Community & Economic Development Department adcogov.org



4430 South Adams County Parkway 1st Floor, Suite W2000B Brighton, CO 80601-8218

PHONE 720.523.6800

EMAIL epermitcenter@adcogov.org

Request for Comments

Case Name: Rehfeld Vacation

Case Number: VAC2024-00005

October 10, 2024

The Adams County Planning Commission is requesting comments on the following application: Roadway Vacation for portions of Race Street, East 162nd Avenue, and East 164th Avenue. This request is located at . The Assessor's Parcel Number is 0157302010001, 0157302010002, 0157302010003.

Applicant Information:

RICHARD DEAN 1842 MONTANE DRIVE EAST GOLDEN, CO 80401

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 11/06/2024 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to BMarin@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/current-land-use-cases.

Thank you for your review of this case.

Brayan Marin Planner III Community & Economic Development Department www.adcogov.org



4430 South, Adams County Parkway 1st Floor, Suite W2000 Brighton, CO 80601-8204 PHONE 720.523.6800 FAX 720.523.6998

DEVELOPMENT APPLICATION FORM

APPLICANT Name(s): Richard Dear Phone #: 303-619-4363 Address: 1842 Montane Drive East City, State, Zip: Golden Co 80401 2nd Phone #: H/A Email: RDean BStratus Companies Com COWNER Name(s): Stratus Amber Creek UC Phone #: 303-619-4363 Address: 1842 Montane Drive East City, State, Zip: Golden Co 80401 2nd Phone #: N/A Email: RDean BStratus Companies Com TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.) Name: Roger Hollard Phone #: 303-726-2147 Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127 2nd Phone #: N/A Email: Reffollard & gmail-Com	PROJECT NAME	E: REHFELD PROPERTY						
Address: 1842 Montane Drive East City, State, Zip: Golden Co 8040 2nd Phone #: N/A Email: R Dean O Stratus Companies Con Con Con Con Con Con Con Con Con Con Con	APPLICANT							
City, State, Zip: Golden Co 80401 2nd Phone #: N/A Email: R Dean B Stratus Companies OWNER Name(s): Stratus Amber Creek HC Phone #: 303-619-4363 Address: /842 Montane Drive East City, State, Zip: Golden Co 80401 2nd Phone #: N/A Email: Epean B Stratus Companies . Com TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.) Name: Roger Hollard Phone #: 303-726-2147 Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127	Name(s):	Richard Dean Phone #: 303-619-4363						
2nd Phone #: N/A Email: RDean OStratus Companies OWNER Name(s): Stratus Amber Creek UC Phone #: 303-619-4363 Address: 1842 Montane Drive East City, State, Zip: Golden Co 80401 2nd Phone #: N/A Email: RDean OStratus Companies. Com TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.) Name: Roger Hollard Phone #: 303-726-2147 Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127	Address:	1842 Montane Drive East						
OWNER Name(s): Stratus Amber Creek UC Phone #: 303-619-4363 Address: 1842 Montane Drive East City, State, Zip: Golden Co 80401 2nd Phone #: N/A Email: Repease Stratus Companies. Com TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.) Name: Roger Hollard Phone #: 303-726-2147 Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127	City, State, Zip:	Golden Co 80401						
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Address: 1842 Montane Drive East	OWNER							
City, State, Zip: Golden Co 8040/ 2nd Phone #: N/A Email: Epean Stratus Companies. Con TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.) Name: Roger Hollard Phone #: 303-726-2147 Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127	Name(s):	Stratus Amber Creek UC Phone #: 303-619-4363						
2nd Phone #: N/A Email: Repear Stratus Companies. Com TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.) Name: Roger Hollard Phone #: 303-726-2147 Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127	Address:	1842 Montane Drive East						
TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.) Name: Roger Hollard Phone #: 303 - 726 - 2147 Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127	City, State, Zip:	Golden Co 80401						
Name: Roger Hollard Phone #: 303-726-2147 Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127	2nd Phone #:	N/A Email: RDean @ Stratus Companies. C	on					
Address: 4663 S. Fountain Circle City, State, Zip: Littleton Co 80127	TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)							
City, State, Zip: Littleton Co 80127	Name:	Roger Hollard Phone #: 303-726-2147						
	Address:	4663 S. Fountain Circle						
2nd Phone #: N/A Email: RGHollard @ gmail - Con	City, State, Zip:	Littleton CO 80127						
	2nd Phone #:	N/A Email: RGHollard @ gmail-Co	a					

DESCRIPTION OF SITE

V: 107.9	
Address:	16200 Highway 7
City, State, Zip:	Brighton Co 80602
Area (acres or square feet):	33.69 acres (total)
Tax Assessor Parcel Number	0157302010001,0157302010002,0151302010003,
Existing Zoning:	AG
Existing Land Use:	Farm/AG
Proposed Land Use:	Annex to Thornton For Residential & Commercial
Have you attende	d a Conceptual Review? YES NO
If Yes, please list	PRE#: N/A
under the authorit requirements, pro non-refundable. A	at I am making this application as owner of the above-described property or acting y of the owner (attached authorization, if not owner). I am familiar with all pertinent cedures, and fees of the County. I understand that the Application Review Fee is statements made on this form and additional application materials are true to owledge and belief.
Name:	Prichard Dean Date: 9/16/24
	Owner's Printed Name
Name:	(I)
	Owner's Signature

