Billed at 2017 Rates for Tax Area 004531 - 004531

Authority	Mill Levy	Amount	Values	Actual	Assessed
COUNTY	22.7260000*	\$72.50	4117 - irrigated land- agriculture	\$11,000	\$3,190
BOULDER VALLEY RE2	47.7800000	\$152.42			
NORTHERN COLO WATER CONTRAC	1.0000000	\$3.19	Total	\$11,000	\$3,190
URBAN DRAIN & FLOOD CTRL GE	0.5000000*	\$1.60			
MOUNTAIN VIEW FIRE DIST	11.7470000	\$37.47			
Taxes Billed 2017	83.7530000	\$267.18			

* Credit Levy

NCWA **\$52.80**

This information does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

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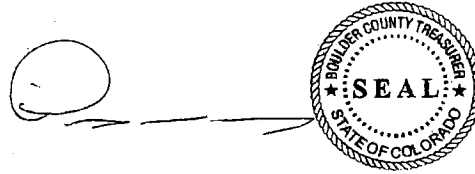
PAUL WEISSMANN
BOULDER COUNTY TREASURER
PO BOX 471
BOULDER, CO 80306-0471
(303) 441-3520



BOULDER COUNTY TREASURER

Certificate of Taxes Due

PAUL WEISSMANN
BOULDER COUNTY TREASURER
PO BOX 471
BOULDER, CO 80306-0471
(303) 441-3520



Tax Account**Summary**

Account Id R0037654
 Parcel Number 146503000006
 Owners FREDERICK LOREN D
 Address PO BOX 1000
 BIXBY, OK 74008
 Situs Address 5762 N 107TH ST UNINCORPORATED 80504
 Legal 9.11 ACS NW 1/4 SE 1/4 3-1N-69 LESS MINERALS PER
 DEED 890175 11/23/87 BCR SEE MIN SPLIT 99846
 LESS .89 ACS M/L HWY DEPT 105253 8/90 SPLIT
 109695 NCWA T1640B 2 AFU CONS ESMT 12/94 REC
 1485777

Inquiry

As Of

Payment Type ☐ First
☒ Full

Taxes Due \$319.98

Total Due \$319.98

Value

	Area Id	Taxes
Special Assessment	033300 - NCWA	\$52.80
Area Id		Mill Levy
004531 - 004531		83.7530000
	Actual	Assessed
4117 - irrigated land- agriculture - 4117	11,000	3,190
Taxes		\$267.18
<hr/>		
Total Billed		\$319.98

The amounts of taxes due on this page are based on **last year's** property value assessments.
 For current year values visit the [Boulder County Assessor's site](http://bouldercounty.org/assessor).

CONDITIONAL PROPERTY TRANSFER CERTIFICATE OF OPERATION

is hereby granted to the property located at:

5762 N 107TH ST, LONGMONT, CO 80501

Parcel Number

146503000004

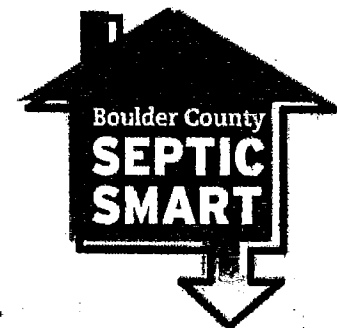
This certificate shall remain valid for the time specified in accordance with required repairs or as outlined in the Agreement for a Repair to an Onsite Wastewater Treatment System (OWTS).

Date Issued: 04/11/2018

Boulder County Public Health



Joe M. Malinowski, Environmental Health Division Manager





Agreement for a Repair to an Onsite Wastewater Treatment System (OWTS)

AGREEMENT made and entered into this 11th day of APRIL, 2018
by Boulder County a body corporate and politic (hereafter Boulder County)

Phone Number: 303-678-6262

who intend to purchase certain real property and improvements
("Property") described as follows:

The property is divided into three legal parcels: 1) Parcel Number 146503000004 - 21.64 ACS M/L IN NW 1/4 SE 1/4 3-1N-69 LESS 1.36 ACS M/L TO HWY DEPT PER DEED. 2) Parcel Number 146503000005 - 9.34 ACS M/L IN NW4SE4 3-1N-69 LESS 0.66 ACS M/L TO HWY DEPT FOR ROAD R/W PER DEED 1061409 8/30/90 BCR SPLIT ID 109693. 3) Parcel Number 146503000006 - 9.11 ACS NW 1/4 SE 1/4 3-1N-69 LESS MINERALS PER DEED 890175 11/23/87 BCR SEE MIN SPLIT 99846 LESS .89 ACS M/L HWY DEPT 105253 8/90 SPLIT 109695

More commonly known and referred to as:
5762 N. 107th Street, Longmont CO. (Rainbow Nursey

Whereas, Boulder County Public Health (BCPH) has determined that the onsite wastewater treatment system on the property is not approved in compliance with the Boulder County Onsite Wastewater Treatment System (OWTS) Regulations, and in its present condition requires repairs to provide on-going protection of public health and the environment; and

Whereas, Purchasers are desirous of proceeding with their purchase of the Property subject to the terms and conditions of this agreement; and

Whereas, failure to comply with the terms of this Agreement will subject the Purchasers to enforcement action; and

Whereas, Purchasers acknowledge that if at any time BCPH determines that the OWTS has become an immediate threat to public health or water quality, a written notice shall be issued to the Purchasers to immediately bring the OWTS into compliance with the Regulations.

NOW, THEREFORE, Purchasers agree as follows:

1. Purchasers agree to apply for a repair permit and complete the repairs to the OWTS servicing the dwelling or occupied building on the Property within 90 days after the closing date.
2. Purchasers acknowledge that their failure to complete repairs will cause Public Health to initiate enforcement actions against them, including injunctive relief precluding the use of the Property unless and until repairs are completed.



3. Boulder County will not use this property and it is to remain vacant for approximately 2 years. If and when the County decides to use this property – a full engineer's report will be submitted to BCPH regarding the proposed use with calculations showing that the existing septic system is adequate.

Purchaser's Signature: _____

Contact name and phone Mel Stonebraker, Sr. Land Officer – 303-678-6262

STATE OF COLORADO
COUNTY OF BOULDER

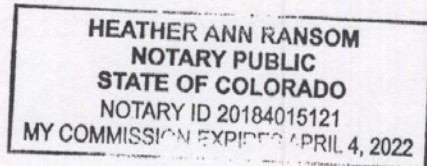
The foregoing instrument was acknowledged before me this 11 day of April, 2018

by Mel Stonebraker &

Witness my hand and official seal.

Heather Ann Ransom
Notary Public

My Commission Expires: April 4, 2022



**REAL PROPERTY TRANSFER DECLARATION
(TD-1000)**

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S and 39-13-102(5)(c), C.R.S.

1. **Address or legal description of real property:** Please do not use P.O. Box numbers.

5762 N 107th St., Longmont, CO 80504-8427

9.11 ACS, 9.34 ACS AND 21.64 ACS IN NW 1/4 SE 1/4 3-1N-69 LESS HWY

2. **Type of property purchased:** ☐ Single Family Residential ☐ Townhome ☐ Condominium
☐ Multi-Unit Res ☐ Commercial ☐ Industrial ☐ Agricultural ☐ Mixed Use ☐ Vacant
Land ☐ Other _____

3. **Date of Closing:**

April 17, 2018

Month Day Year

Date of Contract if Different than date of closing:

February 25, 2018

Month Day Year

4. **Total sale price:** Including all real and personal property.

\$985,000.00

5. **Was any personal property included in the transaction?** Personal property would include, but is not limited to, carpeting, drapes, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.

☐ Yes ☒ No If yes, approximate value \$ _____

Describe _____

6. **Did the total sale price include a trade or exchange of additional real or personal property?** If yes, give the approximate value of the goods or services as of the date of closing.

☐ Yes ☒ No If yes, value \$ _____

If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☒ No

7. **Was 100% interest in the real property purchased?** Mark "no" if only a partial interest is being purchased.

☒ Yes ☐ No If no, interest purchased _____%

8. **Is this a transaction among related parties?** Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.

☐ Yes ☒ No

9. **Check any of the following that apply to the condition of the improvements at the time of purchase.**

☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☒ Poor ☐ Salvage.

Escrow No. 459-H0528359-043-Debbie Coleman

If the property is financed, please complete the following.

10. Total amount financed: \$ _____

11. Type of financing: (Check all that apply)

- ☐ New
- ☐ Assumed
- ☐ Seller
- ☐ Third Party
- ☐ Combination; Explain _____

12. Terms

- ☐ Variable; Starting interest rate _____ %
- ☐ Fixed; Interest rate _____ %
- Length of time _____ years
- Balloon payment ☐ Yes ☐ No If yes, amount \$ _____ Due date _____

13. Mark any that apply: ☐ Seller assisted down payments, ☐ Seller concessions, Special terms or financing.

If marked, please specify: _____

For properties other than residential (Residential is defined as: single family detached, town homes, apartments and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? ☐ Yes ☒ No

If yes, franchise or license fee value \$ _____.

15. Did the purchase price involve an installment land contract? ☐ Yes ☒ No

If yes, date of contract _____.

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? ☐ Yes ☐ No

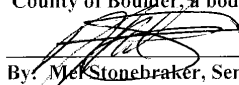
Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed this April 17, 2018.

Enter the day, month, and year, have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number. Please designate buyer or seller.

BUYER:

County of Boulder, a body corporate and politic

By:  _____
Mel Stonebraker, Senior Land Officer

Signature of Grantee (Buyer) ☒

18. All Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to :

5201 St Vrain Road

Address (mailing)

Daytime Phone _____

Longmont, CO 80503

City, State and Zip Code

AFFIDAVIT AND INDEMNITY AGREEMENT

TO HERITAGE TITLE COMPANY, INC., a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation.

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

legally described as:

See Exhibit A attached hereto and made a part hereof.

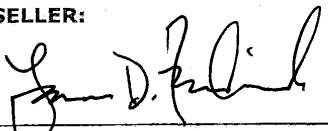
Property Address: **5762 N 107th St., Longmont, CO 80504-8427**

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

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

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

SELLER:



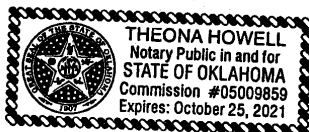
Loren D. Frederick

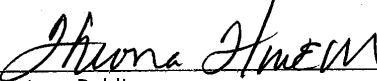
State of OKLAHOMA
 County of TULSA

} ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me April 16th, 2018 by Loren D. Frederick.

(SEAL)





 Notary Public Theona Howell
 My Commission Expires: October 25, 2021

Exhibit "A"

Parcel 1:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88°33'25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88°33'25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 566.32 feet; thence North 90°00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6°28' East, 28.77 feet; North 36°58' East 469 feet; North 86°32' East 145.80 feet; South 82°19' East 205 feet; North 68°40' East 103.20 feet; North 54°17'40" feet 141.17 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder, State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of said Section 3, North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00°13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 269.68 feet; thence North 90°00' East 1647.02 feet; thence North 56°47' East 23.56 feet; thence North 90°00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37°14' West 143.50 feet; North 6°20' East 143.43 feet; thence North 90°00' West 1605.04 feet to the True Point of Beginning,

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder, State of Colorado.

Parcel 3:

A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88°33'25"



Board of County Commissioners

April 12, 2018

Fidelity National Title Company
4909 Pearl East Circle, Suite 100
Boulder, CO 80301

Attention: Debbie Coleman

Re: Commitment for Title Insurance No. 459-H0528359-043-DC5;
Rainbow Nursery Property

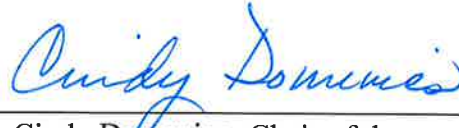
Dear Ms. Coleman:

The County of Boulder is the purchaser of the following described real property located in the State of Colorado, County of Boulder:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

In order to remove pre-printed exception No. 4 of Schedule B on the owner's policy to be issued to the County of Boulder on the above-described property, the County of Boulder certifies that no improvements have been made on the property by the County and there are no existing or outstanding bills or obligations to any contractors, sub-contractors or suppliers for materials supplied or labor performed, commenced or contracted for, including but not limited to excavation, demolition, engineering or architectural fees.