September 24, 2024

To:

Adams County Community & Economic Development Dept / Planning and Development 4430 S Adams County Parkway, 1st floor, suite W2000B Brighton CO 80601

epermitcenter@adcogov.org

Regarding: REHFELD PROPERTY 16200 Highway 7 Brighton CO 80602

Written Explanation – Narrative for Right-of-Way Vacation application and request affecting parcels: 0157302010001; 0157302010002; 0157302010003 and 0157302400004

Stratus Amber Creek LLC (Stratus) is the owner of 33.67 acres of land, generally referred to as 16200 Highway 7, Brighton CO 80602. Stratus intends to annex the property to the City of Thornton and have it zoned for residential and commercial uses in conformance with the City of Thornton comprehensive plan.

Prior to Stratus' ownership of the property, a 1973 plat of the "REHFELD SUBDIVISION" was recorded in the records of the Adams County Clerk and Recorders office at File 14, Map 104. That plat dedicated Tract D to Adams County for Right-of-Way purposes. The Rehfeld plat also dedicated certain easements for public utility and drainage. It is Stratus' desire to have those Right-of-Ways and easements vacated and the ownership of the land conveyed to Stratus.

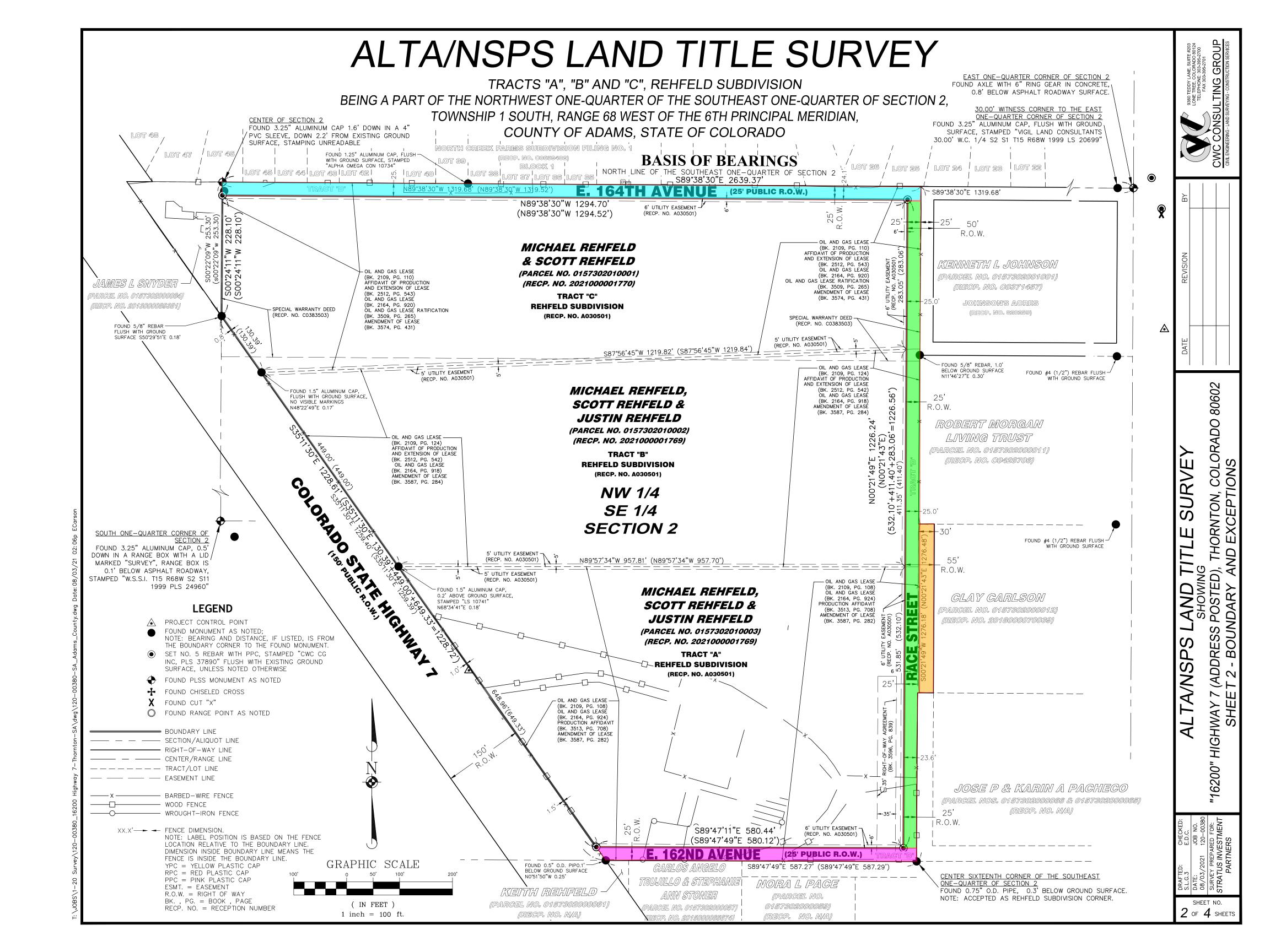
In addition, Stratus owns 5 acres immediately adjacent to the Rehfeld plat property, Parcel number 0157302400004. The Survey for that property indicates there is an existing 30' Right-of-Way adjacent to the west side of the property, however the title for that property doesn't specify how that Right-of-Way was established. Stratus is also requesting that portion of Right-of-Way be vacated and the ownership of the land conveyed to Stratus.

As stated, it is Stratus' desire to have those Right-of-Ways and easements vacated to facilitate reasonable platting of the property in Thornton.

The application has a requirement for a Vacation Plat. Given the intent to annex the property for platting into Thornton it is difficult to produce a document that aligns with the requirements stated on the form. Please advise regarding the best way to approach the Vacation Plat and what, if any, additional information is required.

Thank you

Roger Hollard Land Perspectives LLC For Stratus Amber Creek LLC



DESCRIPTION

A parcel of land in the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38'30"E a distance of 2639.37 Feet between the monuments listed below:

<u>CENTER OF SECTION 2</u> -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE, DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

<u>EAST ONE-QUARTER CORNER OF SECTION 2</u>- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

BEGINNING (P.O.B.) at the <u>CENTER OF SECTION 2</u>, Thence South 89°38'30" East along the North Line of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along the East Line of said Tract "D", a distance of 25.00 Feet to the Extension of the South Line of said Tract "D";

Thence North 89°38'30" West along the Extension of the South Line of said Tract "D", a distance of 25.00 Feet to the South Line of said Tract "D";

Thence continuing North 89°38'30" West along said South Line of said Tract "D", a distance of 1,294.70 Feet to the West Line of the Southeast One-Quarter of said Section 2;

Thence North 0°24'11" East along said West Line of the Southeast One-Quarter of said Section 2, a distance of 25.00 Feet to the **POINT OF BEGINNING (P.O.B.)**.

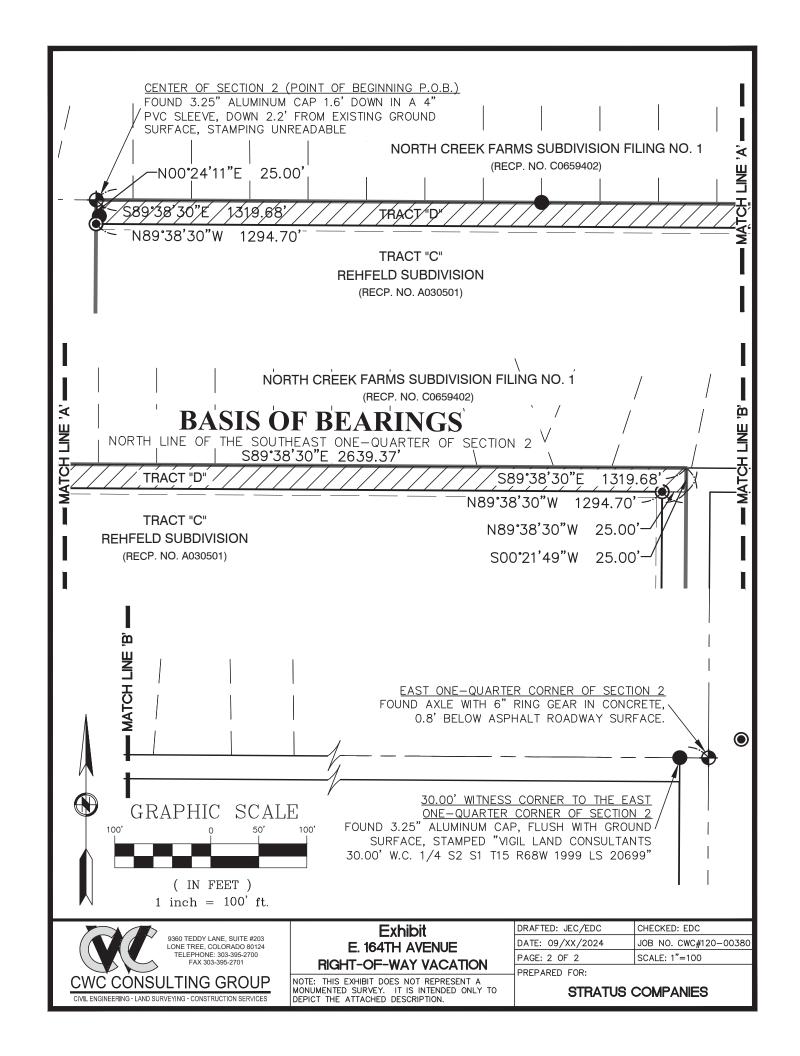
The above-described parcel description contains 32,992 Square Feet (0.757 Acres), more or less.