COUNTY OF BOULDER, a body corporate
and politic

By: 
Cindy Domenico, Chair of the
Board of County Commissioners

Cindy Domenico County Commissioner **Deb Gardner** County Commissioner **Elise Jones** County Commissioner

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • Tel: 303.441.3500 • Fax: 303.441.4525
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.bouldercounty.org • commissioners@bouldercounty.org

EXHIBIT A

Legal Description

Parcel 1:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88°33'25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88°33'25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 566.32 feet; thence North 90°00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6°28' East, 28.77 feet; North 36°58' East 469 feet; North 86°32' East 145.80 feet; South 82°19' East 205 feet; North 68°40' East 103.20 feet; North 54°17'40" feet 141.17 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,
County of Boulder, State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of said Section 3, North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00°13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 269.68 feet; thence North 90°00' East 1647.02 feet; thence North 56°47' East 23.56 feet; thence North 90°00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37°14' West 143.50 feet; North 6°20' East 143.43 feet; thence North 90°00' West 1605.04 feet to the True Point of Beginning,

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,
County of Boulder, State of Colorado.

Parcel 3:

A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along

the North line of the Southeast 1/4 of said Section 3; North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 836 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South 89°26' East 1143.70 feet; North 59°25' East 273 feet; North 56°47' East 322.14 feet; thence North 90°00' West 1647.02 feet to the True Point of Beginning,

Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No.

01056253,

County of Boulder, State of Colorado.

RECEIPT AND AGREEMENT

THIS RECEIPT AND AGREEMENT is given this 16th day of April, 2018, by Fidelity National Title Company ("Title Company") to the County of Boulder, a body corporate and politic ("County") with respect to closing on the sale of the real property legally described on attached Exhibit A attached hereto and by this reference made a part hereof (the "Property") which is the subject of the Title Company's Commitment No. 459-H0528359-043-DC5 (the "Commitment").

Recording Order:

Following the closing, Title Company agrees to timely record the General Warranty Deed, then the Quitclaim Deed.

Satisfaction of Title Requirements; Obligation to Issue Policy:

Title Company agrees that all requirements of the Commitment have been satisfied, and that Title Company is unconditionally obligated to issue its standard form owner's policy of title insurance (the "Owner's Policy") pursuant to the Commitment, insuring fee simple merchantable title to the Property in County in the amount of \$985,000, subject only to exceptions 6 through 34, as shown on Schedule B-2 of the Commitment.

Title Company agrees to issue the Owner's Policy subject only to the above exceptions notwithstanding any changes in the public records which occur after the effective date of the Commitment and prior to recording the deed conveying the Property to the County. Title Company agrees to provide County with signed copy of Seller's settlement/closing statement.

Fidelity National Title Company

By: _____



Debbie Coleman, Closer

EXHIBIT A

Legal Description

Parcel 1:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88°33'25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88°33'25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 566.32 feet; thence North 90°00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6°28' East, 28.77 feet; North 36°58' East 469 feet; North 86°32' East 145.80 feet; South 82°19' East 205 feet; North 68°40' East 103.20 feet; North 54°17'40" feet 141.17 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,
County of Boulder, State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of said Section 3, North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00°13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 269.68 feet; thence North 90°00' East 1647.02 feet; thence North 56°47' East 23.56 feet; thence North 90°00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37°14' West 143.50 feet; North 6°20' East 143.43 feet; thence North 90°00' West 1605.04 feet to the True Point of Beginning,

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,
County of Boulder, State of Colorado.

Parcel 3:

A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along

the North line of the Southeast 1/4 of said Section 3; North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 836 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South 89°26' East 1143.70 feet; North 59°25' East 273 feet; North 56°47' East 322.14 feet; thence North 90°00' West 1647.02 feet to the True Point of Beginning,

Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No.

01056253,

County of Boulder, State of Colorado.

Heritage Title Company, Inc.

PRIVACY RELEASE FORM

☒ The undersigned hereby authorize Heritage Title Company, Inc. to release copies of the following documents :

- ☐ Promissory Note
- ☐ Deed of Trust
- ☐ Truth in Lending
- ☐ Short Sale Approval Letter
- ☒ Other Real Estate Doc's, Payoffs

To:

- ☒ Listing Agent
- ☐ Selling Agent
- ☐ Mortgage Broker

☐ The Undersigned hereby declines to authorize Heritage Title Company, Inc. to release copies of the above referenced documents to the Listing Agent, Selling Agent and/or Mortgage Broker.

Upon execution Heritage Title Company, Inc. will provide you with a copy of this document for your records and will also maintain a copy of this document in electronic format to be provided upon your request.

The aforementioned release shall remain in effect unless and until revoked at any time by the undersigned by either mailing said request of revocation to:

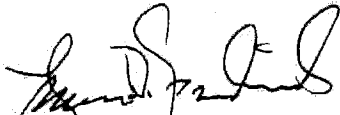
Heritage Title Company, Inc.

Attn: Escrow Dept/Administration
4582 South Ulster Street Parkway, Suite 1300
Denver, CO 80237

Or by calling toll free 1-800-725-9287


April 17, 2018

SELLER:


Loren D. Frederick

BUYER:

County of Boulder, a body corporate and politic


By: Mel Stonebraker, Senior Land Officer

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.
- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and

- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be

responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

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

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

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

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SURVEY AFFIDAVIT

Commitment No. **459-H0528359-043-DC5**

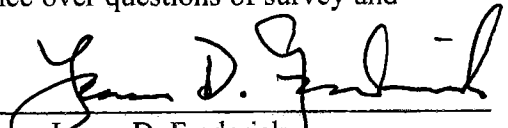
RE: Property Address: **5762 N 107th St., Longmont, CO 80504-8427**

The undersigned being first duly sworn, deposes says:

That I/we, being the owner(s) of record described in the above numbered commitment for title insurance, have not made or caused to be made any structural improvements or structural additions to existing improvements on the premises described in the above referenced title commitment since: November 23, 2015 the effective date of the previous survey (attached). Structural changes include:

1. Improvements to the property.
2. Alterations of the boundaries of the property.
3. Any other changes to the property which would be reflected by a current, accurate survey.

This Affidavit is given to Heritage Title Company, Inc. as an inducement to accept said survey and to Commonwealth Land Title Insurance Company as an inducement to issue extended coverage on the policies of title insurance over questions of survey and encroachments not shown of public record.


Loren D. Frederick

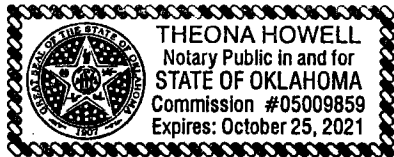
STATE OF Oklahoma
COUNTY OF Tulsa

} ss:

The foregoing instrument was acknowledged before me this April 14, 2018
by Loren D. Frederick

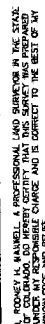
Witness my hand and official seal.


Notary Public



My commission expires Oct. 25, 2021

OF TRACTS OF LAND BEING LOCATED IN
THE SE 1/4 OF SECTION 3, T1N, R69W OF THE 6TH P.M.,
COUNTY OF BOULDER, STATE OF COLORADO



1 - SET REBAR W/PLASTIC CAP L5# 30083
2 - FOUND JOISTMENT AS NOTED
3 - FOUND REBAR WITH PLAS CAP L5 30127
4 - FOUND REBAR WITH ALUM COILAR (L1E26E1)
5 - FOUND 3-1/4" ALUM CAP - 420T ROW PLS13485
6 - RECORD INFORMATION
7 - MEASURED
8 - PROPERTY LINE
9 - LOT LINE
10 - EASEL LINE

ROONEY H. MAXWELL, P.L.S. 38083
COLORADO PROFESSIONAL LAND SURVEYOR
ELECTRONICALLY SIGNED

COUNTY CLERK / RECORDER FILING CERTIFICATE

LEGAL DESCRIPTION (RECORD)

[illegible][illegible][illegible]

GENERAL NOTES

1. WRITES, ADDRESSES TO CONSUMERS AND YOU MUST COMMENCE ANY LITIGATIVE ACTION BASED UPON ANY DEFECT IN THIS WARRANTY WITHIN THREE MONTHS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT ANY ACTION BASED UPON THIS WARRANTY SHALL BE BRINGED MORE THAN TEN YEARS FROM THE DATE OF THE PURCHASE OF THE PRODUCT. NO OTHER REMEDY SHALL BE AVAILABLE TO ANY PERSON WHO INADEQUATELY ADVISES, ALTERS OR DEFECTS ANY PUBLIC LAW SURVEY MONUMENT OR ADDITIONAL MONUMENT, CLASS TWO OR CLASS THREE MONUMENT OR ADDITIONAL MONUMENT, CLASS TWO OR CLASS THREE MONUMENT PURSUANT TO FIVE STATUTE 18-1306 C.R.S.
2. [THIS WARRANTY WAS PREPARED WITH CLUMBERIA TITLE AGENCY, LLC FILE NO. 2019-1315848 1/2 DATED 11/1/2019. THE ABOVE IS THE ONLY COPY OF THIS WARRANTY. IT IS THE PROPERTY OF CLUMBERIA TITLE AGENCY, LLC AND WILL BE DESTROYED UPON REQUEST OF THE OWNER OF PUBLIC RECORD.
3. ALL MONUMENTS, BOUNDARIES, EASEMENTS, WITH ALL THE DEARINGS CONTAINED HEREIN RELATES HERETO. 5792 N. LOTIN ST.

SURVEYOR'S CERTIFICATE

I, ROONEY H. MANNELL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Disclosures

Escrow #: **459-H0528359-043-DC5**

PROPERTY ADDRESS: **5762 N 107th St., Longmont, CO 80504-8427**

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

Post Closing Escrows:

Funds may be collected and held in escrow by closing agent to pay items for which the amounts due are not known at the time of closing or for which the payment of such items cannot be confirmed as of the date of closing or disbursement. These items may include but are not limited to taxes, recordings, repairs, water, sewer or utilities and will be listed as an estimate or escrow for said item on the HUD1 or other applicable settlement statement. Upon confirmation of the amount due by closing agent, said items will be paid in full in accordance with the contract and or lender's closing instructions with any refund due to be disbursed to the depositing party. In the event the new lender's closing instructions prohibit funds be returned to the borrower, funds will be held until additional instructions are obtained from the lender.

Check Disbursement Procedures:

In the event any check is later returned to Heritage Title Company, to be replaced or otherwise disbursed, Heritage Title will only be able to disburse said funds after a stop payment has been placed on the returned check and confirmation of that stop has been received from the issuing bank the following business day.

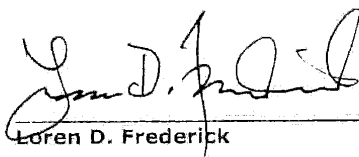
Disclosure of Possible Benefits to Closing Company:

As a result of Closing Company maintaining its general escrow accounts with the depositories, Closing Company may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Closing Company and Closing Company shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits. You have the opportunity to earn interest on your escrowed funds as follows: As an example; the amount of interest you can earn on a deposit of \$1000.00 for a thirty day period at an interest rate of 4% is \$3.33. Interest earned is dependent on the amount of the deposit, length of time of the deposit and the prevailing interest rate. To establish an interest bearing account, ask for an "Escrow Instruction-Interest Bearing Account," complete the form and return it to your escrow officer. The charge to set up and service the interest bearing account shall not exceed \$100.00

FIRPTA Waiver Of Settlement Agent Responsibility

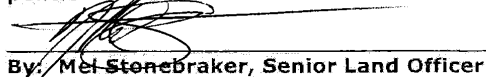
Heritage Title Company, Inc. is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

SELLER:


Loren D. Frederick

BUYER:

County of Boulder, a body corporate and politic


By: Mel Stonebraker, Senior Land Officer

FIRPTA STATEMENT BY QUALIFIED SUBSTITUTE
FIRPTA Withholding is NOT Required
Internal Revenue Code Section 1445(b) (g)

To: **County of Boulder, a body corporate and politic**– Buyer (Transferee)

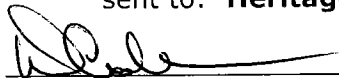
Re: Escrow Number: **H0528359**

Property Address: **5762 N 107th St.**
Longmont, CO 80504-8427

Seller: **Loren D. Frederick**

Section 1445 of the Internal Revenue Code provides that a transferee (Buyer) of a U.S. Real Property interest must withhold tax if the transferor (Seller) is a foreign person. To inform the transferee (Buyer) that withholding of tax is not required upon the transferor's (Seller) disposition of a U.S. Real Property interest, **Heritage Title Company, Inc.** certifies the following:

- 1) **Heritage Title Company, Inc.** is the settlement services provider in this transaction and is not the agent of the transferor.
- 2) Seller, as named above, has deposited into this escrow transaction a FIRPTA Non-Foreign Affidavit which indicates that FIRPTA withholding is not required as a result of the disposition of this property. Escrow holder is NOT making any certification as to the accuracy or correctness of the information submitted by Seller, only that the form has been given to escrow holder indicating that no withholding is required.
- 3) The completed Affidavit, from the Seller, will be maintained in the above referenced escrow file, until such a time as the file is destroyed. Destruction of the file is pursuant to our general provisions.
- 4) Requests for additional information concerning the Affidavit described above, should be sent to: **Heritage Title Company, Inc..**



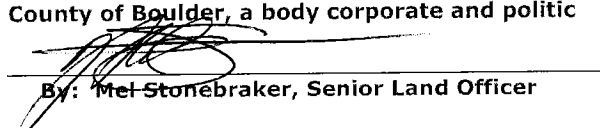
Debbie Coleman, Escrow Officer

Date: **April 17, 2018**

Received by Buyer:

BUYER:

County of Boulder, a body corporate and politic



By: **Mel Stonebraker, Senior Land Officer**

Original: Give to Buyer

Copy: Maintained in Escrow File

Provided to any Representative of the Buyer

GENERAL WARRANTY DEED

(Statutory Form, C.R.S. § 38-30-113)


* Document being re-recorded to correct recording order - Doc 1

Grantor, **Loren D. Frederick**, whose legal address is P.O. Box 1000, Bixby, Oklahoma 74008, of the County of Tulsa and State of Oklahoma, for the consideration of NINE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$985,000.00), in hand paid, hereby sells and conveys to Grantee, the **County of Boulder**, a body corporate and politic, whose legal address is 5201 St. Vrain Road, Longmont, CO 80503, of the County of Boulder, State of Colorado, the following real property in the County of Boulder and State of Colorado, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE FOR LEGAL DESCRIPTION OF THE PROPERTY,

with all its appurtenances, including all mineral rights and water rights appurtenant to the Property, and warrants the title to the same, subject only to those matters set forth on Exhibit B attached hereto and made a part hereof by this reference.