I hereby certify that the above parcel description was prepared under my direct supervision.



Eric D. Carson, PLS

Prepared For and on Behalf of CWC Consulting Group Inc. 9360 Teddy Lane, Suite #203 Lone Tree, Colorado 80124 Phone: (303) 395-2700



DESCRIPTION

A parcel of land in the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38'30"E a distance of 2639.37 Feet between the monuments listed below:

CENTER OF SECTION 2 -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE, DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

EAST ONE-QUARTER CORNER OF SECTION 2- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

COMMENCING (P.O.C.) at the CENTER OF SECTION 2, Thence South 89°38'30" East along the North Line of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along the East Line of said Tract "D", a distance of 25.00 Feet to the Extension of the South Line of said Tract "D" and the **POINT OF BEGINNING (P.O.B.)**;

Thence continuing South 0°21'49" West along said East Line of Tract "D" also being the East Line of the Northwest One-Quarter of the Southeast One-Quarter of Section 2, a distance of 1,226.18 Feet to the Extension of the Northerly Line of Tract "D";

Thence North 89°47'11" West along the Extension of the Northerly Line of said Tract "D", a distance of 25.00 Feet to the West Line of Tract "D";

Thence North 0°21'49" East along said West Line of Tract "D", a distance of 1,226.24 Feet;

Thence South 89°38'30" East along the Extension of the South Line of said Tract "D", a distance of 25.00 Feet to the POINT OF BEGINNING (P.O.B.).

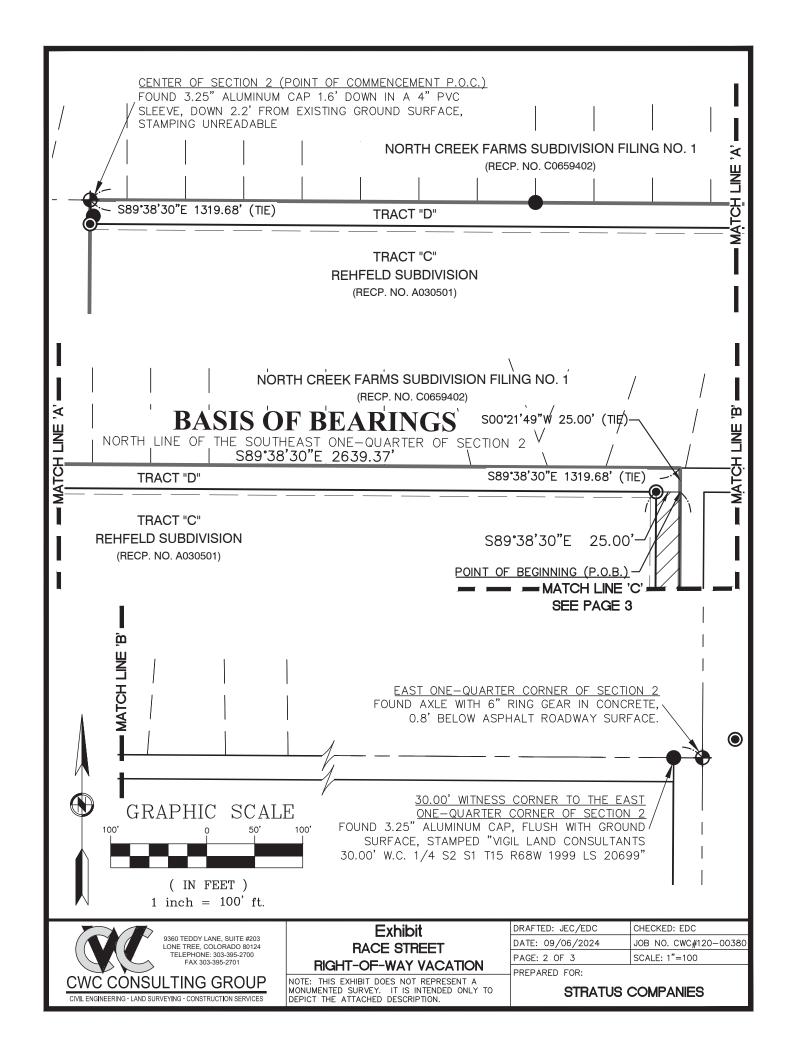
The above-described parcel description contains 30,655 Square Feet (0.704 Acres), more or less.