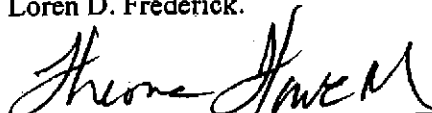
Signed this 14th day of April, 2018.


Loren D. Frederick

State of OKLAHOMA

County of TULSA

The foregoing instrument was acknowledged before me this 14th day of April, 2018 by Loren D. Frederick.


(Notary official signature) Theona Howell

October 25, 2021
(Commission expiration)



EXHIBIT A**Legal Description****Parcel 1:**

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88°33'25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88°33'25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 566.32 feet; thence North 90°00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6°28' East, 28.77 feet; North 36°58' East 469 feet; North 86°32' East 145.80 feet; South 82°19' East 205 feet; North 68°40' East 103.20 feet; North 54°17'40" feet 141.17 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,
County of Boulder, State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of said Section 3, North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00°13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 269.68 feet; thence North 90°00' East 1647.02 feet; thence North 56°47' East 23.56 feet; thence North 90°00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37°14' West 143.50 feet; North 6°20' East 143.43 feet; thence North 90°00' West 1605.04 feet to the True Point of Beginning,

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,
County of Boulder, State of Colorado.

Parcel 3:

A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the

Southeast 1/4 of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast 1/4 of said Section 3; North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 836 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South 89°26' East 1143.70 feet; North 59°25' East 273 feet; North 56°47' East 322.14 feet; thence North 90°00' West 1647.02 feet to the True Point of Beginning, Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No. 01056253,
County of Boulder, State of Colorado.

Together with 35 shares of the capital stock of The Boulder and White Rock Ditch and Reservoir Company and 8 units of Northern Colorado Water Conservancy District.

Rainbow Nursery Property

EXHIBIT B**Permitted Exceptions**

1. Taxes and assessments for the year 2018, not yet due or payable.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
Reserved by: Macy Farms, Inc.
Purpose: Waste water
Recording Date: February 8, 1965
Recording No: 776763.
Affects: Parcels 2 and 3
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: December 14, 1979
Recording No: 374885.
Affects: Parcel 1
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: February 29, 1980
Recording No: 385655.
Affects: Parcel 3
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: February 29, 1980
Recording No: 385656.
Affects: Parcel 2
6. Reservations and exceptions as contained Warranty Deed recorded March 14, 1984 at Reception No. 608817. (affects Parcel 1)

7. Reservations and exceptions as contained Warranty Deed recorded September 28, 1984 at Reception No. 649110. (affects Parcel 3)
8. Reservations and exceptions as contained in Warranty Deed recorded November 23, 1987 at Reception No. 890173. (affects Parcel 2)
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: August 3, 1990
Recording No: 1056254.
Affects: Parcel 3
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: The American Lutheran Church
Purpose: Irrigation
Recording Date: August 30, 1990
Recording No: 01061410.
Affects: Parcels 1 and 2
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: August 30, 1990
Recording No: 01061411.
Affects: Parcels 1 and 2
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document: Granted to:
Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities
Recording Date: August 30, 1990
Recording No: 01061412.
Affects: Parcel 2
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities

Recording Date: August 30, 1990
Recording No: 01061413.
Affects: Parcel 1

14. Terms, conditions, provisions, agreements and obligations contained in the Purchase Agreement as set forth below:
Recording Date: October 14, 1994
Recording No.: 01470678
Affects: Parcels 1, 2 and 3
15. Terms, conditions, provisions, agreements and obligations contained in the Deed of Conservation Easement In Gross as set forth below:
Recording Date: December 19, 1994
Recording No.: 01485777.
Affects: Parcels 1, 2 and 3
16. Terms, conditions, provisions, agreements and obligations contained in the Notice of Property Restrictions as set forth below:
Recording Date: February 8, 1995
Recording No.: 01497087.
Affects: Parcels 1, 2 and 3
17. Undivided full interest in all oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:
Granted to: Jeffrey J. Buffo
Recording Date: January 5, 2001
Recording No.: 2108512.
Affects: Parcel 3
18. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread bank, channel or flow of waters in the Leggett Ditch lying within subject land, and any question as to the location of such center thread, bed, bank or channel as a legal monument or marker for purposes of describing or locating subject land. (affects Parcels 1, 2 and 3)
19. Bargain and Sale Deed for water rights recorded November 26, 2013 at Reception Number 03354611.
(affects Parcels 1, 2 and 3)
20. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: April 15, 2014

Recording No.: 03375206.

Affects: Parcels 2 and 3

21. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of
Assignment of Class D Allotment Contract as set forth below:
Recording Date: April 15, 2014
Recording No.: 03375207.
Affects: Parcels 2 and 3
22. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:
Recording Date: April 15, 2014
Recording No.: 03375208.
Affects: Parcel 1
23. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:
Recording Date: February 12, 2016
Recording No.: 03500985.
Affects: Parcel 2
24. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:
Recording Date: February 12, 2016
Recording No.: 03500986.
Affects: Parcel 3
25. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:
Recording Date: February 12, 2016
Recording No.: 03500987.
Affects: Parcel 1
26. Amended Request for Notification of Application for Development recorded November 1, 2016 at Reception Number 3554502.
27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities

Recording Date: June 21, 1990

Recording No: 01048478.

Affects: Parcel 3

28. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
Job No.: 15-11-457
Dated: November 23, 2015
Prepared by: Colorado ILC Services
Matters shown: A possible 4 foot easement along the westerly property line and a possible 3 foot easement along the east property line as shown. Note: The survey refers to Reception No. 01056253 which does not grant any easements.

QUITCLAIM DEED

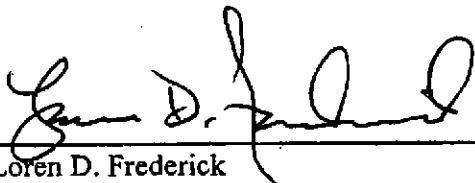
(Statutory Form, C.R.S. § 38-30-116)

* This document is being re-recorded to correct recording order - Dec 2

Grantor, **Loren D. Frederick**, whose legal address is P.O. Box 1000, Bixby, Oklahoma 74008, of the County of Tulsa and State of Oklahoma, for the consideration of LESS THAN FIVE HUNDRED DOLLARS, in hand paid, hereby sells and quitclaims to Grantee, the County of Boulder, a body corporate and politic, whose legal address is 5201 St. Vrain Road, Longmont, CO 80503, of the County of Boulder, State of Colorado, the following real property in the County of Boulder, and State of Colorado, to wit:

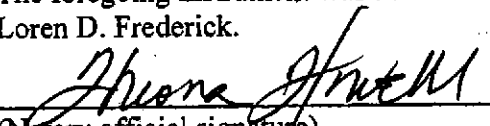
See Exhibit A attached hereto and incorporated herein by this reference, with all its appurtenances.

Signed this 14th day of April, 2018.


Loren D. Frederick

State of OKLAHOMA
County of TULSA

The foregoing instrument was acknowledged before me this 14th day of April, 2018 by Loren D. Frederick.


(Notary official signature)

October 25, 2021
(Commission expiration)

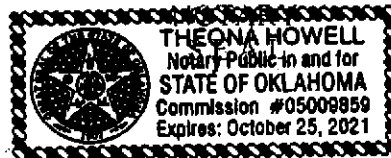


EXHIBIT A**Legal Description****Parcel 1:**

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88°33'25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88°33'25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 566.32 feet; thence North 90°00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6°28' East, 28.77 feet; North 36°58' East 469 feet; North 86°32' East 145.80 feet; South 82°19' East 205 feet; North 68°40' East 103.20 feet; North 54°17'40" East 141.17 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,
County of Boulder, State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

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County of Boulder, State of Colorado.

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A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88°33'25" West and with all bearings contained

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Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No.

01056253,

County of Boulder, State of Colorado.

And including all mineral rights and all water rights owned by Grantor appurtenant to the Property.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That **Loren D. Frederick** of the County of **TULSA**, State of **OKLAHOMA** (Seller), for and in consideration of Ten Dollars and other Valuable Consideration to them in hand paid, at or before the ensembling or delivery of these presents by **County of Boulder, a body corporate and politic** of the County of **Boulder**, in the State of **COLORADO** (Buyer), the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the said Buyer, their personal representatives, successors and assigns, the following property, goods and chattels, to wit:

Inclusions – Attached. If attached to the property on the date of the Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating, and air conditioning units, TV antennas, inside telephone wiring, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) garage door openers including _____ remote controls If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): ☐ None ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of the Contract, such additional items are also included in the Purchase Price.

Inclusions – Not Attached. If on the Property, whether attached or not, on the date of the Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

Personal Property – Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except **N/A**.

Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: **ALL BUILDINGS, FIXTURES AND EQUIPMENT AS CURRENTLY PRESENT, INCLUDING ALL GREEN HOUSES, VARIOUS STACKS OF PLANTING POTS, TREE CROPS, ANY AND ALL OTHER PERSONAL PROPERTY.**

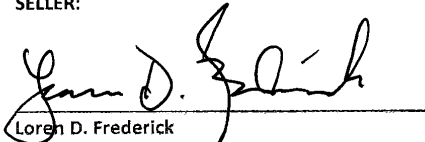
Exclusions. The following items are excluded (Exclusions): **NONE**

located at: **5762 N 107th St., Longmont, CO 80504-8427**

TO HAVE AND TO HOLD the same unto the said Buyer, his personal representatives, successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, his personal representatives, successors and assigns, to **WARRANT AND DEFEND** the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale **April 17, 2018**.

SELLER:

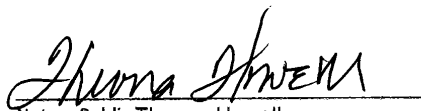

Loren D. Frederick

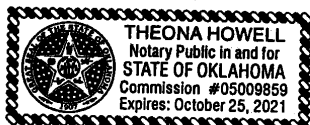
State Of **OKLAHOMA**
County Of **TULSA**

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me April 16, 2018 by **Loren D. Frederick**

Witness my hand and official seal.


Notary Public **Theona Howell**
My Commission expires **October 25, 2021**



WATER STOCK TRANSFER REQUEST

TO: Boulder & White Rock Ditch Company
P.O. Box 119, Longmont, CO 80502-0119

FOR VALUE RECEIVED, there is hereby assigned, transferred and set over (and you are directed to transfer on the books of said company) the following stock, which is standing in the name of the undersigned and is represented on your books and records by Certificate Nos. 1287 and 1288:

New Certificate:

The owner of 35 shares of the capital stock of said company is the County of Boulder, a body corporate and politic.

Assessments:

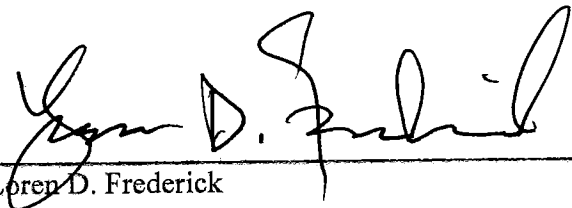
Boulder County will be responsible for ditch assessments on these shares, so please send all future ditch assessments to:

Attn: Lease Coordinator
Boulder County Parks & Open Space Department
5201 St. Vrain Rd.
Longmont, CO 80503

Please send the new certificate via certified mail to the following address:

Attn: Mary Jo Langstraat
Boulder County Parks & Open Space Department
5201 St. Vrain Rd.
Longmont, CO 80503

Thank you for your attention to this request.


Loren D. Frederick

State of OKLAHOMA

County of TULSA

The foregoing Water Stock Transfer Request was acknowledged before me this 14 day of April, 2018 by Loren D. Frederick.

Theona Howell
(Notary Official Signature)

October 25, 2021
(Commission Expiration)



COUNTY OF BOULDER,
a body corporate and politic

By: Cindy Domenico
Cindy Domenico, Chair

By: Elise Jones
Elise Jones, Vice Chair

By: Deb Gardner
Deb Gardner, Commissioner

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this 12th day of April, 2018 by
Cindy Domenico, Chair, Elise Jones, Vice Chair, and Deb Gardner, Commissioner, of the
Board of County Commissioners of Boulder County, Colorado.

Mike Ryder
(Notary official signature)

6/8/2019
(Commission expiration)

**MIKE RYDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20074022368
MY COMMISSION EXPIRES 06/08/2019**

EXHIBIT A

Legal Description

Parcel 1:

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County of Boulder, State of Colorado.

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Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,
County of Boulder, State of Colorado.

Parcel 3:

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County of Boulder, State of Colorado.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
NORTHERN WATER
APPLICATION FOR RELEASE OF EXISTING CLASS D ALLOTMENT CONTRACT
AND ACCOMPANYING TAX LIEN

Section 1: The records of Boulder County, Colorado, show at Reception #03500987, the description of lands to which a Northern Water allotment of 4 acre-feet of water was ordered by the Board of Directors of Northern Water. Said lands are described in Section 4.

Section 2: Names of Record Owners: Loren D. Frederick

Section 3: Carrier Ditch: Boulder & Whiterock Ditch Company

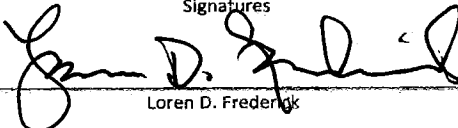
Section 4: Described lands to which the allotment of water is currently attached:

POR OF THE SE1/4 DESC AS FOL: BEG AT THE NE COR OF THE SE1/4; TH N88 32'W 205.6FT ALG N LN OF SE1/4 TO THE TPOB; TH N88 32'W ALG N LN OF SE1/4 2449FT TO CEN OF HWY #287; TH S00 13'W 547.38FT ALG APPROX CEN OF SD HWY #287; TH E 1578.6FT TO THE CEN OF THE LEGGETT D; TH ALG THE APPROX CEN OF SD D BY THE FOL COURSES: N06 28'E 33.4FT; TH N36 58'E 469FT; TH N86 32'E 145.8FT; TH S82 19'E 205FT; TH N68 40'E 103.2FT; TH N54 15'E 141.3FT, M/L, TO TPOB.

SECTION 3 TOWNSHIP 1 NORTH RANGE 69 WEST

Section 5: The undersigned owners of all portions of the above described lands hereby join in applying for the release of the allotment and accompanying tax lien on said described lands.

SIGNATURES OF ALL RECORD OWNERS OF DESCRIBED LANDS

Signatures

Loren D. Frederick

Addresses
P.O. BOX 1000 OK Bixby
74008

REFER TO EXHIBIT "A" ATTACHED HERETO

Janis Whisman, Real Estate Division Manager, Boulder County

(Signatures must be acknowledged in space provided on back of this form.)

NOTE: The signatures of any lienholders will be required only if that lienholder has given notice to Northern Water that a lien is held against the land and water or water only in accordance with Northern Water's policy dated September 14, 1990.

ORDER ON APPLICATION

All parties interested in Northern Water's water allotment on the lands described in Section 4 hereof having made application for the release of 4 acre-feet of water and for the release of the existing tax lien; and after a Hearing by the Board of Directors, it is hereby Ordered that the allotment of 4 acre-feet is hereby removed from the lands described in Section 4, and the accompanying tax lien is hereby released from said lands.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By: _____
President

I hereby certify that the above Order was entered by the Directors of Northern Water on the _____ day of _____ A. D. _____

ATTEST: _____
Secretary

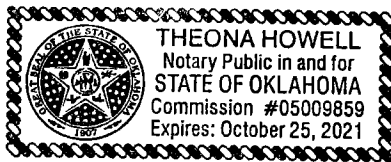
STATE OF OKLAHOMA)
) ss
County of TULSA)

The foregoing instrument was acknowledged before me this 14th day of April, 2018, by Loren D. Frederick.

Witness my hand and Seal.

My commission expires: October 25, 2021

Theona Howell
Theona Howell Notary Public



**NORTHERN COLORADO WATER CONSERVANCY DISTRICT
NORTHERN WATER
APPLICATION FOR RELEASE OF EXISTING CLASS D ALLOTMENT CONTRACT
AND ACCOMPANYING TAX LIEN**

Section 1: The records of Boulder County, Colorado, show at Reception #03500986, the description of lands to which a Northern Water allotment of **2 acre-feet** of water was ordered by the Board of Directors of Northern Water. Said lands are described in Section 4.

Section 2: Names of Record Owners: **Loren D. Frederick**

Section 3: Carrier Ditch: **Boulder & Whiterock Ditch Company**

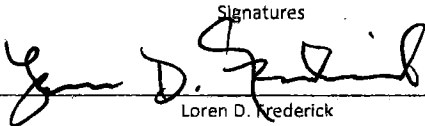
Section 4: Described lands to which the allotment of water is currently attached:

BEG AT NE COR OF THE SE1/4; TH N88 32'W 2654.6FT ALG N LN OF THE SE1/4 TO THE CEN OF HWY #287; TH S00 13'W 820.5FT ALG THE CEN OF SD HWY #287 TO THE TPOB; TH S00 13'W 318.7FT ALG CEN OF SD HWY #287; TH S89 26'E 1143.7FT ALG APPROX CEN OF A WASTE D; TH ALG SD D N59 25'E 273FT TO A PT ON THE W BK OF LEGGETT D; TH N56 47'E 307.6FT ALG SD WRLY D BK; TH W 1634.8FT, M/L, TO THE TPOB. (10.60 AC, M/L)

SECTION 3 TOWNSHIP 1 NORTH RANGE 69 WEST

Section 5: The undersigned owners of all portions of the above described lands hereby join in applying for the release of the allotment and accompanying tax lien on said described lands.

SIGNATURES OF ALL RECORD OWNERS OF DESCRIBED LANDS

Signatures	Addresses
 Loren D. Frederick	P.O. Box 1000 <i>Box OK</i> 74008

REFER TO EXHIBIT "A" ATTACHED HERETO

Janis Whisman, Real Estate Division Manager, Boulder County

(Signatures must be acknowledged in space provided on back of this form.)

NOTE: The signatures of any lienholders will be required only if that lienholder has given notice to Northern Water that a lien is held against the land and water or water only in accordance with Northern Water's policy dated September 14, 1990.

ORDER ON APPLICATION

All parties interested in Northern Water's water allotment on the lands described in Section 4 hereof having made application for the release of 2 acre-feet of water and for the release of the existing tax lien; and after a Hearing by the Board of Directors, it is hereby Ordered that the allotment of 2 acre-feet is hereby removed from the lands described in Section 4, and the accompanying tax lien is hereby released from said lands.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By: _____
President

I hereby certify that the above Order was entered by the Directors of Northern Water on the _____ day of _____ A. D. _____.

ATTEST: _____
Secretary

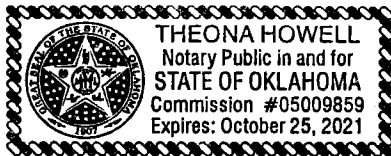
STATE OF OKLAHOMA)
County of TULSA) ss

The foregoing instrument was acknowledged before me this 14th day of April, 2018, by Loren D. Frederick.

Witness my hand and Seal.

My commission expires: October 25, 2021

Theona Howell
Theona Howell Notary Public



NORTHERN COLORADO WATER CONSERVANCY DISTRICT
NORTHERN WATER
**APPLICATION FOR RELEASE OF EXISTING CLASS D ALLOTMENT CONTRACT
AND ACCOMPANYING TAX LIEN**

Section 1: The records of Boulder County, Colorado, show at Reception #03500985, the description of lands to which a Northern Water allotment of 2 acre-feet of water was ordered by the Board of Directors of Northern Water. Said lands are described in Section 4.

Section 2: Names of Record Owners: **Loren D. Frederick**

Section 3: Carrier Ditch: **Boulder & Whiterock Ditch Company**

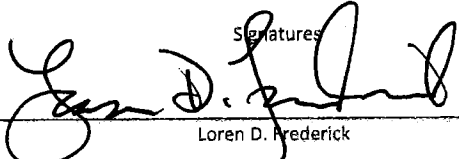
Section 4: Described lands to which the allotment of water is currently attached:

BEG AT NE COR OF THE SE1/4; TH N88 32'W 2654.6FT ALG N LN OF SE1/4 TO CEN OF HWY #287; TH S00 13'W 547.38FT ALG CEN OF SD HWY #287 TO THE TPOB; TH S00 13'W 273.12FT ALG CEN OF SD HWY #287; TH E 1634.8FT; TH N56 47'E 38.1FT TO A PT ON W BK OF THE LEGGETT D; TH E 10FT TO CEN OF SD LEGGETT D; TH N37 14'W 143.5FT ALG CEN OF SD D; TH N06 28'E 138.80FT ALG CEN OF SD D LEAVING SD D AT THIS PT; TH W 1578.6FT, M/L, TO THE TPOB. (10 AC, M/L)

SECTION 3 TOWNSHIP 1 NORTH RANGE 69 WEST

Section 5: The undersigned owners of all portions of the above described lands hereby join in applying for the release of the allotment and accompanying tax lien on said described lands.

SIGNATURES OF ALL RECORD OWNERS OF DESCRIBED LANDS

Signatures

Loren D. Frederick

Addresses

PO Box 1000 Bixby OK 74008

REFER TO EXHIBIT "A" ATTACHED HERETO

Janis Whisman, Real Estate Division Manager, Boulder County

(Signatures must be acknowledged in space provided on back of this form.)

NOTE: The signatures of any lienholders will be required only if that lienholder has given notice to Northern Water that a lien is held against the land and water or water only in accordance with Northern Water's policy dated September 14, 1990.

ORDER ON APPLICATION

All parties interested in Northern Water's water allotment on the lands described in Section 4 hereof having made application for the release of 2 acre-feet of water and for the release of the existing tax lien; and after a Hearing by the Board of Directors, it is hereby Ordered that the allotment of 2 acre-feet is hereby removed from the lands described in Section 4, and the accompanying tax lien is hereby released from said lands.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By: _____
President

I hereby certify that the above Order was entered by the Directors of Northern Water on the _____ day of _____ A. D. _____.

ATTEST: _____
Secretary

STATE OF OKLAHOMA)
County of TULSA) ss

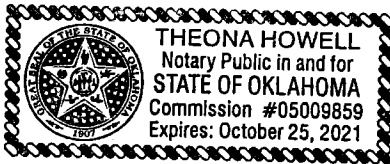
The foregoing instrument was acknowledged before me this 14th day of April, 2018, by Loren D. Frederick.

Witness my hand and Seal.

My commission expires: October 25, 2021

Theona Howell

Notary Public Theona Howell



NORTHERN COLORADO WATER CONSERVANCY DISTRICT
INDIVIDUAL ALLOTTEE SWORN AFFIDAVIT

State of OKLAHOMA)
) ss.
County of TULSA)

I, Loren D. Frederick, hereby swear and affirm under oath;

1. I have applied for the release of an allotment contract for two units of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"). I understand that Boulder County has simultaneously applied for a new allotment contract for water from the C-BT Project, which can only be obtained if my application is granted.
2. In conjunction with my application, and the application of Boulder County, I warrant and represent to the Northern Colorado Water Conservancy District (Northern Water) that (a) I have not and will not enter into any enforceable agreement with any other person or entity whatsoever relating to or regarding the Allotment Contract including, but not limited to, an agreement with a third party under which the third party can require me to sign an application to release or transfer the Allotment Contract, except NONE [Do not leave this space blank. If there are no documents to be listed fill the blank in with "None".]; and (b) no other person or entity besides me holds any interest in the Allotment Contract, except NONE [Do not leave this space blank. If there is no other person or entity to be listed, fill the blank in with "None".]
3. I have attached to this affidavit copies of all written agreements and other documents concerning C-BT Allotment Contracts described in paragraph 2 above from which I have redacted only the financial terms.
4. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit considering my application, and the application of Boulder County, and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his duty, he makes a materially false statement, which he does not believe to be true, under oath required or authorized by law.
5. I understand that the approval of the Board of Directors of Northern Water of the applications described herein may be rescinded if it is determined that one or more of my statements herein are materially false.