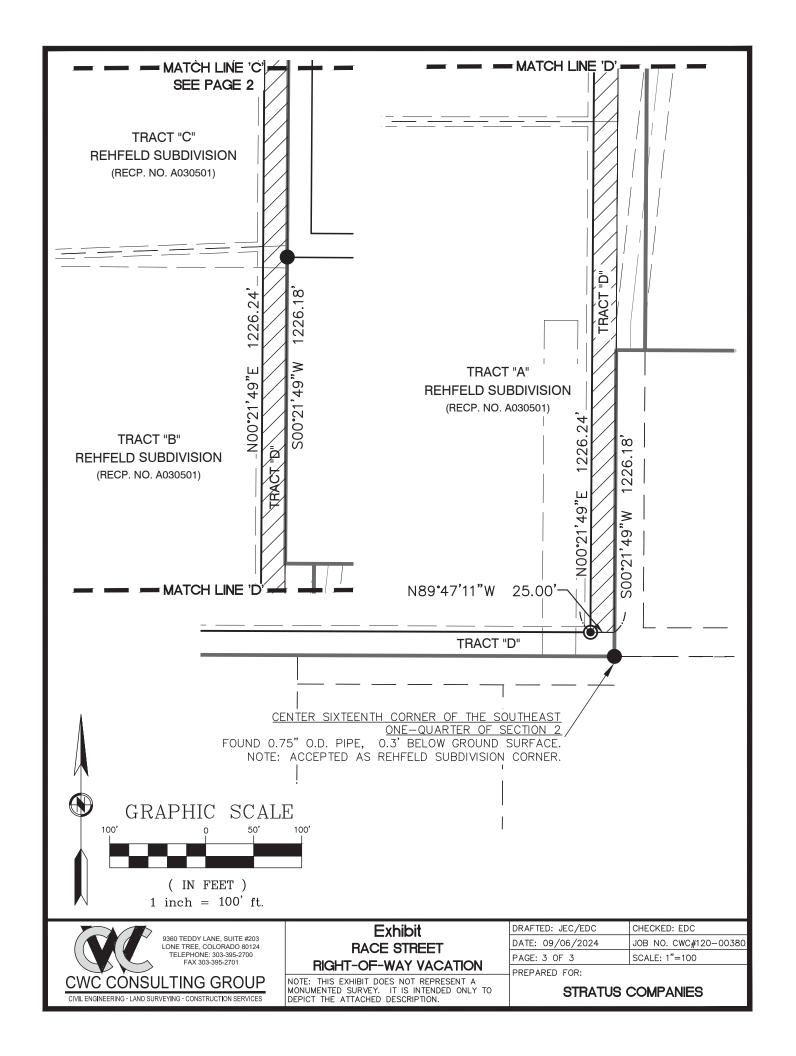
I hereby certify that the above parcel description was prepared under my direct supervision.



Eric D. Carson, PLS

Prepared For and on Behalf of CWC Consulting Group Inc. 9360 Teddy Lane, Suite #203 Lone Tree, Colorado 80124 Phone: (303) 395-2700





DESCRIPTION

A parcel of land in the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38'30"E a distance of 2639.37 Feet between the monuments listed below:

<u>CENTER OF SECTION 2</u> -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE, DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

<u>EAST ONE-QUARTER CORNER OF SECTION 2</u>- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

COMMENCING (P.O.C.) at the <u>CENTER OF SECTION 2</u>, Thence South 89°38'30" East along the North Line of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along the East Line of said Tract "D", a distance of 1,276.18 Feet to the <u>CENTER SIXTEENTH CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2</u> and the **POINT OF BEGINNING (P.O.B.)**;

Thence North 89°47'11" West along the South Line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 2 also being the South Line of said Tract "D", a distance of 587.60 Feet to the Westerly Line of Tract "D";

Thence North 35°11'30" West along said Westerly Line of Tract "D", a distance of 30.67 Feet to the Northerly Line of Tract "D";

Thence South 89°47'11" East along said Northerly Line of Tract "D", a distance of 580.44 Feet:

Thence continuing South 89°47'11" East along the Extension of the Northerly Line of Tract "D", a distance of 25.00 feet to the said East Line of Tract "D";

Thence South 0°21'49" West along said East Line of Tract "D", a distance of 25.00 Feet to the **POINT OF BEGINNING (P.O.B.)**.