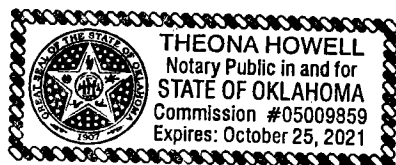
By: Loren D. Frederick
Loren D. Frederick

Sworn and affirmed under oath by Loren D. Frederick on April 17, 2018.

My commission expires: October 25, 2021

(SEAL)

Theona Howell
Notary Public Theona Howell



West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast 1/4 of said Section 3; North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 836 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South 89°26' East 1143.70 feet; North 59°25' East 273 feet; North 56°47' East 322.14 feet; thence North 90°00' West 1647.02 feet to the True Point of Beginning,

Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as Reception No. 01056253,

County of Boulder, State of Colorado.

legal rev. (010698)


NORTHERN COLORADO WATER CONSERVANCY DISTRICT
INDIVIDUAL ALLOTTEE SWORN AFFIDAVIT

State of OKLAHOMA)
) ss.
County of TULSA)

I, Loren D. Frederick, hereby swear and affirm under oath;

1. I have applied for the release of an allotment contract for four units of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"). I understand that Boulder County has simultaneously applied for a new allotment contract for water from the C-BT Project, which can only be obtained if my application is granted.
2. In conjunction with my application, and the application of Boulder County, I warrant and represent to the Northern Colorado Water Conservancy District (Northern Water) that (a) I have not and will not enter into any enforceable agreement with any other person or entity whatsoever relating to or regarding the Allotment Contract including, but not limited to, an agreement with a third party under which the third party can require me to sign an application to release or transfer the Allotment Contract, except NONE [Do not leave this space blank. If there are no documents to be listed fill the blank in with "None".], and (b) no other person or entity besides me holds any interest in the Allotment Contract, except NONE [Do not leave this space blank. If there is no other person or entity to be listed, fill the blank in with "None".]
3. I have attached to this affidavit copies of all written agreements and other documents concerning C-BT Allotment Contracts described in paragraph 2 above from which I have redacted only the financial terms.
4. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit considering my application, and the application of Boulder County, and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his duty, he makes a materially false statement, which he does not believe to be true, under oath required or authorized by law.
5. I understand that the approval of the Board of Directors of Northern Water of the applications described herein may be rescinded if it is determined that one or more of my statements herein are materially false.

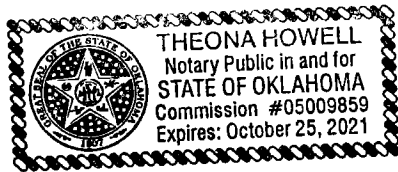
By:


Loren D. Frederick

Sworn and affirmed under oath by Loren D. Frederick on April 14, 2018.

My commission expires: October 25, 2021

(SEAL)




Notary Public Theona Howell

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
INDIVIDUAL ALLOTTEE SWORN AFFIDAVIT

State of OKLAHOMA)
) ss.
County of TULSA)

I, Loren D. Frederick, hereby swear and affirm under oath;

1. I have applied for the release of an allotment contract for two units of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"). I understand that Boulder County has simultaneously applied for a new allotment contract for water from the C-BT Project, which can only be obtained if my application is granted.
2. In conjunction with my application, and the application of Boulder County, I warrant and represent to the Northern Colorado Water Conservancy District (Northern Water) that (a) I have not and will not enter into any enforceable agreement with any other person or entity whatsoever relating to or regarding the Allotment Contract including, but not limited to, an agreement with a third party under which the third party can require me to sign an application to release or transfer the Allotment Contract, except NONE [Do not leave this space blank. If there are no documents to be listed fill the blank in with "None".], and (b) no other person or entity besides me holds any interest in the Allotment Contract, except NONE [Do not leave this space blank. If there is no other person or entity to be listed, fill the blank in with "None".]
3. I have attached to this affidavit copies of all written agreements and other documents concerning C-BT Allotment Contracts described in paragraph 2 above from which I have redacted only the financial terms.
4. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit considering my application, and the application of Boulder County, and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his duty, he makes a materially false statement, which he does not believe to be true, under oath required or authorized by law.
5. I understand that the approval of the Board of Directors of Northern Water of the applications described herein may be rescinded if it is determined that one or more of my statements herein are materially false.

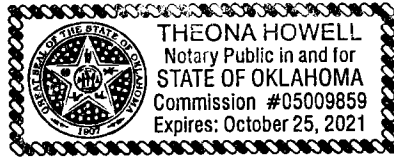
By:

Loren D. Frederick
Loren D. Frederick

Sworn and affirmed under oath by Loren D. Frederick on April 14, 2018.

My commission expires: October 25, 2021

(SEAL)



Theona Howell
Notary Public Theona Howell

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
AFFIDAVIT OF VERIFICATION OF BASE WATER SUPPLY
Domestic, Industrial, and Irrigation Water Suppliers
(Class B Contract and Class C Contract)

State of Colorado)
) ss.
County of Boulder)

I, Janis Whisman, Real Estate Division Manager, Boulder County, hereby swear and affirm under oath;

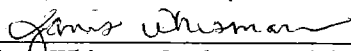
1. Boulder County ("Applicant"), has applied for a new allotment contract for **two units** of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. I am the Real Estate Division Manager of the Applicant.
3. In conjunction with the application for the Allotment Contract, I warrant and represent to Northern Water that the base water supplies currently owned, or permanently controlled, by the Applicant are as follows:

<u>Name</u>	<u>Amount Owned</u> <u>Shares or Acre Feet</u>	<u>Average</u> <u>Yield</u>	<u>Firm</u> <u>Yield</u>
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REFER TO EXHIBIT "A" ATTACHED HERETO

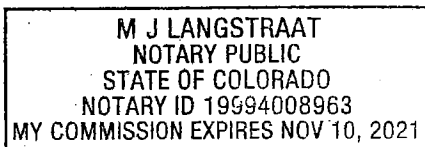
4. The water and water rights described in paragraph 3 above are owned or permanently controlled by the Applicant.
5. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit in considering this application for the Allotment Contract, and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his or her duty, that person makes a materially false statement, which that person does not believe to be true, under oath required or authorized by law.

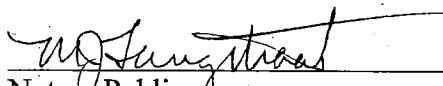
6. I understand that the approval of the Board of Directors of Northern Water of the application for the Allotment Contract may be rescinded if it is determined that one or more of my statements herein are materially false.


Janis Whisman, Real Estate Division Manager

Sworn and affirmed under oath by Janis Whisman, Real Estate Division Manager, on
4-11, 2018.

My commission expires: 11-10-21.




Notary Public

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
AFFIDAVIT OF VERIFICATION OF BASE WATER SUPPLY
Domestic, Industrial, and Irrigation Water Suppliers
(Class B Contract and Class C Contract)

State of Colorado)
) ss.
County of Boulder)

I, Janis Whisman, Real Estate Division Manager, Boulder County, hereby swear and affirm under oath;

1. Boulder County ("Applicant"), has applied for a new allotment contract for **two units** of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. I am the Real Estate Division Manager of the Applicant.
3. In conjunction with the application for the Allotment Contract, I warrant and represent to Northern Water that the base water supplies currently owned, or permanently controlled, by the Applicant are as follows:

<u>Name</u>	<u>Amount Owned</u> <u>Shares or Acre Feet</u>	<u>Average</u> <u>Yield</u>	<u>Firm</u> <u>Yield</u>
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REFER TO EXHIBIT "A" ATTACHED HERETO

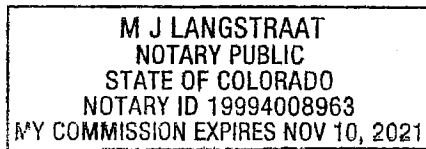
4. The water and water rights described in paragraph 3 above are owned or permanently controlled by the Applicant.
5. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit in considering this application for the Allotment Contract, and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his or her duty, that person makes a materially false statement, which that person does not believe to be true, under oath required or authorized by law.

6. I understand that the approval of the Board of Directors of Northern Water of the application for the Allotment Contract may be rescinded if it is determined that one or more of my statements herein are materially false.

Janis Whisman
Janis Whisman, Real Estate Division Manager

Sworn and affirmed under oath by Janis Whisman, Real Estate Division Manager, on
4-11, 2018.

My commission expires: 11-16-21



MJ Langstraat
Notary Public

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
AFFIDAVIT OF VERIFICATION OF BASE WATER SUPPLY
Domestic, Industrial, and Irrigation Water Suppliers
(Class B Contract and Class C Contract)

State of Colorado)
) ss.
County of Boulder)

I, Janis Whisman, Real Estate Division Manager, Boulder County, hereby swear and affirm under oath;

1. Boulder County ("Applicant"), has applied for a new allotment contract for **four units** of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. I am the Real Estate Division Manager of the Applicant.
3. In conjunction with the application for the Allotment Contract, I warrant and represent to Northern Water that the base water supplies currently owned, or permanently controlled, by the Applicant are as follows:

<u>Name</u>	<u>Amount Owned</u> <u>Shares or Acre Feet</u>	<u>Average</u> <u>Yield</u>	<u>Firm</u> <u>Yield</u>
-------------	---	--------------------------------	-----------------------------

REFER TO EXHIBIT "A" ATTACHED HERETO

4. The water and water rights described in paragraph 3 above are owned or permanently controlled by the Applicant.
5. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit in considering this application for the Allotment Contract, and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his or her duty, that person makes a materially false statement, which that person does not believe to be true, under oath required or authorized by law.

6. I understand that the approval of the Board of Directors of Northern Water of the application for the Allotment Contract may be rescinded if it is determined that one or more of my statements herein are materially false.

Janis Whisman
Janis Whisman, Real Estate Division Manager

Sworn and affirmed under oath by Janis Whisman, Real Estate Division Manager, on
4-11, 2018.

My commission expires: 11-10-21

M J LANGSTRAAT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994008963
MY COMMISSION EXPIRES NOV 10, 2021

MJ Langstraat
Notary Public

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
ALLOTMENT CONTRACT ENTITY APPLICANT
SWORN AFFIDAVIT

State of Colorado)
) ss.
County of Boulder)

I, Janis Whisman, Real Estate Division Manager, Boulder County, hereby swear and affirm under oath;

1. Boulder County (the "Applicant") has applied for the release of an allotment contract for four units and reapplied for a new allotment contract on those same units of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. In conjunction with the Application, I warrant and represent to Northern Water that:
 - a) I am authorized by the Applicant to provide the information in this affidavit under oath on behalf of the Applicant.
 - b) Applicant has not entered into any enforceable agreement with any person or entity whatsoever relating to or regarding the future purchase, transfer, or sale of the Allotment Contract for which it has applied, except none
[Do not leave this space blank. If there are no documents to be listed fill the blank in with "None".] This includes an agreement that would require the Applicant to sign an application to release or transfer the Allotment Contract or an agreement under which another person or entity can require the Applicant to sign an application to release or transfer the Allotment Contract to another person or entity.
 - c) Applicant will not, in the future, enter into any enforceable agreement with any person or entity whatsoever relating to or regarding the purchase, transfer, or sale of the Allotment Contract for which it has applied, including but not limited to an agreement that would require it to sign an application to release or transfer the Allotment Contract or an agreement under which another person or entity can require it to sign an application to release or transfer the Allotment Contract to another person or entity; except for (a) an agreement granting a security interest in the Allotment Contract or (b) an agreement to seek a transfer of all or a portion of the Allotment Contract which requires submission to Northern Water of an application to release or transfer the Allotment Contract within 90 days after execution of the agreement.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
ALLOTMENT CONTRACT ENTITY APPLICANT
SWORN AFFIDAVIT

State of Colorado)
) ss.
County of Boulder)

I, Janis Whisman, Real Estate Division Manager, Boulder County, hereby swear and affirm under oath;

1. Boulder County (the "Applicant") has applied for the release of an allotment contract for two units and reapplied for a new allotment contract on those same units of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. In conjunction with the Application, I warrant and represent to Northern Water that:
 - a) I am authorized by the Applicant to provide the information in this affidavit under oath on behalf of the Applicant.
 - b) Applicant has not entered into any enforceable agreement with any person or entity whatsoever relating to or regarding the future purchase, transfer, or sale of the Allotment Contract for which it has applied, except none
[Do not leave this space blank. If there are no documents to be listed fill the blank in with "None".] This includes an agreement that would require the Applicant to sign an application to release or transfer the Allotment Contract or an agreement under which another person or entity can require the Applicant to sign an application to release or transfer the Allotment Contract to another person or entity.
 - c) Applicant will not, in the future, enter into any enforceable agreement with any person or entity whatsoever relating to or regarding the purchase, transfer, or sale of the Allotment Contract for which it has applied, including but not limited to an agreement that would require it to sign an application to release or transfer the Allotment Contract or an agreement under which another person or entity can require it to sign an application to release or transfer the Allotment Contract to another person or entity; except for (a) an agreement granting a security interest in the Allotment Contract or (b) an agreement to seek a transfer of all or a portion of the Allotment Contract which requires submission to Northern Water of an application to release or transfer the Allotment Contract within 90 days after execution of the agreement.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
ALLOTMENT CONTRACT ENTITY APPLICANT
SWORN AFFIDAVIT