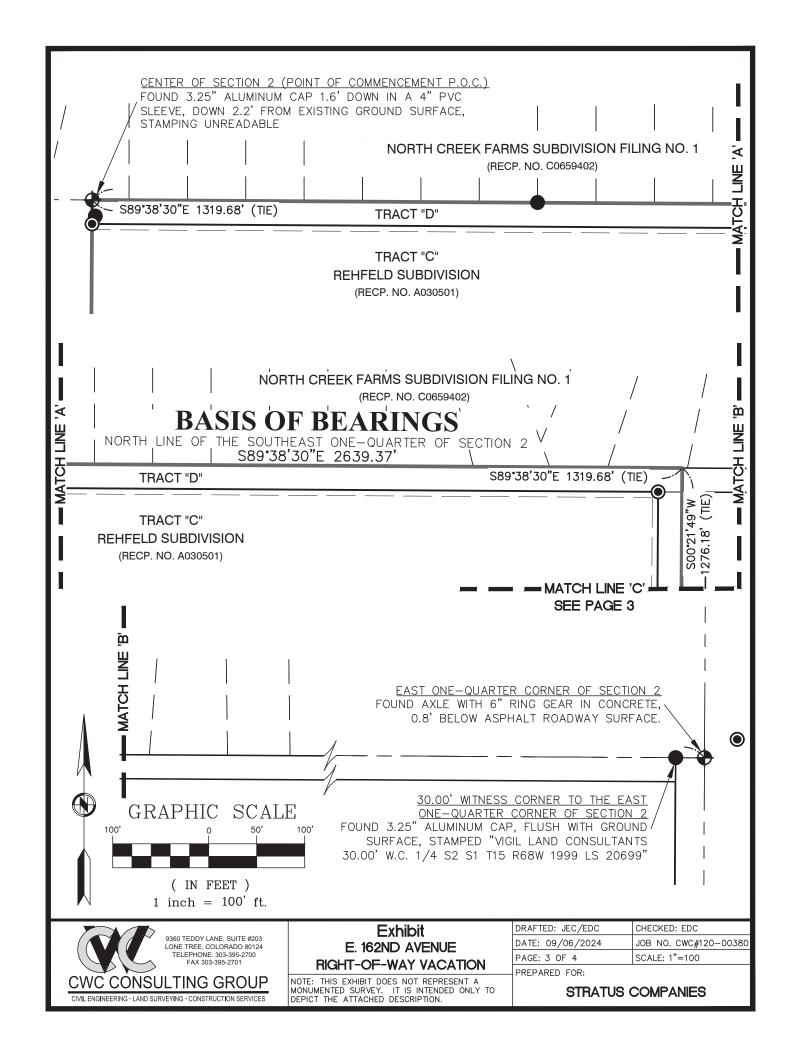
The above-described parcel description contains 14,913 Square Feet (0.342 Acres), more or less.

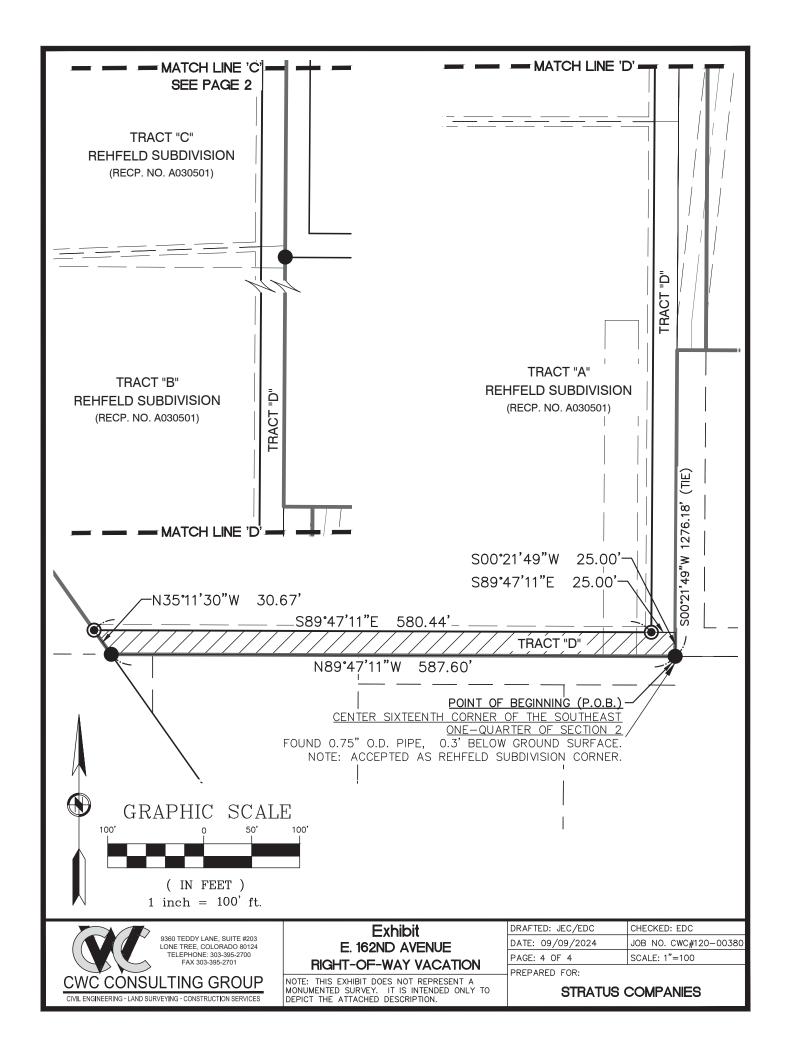
I hereby certify that the above parcel description was prepared under my direct supervision.