State of Colorado)
) ss.
County of Boulder)

I, Janis Whisman, Real Estate Division Manager, Boulder County, hereby swear and affirm under oath;

1. Boulder County (the "Applicant") has applied for the release of an allotment contract for two units and reapplied for a new allotment contract on those same units of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. In conjunction with the Application, I warrant and represent to Northern Water that:
 - a) I am authorized by the Applicant to provide the information in this affidavit under oath on behalf of the Applicant.
 - b) Applicant has not entered into any enforceable agreement with any person or entity whatsoever relating to or regarding the future purchase, transfer, or sale of the Allotment Contract for which it has applied, except none
[Do not leave this space blank. If there are no documents to be listed fill the blank in with "None".] This includes an agreement that would require the Applicant to sign an application to release or transfer the Allotment Contract or an agreement under which another person or entity can require the Applicant to sign an application to release or transfer the Allotment Contract to another person or entity.
 - c) Applicant will not, in the future, enter into any enforceable agreement with any person or entity whatsoever relating to or regarding the purchase, transfer, or sale of the Allotment Contract for which it has applied, including but not limited to an agreement that would require it to sign an application to release or transfer the Allotment Contract or an agreement under which another person or entity can require it to sign an application to release or transfer the Allotment Contract to another person or entity; except for (a) an agreement granting a security interest in the Allotment Contract or (b) an agreement to seek a transfer of all or a portion of the Allotment Contract which requires submission to Northern Water of an application to release or transfer the Allotment Contract within 90 days after execution of the agreement.

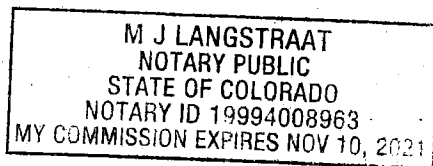
3. I have attached to this affidavit copies of all written agreements and other documents concerning CBT Allotment Contracts described in paragraph 2.a) above from which I have redacted only the financial terms.
4. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this affidavit in considering the Application, and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his duty, he makes a materially false statement, which he does not believe to be true, under oath required or authorized by law.
5. I understand that the approval of the Board of Directors of Northern Water of the Application may be rescinded if it is determined that one or more of my statements herein are materially false.

By: Janis Whisman
Janis Whisman

Title: Real Estate Division Manager

Sworn and affirmed under oath by Janis Whisman, Real Estate Division Manager, Boulder County, on April 11, 2018.

My commission expires: 11-10-21



M J Langstraat
Notary Public

Exhibit "A"

Signatures of Lienholder

Loren D. Frederick – 2 acre-foot units of C-BT
Allotment Contract Number 7430

BEG AT NE COR OF THE SE1/4; TH N88 32'W 2654.6FT ALG N LN OF THE SE1/4 TO THE CEN OF HWY #287; TH S00 13'W 820.5FT ALG THE CEN OF SD HWY #287 TO THE TPOB; TH S00 13'W 318.7FT ALG CEN OF SD HWY #287; TH S89 26'E 1143.7FT ALG APPROX CEN OF A WASTE D; TH ALG SD D N59 25'E 273FT TO A PT ON THE W BK OF LEGGETT D; TH N56 47'E 307.6FT ALG SD WRLY D BK; TH W 1634.8FT, M/L, TO THE TPOB. (10.60 AC, M/L) (SECTION 3-1N-R69W)
BOULDER COUNTY

Lienholder:

Boulder County Parks & Open Space

By: Janis Whisman
Janis Whisman, Real Estate Division Manager
Boulder County

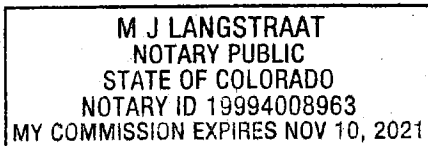
Date: 4/11/18

STATE OF COLORADO)
) ss
County of Boulder)

The foregoing instrument was acknowledged before me this 11th day of April, 2018, by Janis Whisman, Real Estate Division Manager, Boulder County.

Witness my hand and Seal.

My commission expires: 11-10-21



M J Langstraat
Notary Public

Signatures of Lienholder

BEG AT NE COR OF THE SE1/4; TH N88 32'W 2654.6FT ALG N LN OF SE1/4 TO CEN OF HWY #287; TH S00 13'W 547.38FT ALG CEN OF SD HWY #287 TO THE TPOB; TH S00 13'W 273.12FT ALG CEN OF SD HWY #287; TH E 1634.8FT; TH N56 47'E 38.1FT TO A PT ON W BK OF THE LEGGETT D; TH E 10FT TO CEN OF SD LEGGETT D; TH N37 14'W 143.5FT ALG CEN OF SD D; TH N06 28'E 138.80FT ALG CEN OF SD D LEAVING SD D AT THIS PT; TH W 1578.6FT, M/L, TO THE TPOB. (10 AC, M/L) (SECTION 3-1N-R69W)
BOULDER COUNTY

Lienholder:

Boulder County Parks & Open Space

By: Janis Whisman
Janis Whisman, Real Estate Division Manager
Boulder County

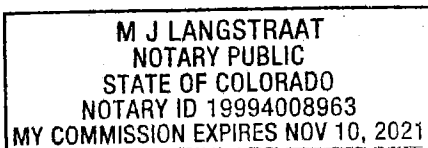
Date: 4/11/18


STATE OF COLORADO)
) ss
County of Boulder)

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Witness my hand and Seal.

My commission expires: 11-10-21




Notary Public

Signatures of Lienholder

POR OF THE SE1/4 DESC AS FOL: BEG AT THE NE COR OF THE SE1/4; TH N88 32'W 205.6FT ALG N LN OF SE1/4 TO THE TPOB; TH N88 32'W ALG N LN OF SE1/4 2449FT TO CEN OF HWY #287; TH S00 13'W 547.38FT ALG APPROX CEN OF SD HWY #287; TH E 1578.6FT TO THE CEN OF THE LEGGETT D; TH ALG THE APPROX CEN OF SD D BY THE FOL COURSES: N06 28'E 33.4FT; TH N36 58'E 469FT; TH N86 32'E 145.8FT; TH S82 19'E 205FT; TH N68 40'E 103.2FT; TH N54 15'E 141.3FT, M/L, TO TPOB. (SECTION 3-1N-R69W)
BOULDER COUNTY

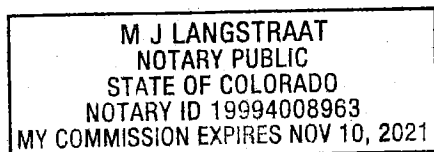
Boulder County Parks & Open Space

Date: 4/11/18

STATE OF COLORADO)
) ss
County of Boulder)

The foregoing instrument was acknowledged before me this 11th day of April, 2018, by Janis Whisman, Real Estate Division Manager, Boulder County.

My commission expires: 11-10-21



Notary Public

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
(Corporate Form)

Applicant, **County of Boulder**, a Body Corporate & Politic, organized in the State of **Colorado**, and authorized to do business in the State of Colorado, hereby applies to Northern Colorado Water Conservancy District (Northern Water), a political subdivision of the State of Colorado, organized and existing by virtue of Article 45, Title 37, Colorado Revised Statutes, 1973 for an allotment contract for beneficial use of water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **two** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-thousandth ($1/310,000$) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1.

If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

P.O. Box 471 Boulder, Colorado 80306

If payment is not made within ten (10) days after the date of said written notice, Applicant shall have no further right, title, or interest under this contract; and the allotment of water, as herein made, shall be transferred, leased, or otherwise disposed of at the discretion of the Board of Northern Water.

5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure

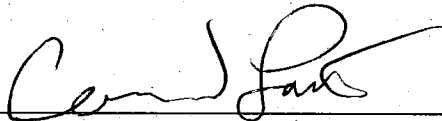
to the benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.

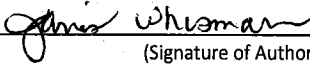
7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Northern Water; and by the Repayment Contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

COUNTY OF BOULDER

(Name of Applicant)

ATTEST:


Assistant County Attorney
(Title)

By: 
(Signature of Authorized Officer)

Land Officer / Real Estate Division Manager
(Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for **two** acre-feet of water is hereby made to **County of Boulder** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A. D. _____.

ATTEST: _____
Secretary

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
 For
WATER ALLOTMENT CONTRACT
 (Corporate Form)

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1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **two** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
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If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

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5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure

to the benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.

7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Northern Water; and by the Repayment Contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

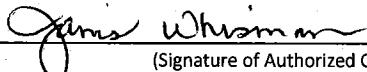
COUNTY OF BOULDER

(Name of Applicant)

ATTEST:



Assistant County Attorney
(Title)

By: 
(Signature of Authorized Officer)

Land Officer / Real Estate Division Manager
(Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for **two** acre-feet of water is hereby made to **County of Boulder** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A. D. _____.

ATTEST: _____
Secretary

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
(Corporate Form)

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1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **four** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
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5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
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to the benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.

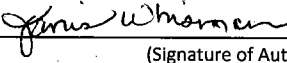
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9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

COUNTY OF BOULDER

(Name of Applicant)

ATTEST:


Assistant County Attorney
(Title)

By: 
(Signature of Authorized Officer)
Land Officer/Real Estate Division Manager
(Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for **four** acre-feet of water is hereby made to **County of Boulder** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A. D. _____.

ATTEST: _____
Secretary

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
) ss.
County of Boulder)

With respect to the application of **Boulder County** to change or modify an existing Colorado-Big Thompson (C-BT) Project water allotment contract, or for a new C-BT water allotment contract, the following statements are **true and correct** [check box next to each statement]:

Statements 1 through 4 apply only if the water being transferred is to be used for irrigation purposes.

- ☒ 1. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have an existing base water supply that is owned or permanently controlled by the applicant.
- ☒ 2. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have a history of irrigation with a base water supply.
- ☒ 3. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and none of the base water supply associated with those lands, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the Northern Colorado Water Conservancy District (District) after February 14, 1997.
- ☒ 4. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used on those lands has been sold or permanently transferred for use on other lands or for other purposes after February 14, 1997.

Statements 5 and 6 apply only if the water being transferred is to be used for purposes other than irrigation.

- ☐ 5. The C-BT water is intended to be used for non-irrigation purposes and none of the historic base water supply of the applicant, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the District after February 14, 1997.
- ☐ 6. The C-BT water is intended to be used for non-irrigation purposes and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used by the applicant has been sold or permanently transferred for other purposes after February 14, 1997.

For purposes of the above statements, base water supply is defined as any permanent water supply other than water supplies yielded from the C-BT Project.

Janis Whisman
Janis Whisman, Real Estate Division Manager

NOTE: Signatures must be acknowledged in space provided below.

Subscribed and sworn to before me by Janis Whisman, Real Estate Division Manager, Boulder
County on April 11, 2018.

My commission expires: 11-10-21

M J LANGSTRAAT
NOTARY PUBLIC
STATE OF COLORADO
(Seal) NOTARY ID 19994008963
MY COMMISSION EXPIRES NOV 10, 2021

M J Langstraat
Notary Public

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
) ss.
County of Boulder)

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- ☐ 5. The C-BT water is intended to be used for non-irrigation purposes and none of the historic base water supply of the applicant, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the District after February 14, 1997.
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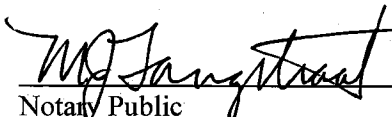

Janis Whisman, Real Estate Division Manager

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Subscribed and sworn to before me by Janis Whisman, Real Estate Division Manager, Boulder
County on April 11, 2018.

My commission expires: 11-10-21

M J LANGSTRAAT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994008963
MY COMMISSION EXPIRES NOV 10, 2021


Notary Public

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
) ss.
County of Boulder)

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Janis Whisman
Janis Whisman, Real Estate Division Manager

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County on April 11, 2018.

My commission expires: 11-10-21

M J LANGSTRAAT
(Seal) NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994008963
MY COMMISSION EXPIRES NOV 10, 2021

MJ Langstraat
Notary Public

No. 1311

- 35 - Class A Shares
- 35 - Class B Shares
- 35 - Class C Shares

INCORPORATED UNDER THE LAWS OF COLORADO

The Boulder and White Rock Ditch and Reservoir Company

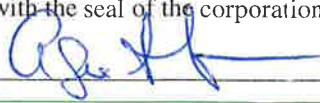
This Certifies, That - County of Boulder, a body corporate and politic -
is the owner of - 35 - Class A Shares
- 35 - Class B Shares
- 35 - Class C Shares } in the Capital Stock of The Boulder and White

Rock Ditch and Reservoir Company transferable upon the surrender of this certificate properly endorsed.