Eric D. Carson, PLS

Prepared For and on Behalf of CWC Consulting Group Inc. 9360 Teddy Lane, Suite #203 Lone Tree, Colorado 80124 Phone: (303) 395-2700





DESCRIPTION

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Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38'30"E a distance of 2639.37 Feet between the monuments listed below:

<u>CENTER OF SECTION 2</u> -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE, DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

<u>EAST ONE-QUARTER CORNER OF SECTION 2</u>- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

COMMENCING (P.O.C.) at the <u>CENTER OF SECTION 2</u>, Thence South 89°38'30" East along the North Line of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along the East Line of said Tract "D", a distance of 638.09 Feet to the **POINT OF BEGINNING (P.O.B.)**;

Thence South 89°42'12" East, a distance of 30.00 Feet to a line being 30.00 Feet Easterly of and parallel with the East Line of said Tract "D";

Thence South 0°21'49" West along said parallel line, a distance of 319.03 Feet;

Thence North 89°44'03" West, a distance of 30.00 Feet to said East Line of Tract "D";

Thence North 0°21'49" East along said East Line of Tract "D", a distance of 319.04 Feet to the **POINT OF BEGINNING (P.O.B.)**.

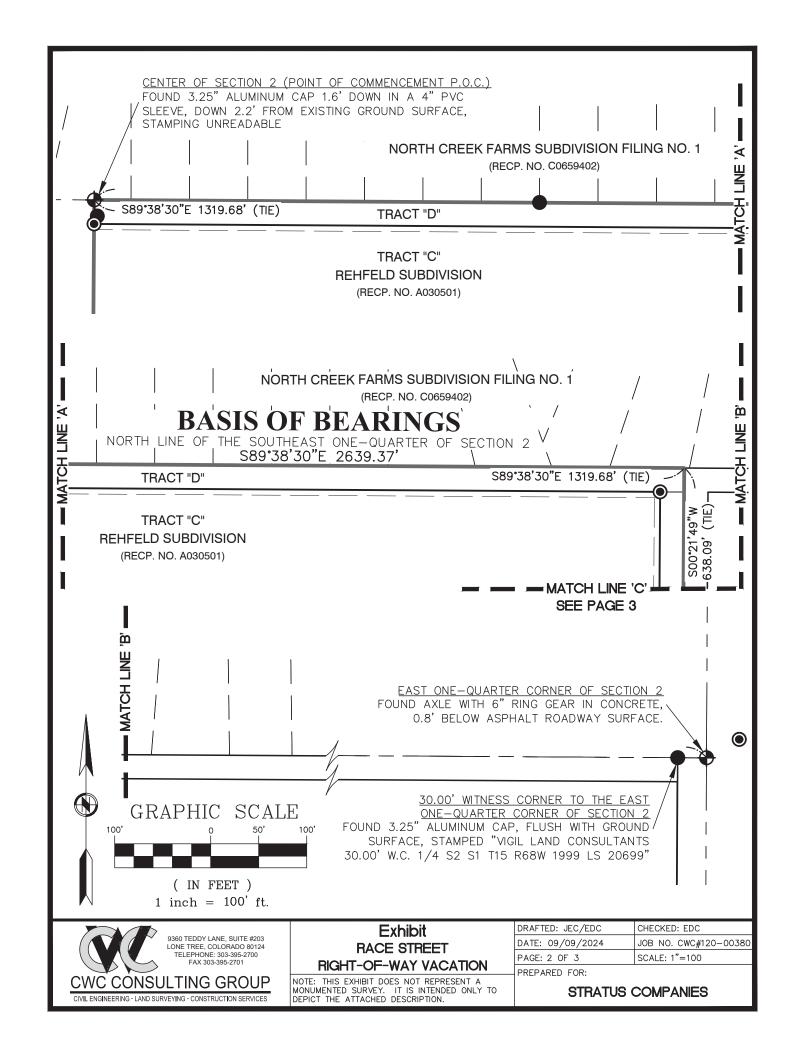
The above-described parcel description contains 9,571 Square Feet (0.220 Acres), more or less.

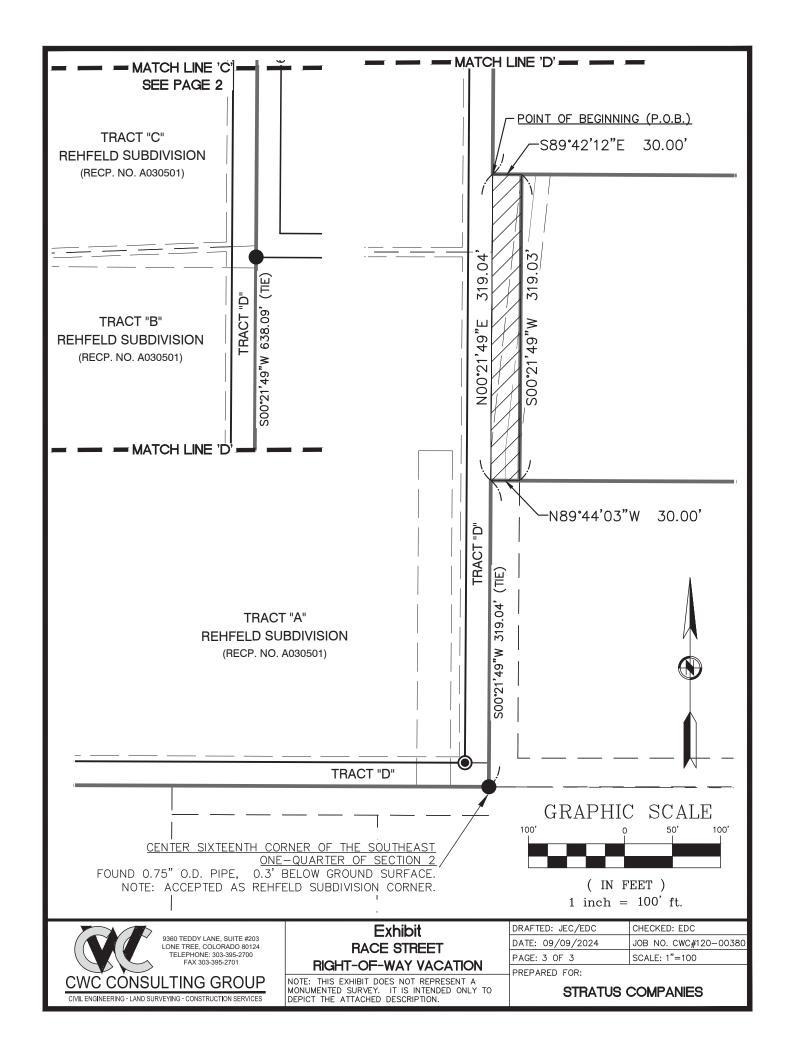
I hereby certify that the above parcel description was prepared under my direct supervision.