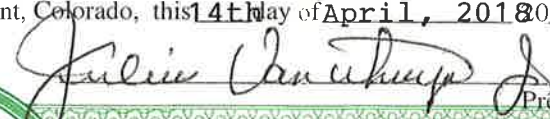
Plans of augmentation, changes in nature of use, time of use, return flow patterns, purpose of use or changes in point of diversion or other extended uses or changes in the water rights appertaining to these shares are subject to the reasonable approval of the board of directors, as provided in the bylaws of the Company.

The Company has a first lien on all shares for payment of any indebtedness due the Company by the stockholder and this stock and all rights thereunder shall not be transferred until such indebtedness shall be paid.

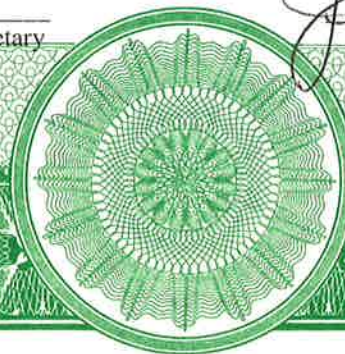
IN WITNESS WHEREOF, The said corporation has caused this certificate to be signed by its duly authorized officers and to the sealed with the seal of the corporation at the company's office in Longmont, Colorado, this 14th day of April, 2018.



Secretary



President





Certificate

FOR

35 Shares A, B,
and C

ISSUED TO

- County of Boulder, a
body corporate and
politic -

DATED

April 14, 2018

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
(Corporate Form)

Applicant, **County of Boulder**, a Body Corporate & Politic, organized in the State of **Colorado**, and authorized to do business in the State of Colorado, hereby applies to Northern Colorado Water Conservancy District (Northern Water), a political subdivision of the State of Colorado, organized and existing by virtue of Article 45, Title 37, Colorado Revised Statutes, 1973 for an allotment contract for beneficial use of water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **two** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1.

If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

P.O. Box 471 Boulder, Colorado 80306

If payment is not made within ten (10) days after the date of said written notice, Applicant shall have no further right, title, or interest under this contract; and the allotment of water, as herein made, shall be transferred, leased, or otherwise disposed of at the discretion of the Board of Northern Water.

5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure


to the benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.


7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Northern Water; and by the Repayment Contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

COUNTY OF BOULDER

(Name of Applicant)

ATTEST:


Assistant County Attorney
(Title)

By: 
(Signature of Authorized Officer)
Land Officer / Real Estate Division Manager
(Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for **two** acre-feet of water is hereby made to **County of Boulder** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By 
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the 10th day of May, A. D. 2018.

ATTEST: 
ACTING Secretary

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
(Corporate Form)

Applicant, **County of Boulder**, a Body Corporate & Politic, organized in the State of **Colorado**, and authorized to do business in the State of Colorado, hereby applies to Northern Colorado Water Conservancy District (Northern Water), a political subdivision of the State of Colorado, organized and existing by virtue of Article 45, Title 37, Colorado Revised Statutes, 1973 for an allotment contract for beneficial use of water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **two** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1.

If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

P.O. Box 471 Boulder, Colorado 80306

If payment is not made within ten (10) days after the date of said written notice, Applicant shall have no further right, title, or interest under this contract; and the allotment of water, as herein made, shall be transferred, leased, or otherwise disposed of at the discretion of the Board of Northern Water.

5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure


to the benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.


7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Northern Water; and by the Repayment Contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
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9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

COUNTY OF BOULDER

(Name of Applicant)

ATTEST:


Assistant County Attorney
(Title)

By: 
(Signature of Authorized Officer)
Land Officer / Real Estate Division Manager
(Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for **two** acre-feet of water is hereby made to **County of Boulder** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By 
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the 10th day of MAY, A. D. 2018.

ATTEST: 
Acting Secretary

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
(Corporate Form)

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1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **four** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
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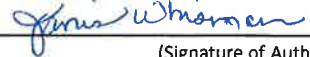
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COUNTY OF BOULDER

(Name of Applicant)

ATTEST:


Assistant County Attorney
(Title)

By: 
(Signature of Authorized Officer)
Land Officer/Real Estate Division Manager
(Title)

SEAL

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NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By 
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the 10TH day of MAY, A. D. 2018.

ATTEST: 
ACTINO Secretary



TITLE DEPARTMENT – DELIVERY TRANSMITTAL
7251 West 20th Street, Building L, Suite 100
Greeley, CO 80634
(970) 330-4522 Fax: (866) 828-0844

The County of Boulder, a body corporate and politic

5201 St Vrain Road
Longmont, CO 80503

File Number: 459-H0528359-043-DC5

Property Address: 5762 N 107th St., Longmont, CO 80504-8427

Policy Number: CO-FFAH-IMP-81306-1-18-H0528359

Dear New Property Owner:

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

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

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

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

Sincerely,

Heritage Title Company, Inc.

Rainbow Nursery Fee
OK mj Jangstread 4-26-18



TITLE DEPARTMENT – DELIVERY TRANSMITTAL
7251 West 20th Street, Building L, Suite 100
Greeley, CO 80634
(970) 330-4522 Fax: (866) 828-0844

[The County of Boulder, a body corporate and politic](#)
5201 St Vrain Road
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A permanent record of your recorded title documents is accessible through our office. These records will enable prompt processing of future title orders and save valuable time should you wish to sell or obtain a loan on your property. Visit or call our office and simply give us your personal policy file number when you need assistance.

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

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

Sincerely,

Heritage Title Company, Inc.





OWNER'S POLICY OF TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

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

COVERED RISKS

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

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

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

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

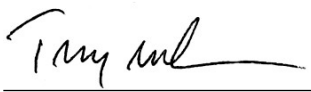
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise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

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

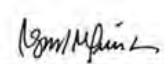

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Commonwealth Land Title Insurance Company

Countersigned:

By: 
Authorized Officer or Agent



By: 
Randy Quirk, President
Attest: 
Michael Gravelle, Secretary

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

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

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

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

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

(i) The term "Insured" also includes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

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

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

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

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

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

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

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

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

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

(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

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

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

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

14. ARBITRATION

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

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

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

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

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

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

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

18. NOTICES, WHERE SENT

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

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

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

C. R. S. A. § 10-1-128 (6)(a).



Commonwealth Land Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company: **Heritage Title Company, Inc.
4909 Pearl East Circle, Suite 100
Boulder, CO 80301**

Policy No.: **CO-FFAH-IMP-81306-1-18-H0528359**

Order No.: **H0528359-043-DC5**

Address Reference: **5762 N 107th St., Longmont, CO 80504-8427**

Amount of Insurance: **\$985,000.00**

Date of Policy: **April 23, 2018 at 03:05 PM**

1. Name of Insured:

[The County of Boulder, a body corporate and politic](#)
2. The estate or interest in the Land that is insured by this policy is:

A Fee Simple
3. Title is vested in:

[The County of Boulder, a body corporate and politic](#)
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:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast Quarter of said Section 3, North 88°33'25" West 205.60 feet to the True Point of Beginning; thence continuing along said North line, North 88°33'25" West, 2448.41 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 566.32 feet; thence North 90°00' East 1605.04 feet; thence along the approximate center of the Leggett Ditch the following 6 courses and distances: North 6°28' East, 28.77 feet; North 36°58' East 469 feet; North 86°32' East 145.80 feet; South 82°19' East 205 feet; North 68°40' East 103.20 feet; North 54°17'40" feet 141.17 feet to the True Point of Beginning.

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder, State of Colorado.

Parcel 2:

That portion of the Southeast Quarter of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows:

Considering the North line of the Southeast Quarter of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East 1/4 corner of said Section 3, North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway No. 287 South 00°13' West 566.32 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 269.68 feet; thence North 90°00' East 1647.02 feet; thence North 56°47' East 23.56 feet; thence North 90°00' East 10 feet; thence along the approximate center of the Leggett Ditch the following courses and distances: North 37°14' West 143.50 feet; North 6°20' East 143.43 feet; thence North 90°00' West 1605.04 feet to the True Point of Beginning,

Except that portion as conveyed to the Department of Highways in deed recorded August 30, 1990 as Reception No. 01061409,

County of Boulder, State of Colorado.

Parcel 3:

A parcel of land located within the Southeast 1/4 of Section 3, Township 1 North, Range 69 West of the 6th P.M., more particularly described as follows: Considering the North line of the Southeast 1/4 of said Section 3 as bearing North 88°33'25" West and with all bearings contained herein relative thereto: Commencing at the East Quarter Corner of said Section 3; thence along the North line of the Southeast 1/4 of said Section 3; North 88°33'25" West 2654.01 feet; thence along the approximate center of U.S. Highway #287, South 00°13' West 836 feet to the True Point of Beginning; thence continuing along said approximate center South 00°13' West 304.06 feet; thence along the approximate center of a waste ditch the following 3 courses and distances: South 89°26' East 1143.70 feet; North

EXHIBIT A
Legal Description (Continued)

59°25' East 273 feet; North 56°47' East 322.14 feet; thence North 90°00' West 1647.02 feet to the True Point of Beginning,

Except that portion lying within U.S. Highway #287 and also Except that tract of land conveyed to the State Department of Highways by deed recorded August 3, 1990 as [Reception No. 01056253](#),

County of Boulder, State of Colorado.

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 2018 and subsequent years, a lien but not yet due or payable.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Macy Farms, Inc.
Purpose: Waste water
Recording Date: February 8, 1965
Recording No: [776763.](#)
Affects: Parcels 2 and 3

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: December 14, 1979
Recording No: [374885.](#)
Affects: Parcel 1

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: February 29, 1980
Recording No: [385655.](#)
Affects: Parcel 3

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: February 29, 1980
Recording No: [385656.](#)
Affects: Parcel 2

SCHEDULE B
(Continued)

7. Reservations and exceptions as contained Warranty Deed recorded March 14, 1984 at [Reception No. 608817](#). (affects Parcel 1)
8. Reservations and exceptions as contained Warranty Deed recorded September 28, 1984 at [Reception No. 649110](#). (affects Parcel 3)
9. Reservations and exceptions as contained in Warranty Deed recorded November 23, 1987 at [Reception No. 890173](#). (affects Parcel 2)
10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: August 3, 1990
Recording No: [1056254](#).
Affects: Parcel 3
11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: The American Lutheran Church
Purpose: Irrigation
Recording Date: August 30, 1990
Recording No: [01061410](#).
Affects: Parcels 1 and 2
12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Panhandle Eastern Pipe Line Company
Purpose: Pipe line
Recording Date: August 30, 1990
Recording No: [01061411](#).
Affects: Parcels 1 and 2
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities
Recording Date: August 30, 1990
Recording No: [01061412](#).
Affects: Parcel 2
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities

81306B (6/06)

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

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SCHEDULE B
(Continued)

Recording Date: August 30, 1990
Recording No: [01061413.](#)
Affects: Parcel 1

15. Terms, conditions, provisions, agreements and obligations contained in the Purchase Agreement as set forth below:

Recording Date: October 14, 1994
Recording No.: [01470678](#)
Affects: Parcels 1, 2 and 3

16. Terms, conditions, provisions, agreements and obligations contained in the Deed of Conservation Easement In Gross as set forth below:

Recording Date: December 19, 1994
Recording No.: [01485777.](#)
Affects: Parcels 1, 2 and 3

17. Terms, conditions, provisions, agreements and obligations contained in the Notice of Property Restrictions as set forth below:

Recording Date: February 8, 1995
Recording No.: [01497087.](#)
Affects: Parcels 1, 2 and 3

18. Undivided full interest in all oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: Jeffrey J. Buffo
Recording Date: January 5, 2001
Recording No.: [2108512.](#)
Affects: Parcel 3

19. Bargain and Sale Deed for water rights recorded November 26, 2013 at [Reception Number 03354611.](#) (affects Parcels 1, 2 and 3)

20. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: April 15, 2014
Recording No.: [03375206.](#)
Affects: Parcels 2 and 3

21. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

SCHEDULE B
(Continued)

Recording Date: April 15, 2014
Recording No.: [03375207.](#)
Affects: Parcels 2 and 3

22. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: April 15, 2014
Recording No.: [03375208.](#)
Affects: Parcel 1

23. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: February 12, 2016
Recording No.: [03500985.](#)
Affects: Parcel 2

24. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: February 12, 2016
Recording No.: [03500986.](#)
Affects: Parcel 3

25. Terms, conditions, provisions, agreements and obligations contained in the Application for Approval of Assignment of Class D Allotment Contract as set forth below:

Recording Date: February 12, 2016
Recording No.: [03500987.](#)
Affects: Parcel 1

26. Amended Request for Notification of Application for Development recorded November 1, 2016 at [Reception Number 3554502.](#)

27. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

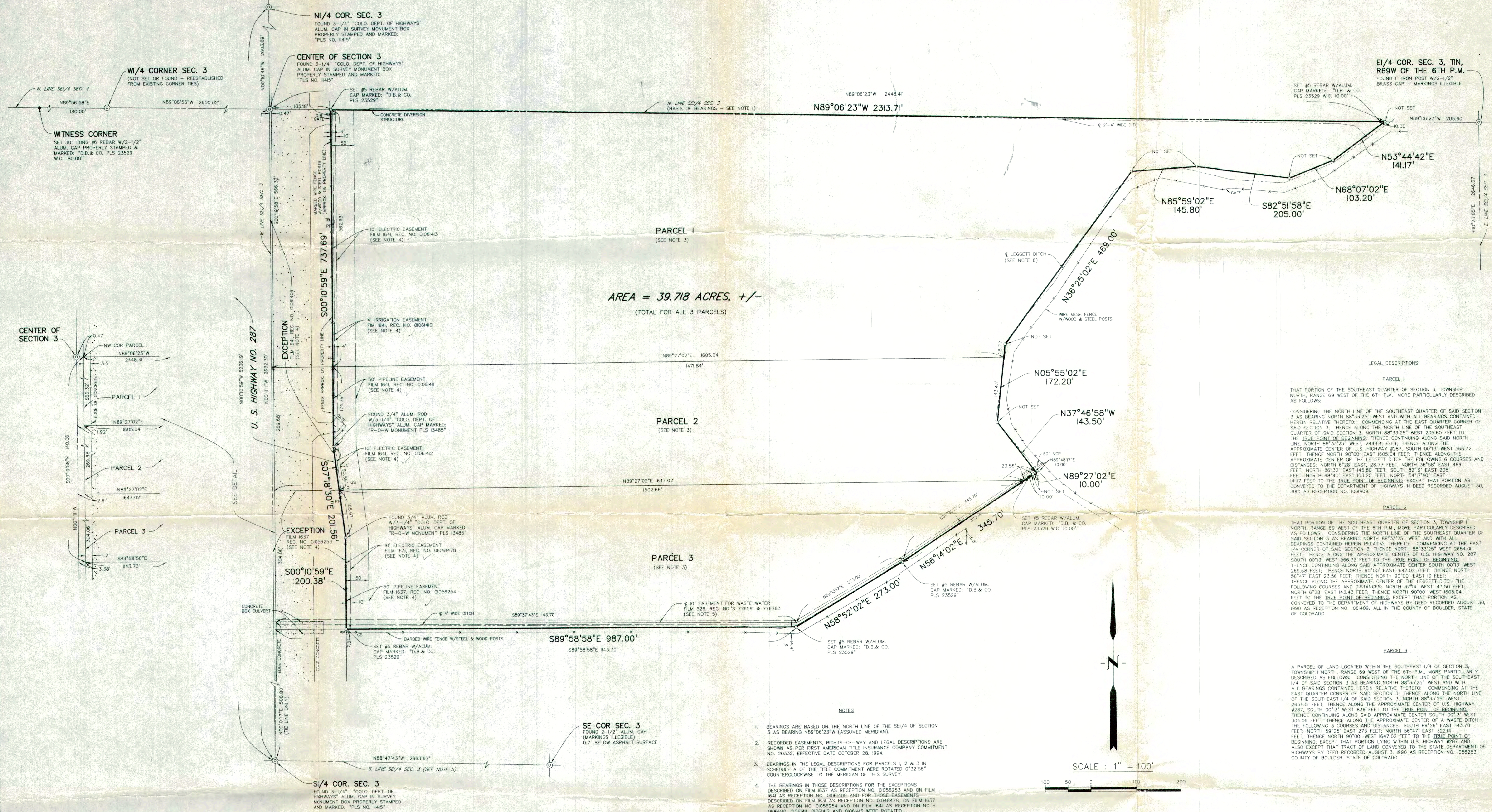
Granted to: Union Rural Electric Association, Inc. dba United Power, Inc.
Purpose: Electric facilities
Recording Date: June 21, 1990
Recording No.: [01048478.](#)
Affects: Parcel 3

28. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

SCHEDULE B
(Continued)

Job No.: [15-11-457](#)
Dated: November 23, 2015
Prepared by: Colorado ILC Services
Matters shown: A possible 4 foot easement along the westerly property line and a possible 3 foot easement along the east property line as shown. Note: The survey refers to [Reception No. 01056253](#) which does not grant any easements.

29. Any question, dispute or adverse claims as to any loss or gain of land as a result of any change in the river bed location by other than natural causes, or alteration through accretion, reliction, erosion or avulsion of the center thread bank, channel or flow of waters in the Leggett Ditch lying within subject land, and any question as to the location of such center thread, bed, bank or channel as a legal monument or marker for purposes of describing or locating subject land. (affects Parcels 1, 2 and 3)



LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 AS BEARING NORTH 88°33'25" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, NORTH 88°33'25" WEST 205.60 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 88°33'25" WEST 2448.41 FEET; THENCE ALONG THE APPROXIMATE CENTER OF U.S. HIGHWAY #287, SOUTH 00°13' WEST 566.32 FEET; THENCE NORTH 90°00' EAST 1605.04 FEET; THENCE ALONG THE APPROXIMATE CENTER OF THE LEGGETT DITCH THE FOLLOWING 6 COURSES AND DISTANCES: NORTH 6°28' EAST 28.77 FEET, NORTH 36°58' EAST 469 FEET, NORTH 86°32' EAST 145.80 FEET, SOUTH 82°19' EAST 205 FEET, NORTH 68°40' EAST 103.20 FEET, NORTH 54°17'40" EAST 141.17 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS BY DEED RECORDED AUGUST 30, 1990 AS RECEPTION NO. 1061409.

PARCEL 2

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 AS BEARING NORTH 88°33'25" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, NORTH 88°33'25" WEST 205.60 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID APPROXIMATE CENTER SOUTH 00°13' WEST 566.32 FEET; THENCE NORTH 90°00' WEST 1647.02 FEET; THENCE NORTH 86°47' EAST 23.56 FEET; THENCE NORTH 90°00' EAST 10 FEET; THENCE ALONG THE APPROXIMATE CENTER OF THE LEGGETT DITCH THE FOLLOWING COURSES AND DISTANCES: NORTH 37°14' WEST 143.50 FEET; THENCE NORTH 6°28' EAST 143.43 FEET; THENCE NORTH 90°00' WEST 1605.04 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION AS CONVEYED TO THE DEPARTMENT OF HIGHWAYS BY DEED RECORDED AUGUST 30, 1990 AS RECEPTION NO. 1061409, ALL IN THE COUNTY OF BOULDER, STATE OF COLORADO.

PARCEL 3

A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3 AS BEARING NORTH 88°33'25" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 3, THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, NORTH 88°33'25" WEST 205.60 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID APPROXIMATE CENTER SOUTH 00°13' WEST 566.32 FEET; THENCE NORTH 90°00' WEST 1647.02 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION LYING WITHIN U.S. HIGHWAY #287 AND ALSO EXCEPT THAT TRACT OF LAND CONVEYED TO THE STATE DEPARTMENT OF HIGHWAYS BY DEED RECORDED AUGUST 3, 1990 AS RECEPTION NO. 1056253, COUNTY OF BOULDER, STATE OF COLORADO.

- NOTES
1. BEARINGS ARE BASED ON THE NORTH LINE OF THE SE1/4 OF SECTION 3 AS BEARING N89°06'23"W (ASSUMED MERIDIAN).
 2. RECORDED EASEMENTS, RIGHTS-OF-WAY AND LEGAL DESCRIPTIONS ARE SHOWN AS PER FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 203352, EFFECTIVE DATE OCTOBER 28, 1994.
 3. BEARINGS IN THE LEGAL DESCRIPTIONS FOR PARCELS 1, 2 & 3 IN SCHEDULE A OF THE TITLE COMMITMENT WERE ROTATED 0°32'58" COUNTERCLOCKWISE TO THE MERIDIAN OF THIS SURVEY.
 4. THE BEARINGS IN THOSE DESCRIPTIONS FOR THE EXCEPTIONS DESCRIBED ON FILM 1637 AS RECEPTION NO. 0056253 AND ON FILM 1641 AS RECEPTION NO. 0086408 AND FOR THOSE EASEMENTS DESCRIBED ON FILM 1631 AS RECEPTION NO. 0048478, ON FILM 1637 AS RECEPTION NO. 0056254 AND ON FILM 1641 AS RECEPTION NO. 0086410, 0086412 AND 0086413 WERE ROTATED 0°30'35" CLOCKWISE TO THE MERIDIAN OF THIS SURVEY. ALSO, THE LEGAL DESCRIPTIONS IN THE INSTRUMENTS ARE AMBIGUOUS IN THAT THE TIES TO THE PROPERTY LINES IN THESE INSTRUMENTS DO NOT AGREE WITH THE TIES TO THE SE1/4 CORNER OF SECTION 3 AND TO THE NORTH-SOUTH CENTERLINE OF SECTION 3. FOR THE PURPOSE OF THIS SURVEY THE LOCATION OF THE PARCELS DESCRIBED IN THESE INSTRUMENTS WERE HELD RELATIVE TO THE TIES TO THE SE1/4 CORNER AND NORTH-SOUTH CENTERLINE AND ELONGATED OR SHORTENED TO ABUT THE NORTH AND SOUTH PARCEL LINES.
 5. THE BEARINGS IN THE LEGAL DESCRIPTION FOR THAT EASEMENT DESCRIBED ON FILM 526 AS RECEPTION NO. 77659 AND 776763 WERE ROTATED 0°14'43" COUNTERCLOCKWISE TO THE MERIDIAN OF THIS SURVEY, BASED UPON THE INITIAL CALL OF N88°36'W, WHICH WAS ASSUMED TO MEAN ALONG THE SOUTH LINE OF THE SE1/4 OF SECTION 3.
 6. PROPERTY CORNERS ALONG THE LEGGETT DITCH WERE NOT SET AS PER THE REQUEST OF THE CLIENT.
 7. THESE PARCELS ARE SUBJECT TO OIL AND GAS LEASES AS DESCRIBED IN INSTRUMENTS RECORDED ON FILM 958 AS RECEPTION NO. 217039 (PARCEL 1), ON FILM 957 AS RECEPTION NO. 28656 (PARCEL 2) AND ON FILM 100 AS RECEPTION NO. 279356 (PARCEL 3).
 8. PARCEL 1 IS SUBJECT TO A NON-EXCLUSIVE 4 FOOT EASEMENT ACROSS THE WEST END OF THE PROPERTY AND A 3 FOOT EASEMENT ACROSS THE EAST END OF THE PROPERTY, THE EXACT POSITIONS OF THESE EASEMENTS NOT BEING DESCRIBED, AS RESERVED WARRANTY DEED RECORDED ON FILM 1294 AS RECEPTION NO. 60887.
 9. THAT EASEMENT DESCRIBED ON FILM 682 AS RECEPTION NO. 928245 LIES ENTIRELY WITHIN THOSE PARCELS CONVEYED TO THE DEPARTMENT OF HIGHWAYS AS DESCRIBED IN DEEDS RECORDED ON FILM 1637 AS RECEPTION NO. 0056253 AND ON FILM 1641 AS RECEPTION NO. 0086409.

LEGEND

GS GAS PIPELINE WARNING SIGN
PP POWER POLE
TB TELEPHONE BOX
VCP VITRIFIED CLAY PIPE

IN ACCORDANCE WITH CRS 13-80-105, SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LAND SURVEY PLAT REFLECTS THE RESULTS OF A SURVEY MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISING AND PARTICIPATING IN ACCORDANCE WITH THE REQUIREMENTS OF COLORADO REV. STAT. ET SEQ., C.R.S., AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM K. WRIGHT
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 217039
DATE: 12/2/94

LAND SURVEY PLAT OF TRACTS OF LAND LOCATED IN THE SE1/4 OF SECTION 3, T1N, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO FOR: THE COUNTY OF BOULDER

IN ACCORDANCE WITH CRS 13-80-105, 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 ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.			
Drexel Barrell Engineers/Surveyors Incorporated			
4840 Pearl East Cr. #114 740 Wenden Rd. #108		Boulder, CO 80501 Colorado Springs, Co. 80905	
(303) 442-4338		(719) 561-5151	
Revisions - Date	Date	Drawn By	Job No.
	12/2/94	SDS	5584
		Checked By	Drawing No.
		KA	B65-43
Scale: 1" = 100'			