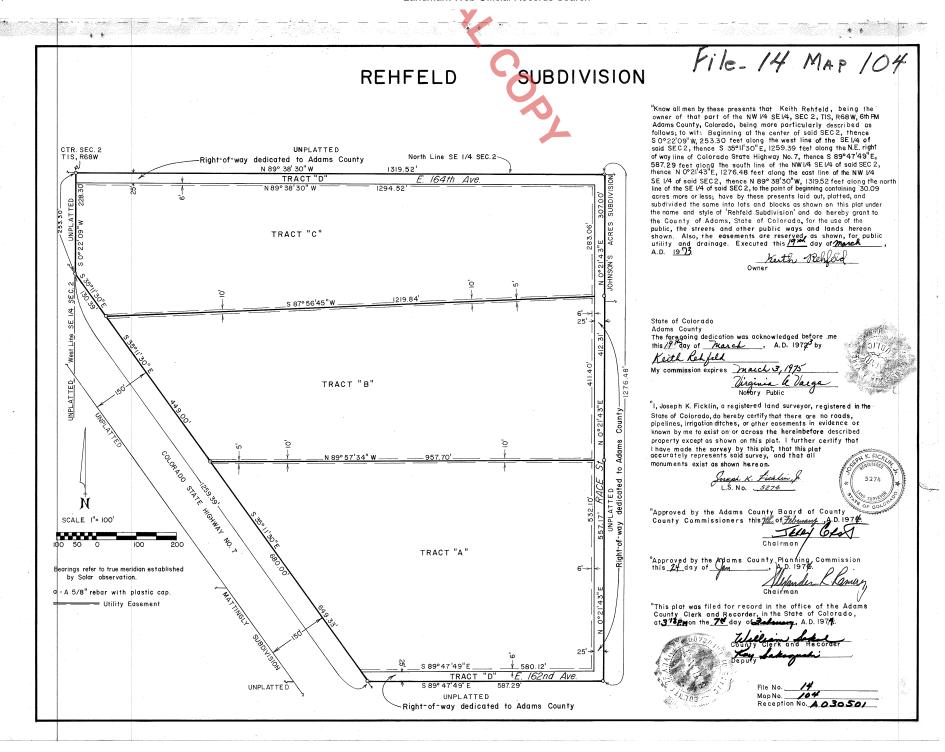


Eric D. Carson, PLS

Prepared For and on Behalf of CWC Consulting Group Inc. 9360 Teddy Lane, Suite #203 Lone Tree, Colorado 80124 Phone: (303) 395-2700









Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company

National Commercial Services

Issuing Office: 1380 17th Street, Denver, CO 80202

Issuing Office's ALTA® Registry ID: 1105402 Commitment Number: NCS-1232255-CO Issuing Office File Number: NCS-1232255-CO

Property Address: 16200 Highway 7, Brighton, CO 80602

Revision Number: 2

Escrow Officer Name: Gail Anderson Escrow Officer Number: (303)876-1156

Escrow Officer Email: gmccurley@firstam.com Escrow Assistant Name: Jesus Navarro-lujan Escrow Assistant Number: (303)876-1175

Escrow Assistant Email: jnavarro-

lujan@firstam.com

Title Officer Name: Cassandra Dorr Title Officer Number: (303)876-1210 Title Officer Email: cdorr@firstam.com Title Assistant Name: Emma Philipp Title Assistant Number: (412)789-7613 Title Assistant Email: ephilipp@firstam.com

SCHEDULE A

1. Commitment Date: August 30, 2024 at 5:00 P.M.

2. Policy to be issued:

a. ALTA® Owner's Policy (7-1-21)

Proposed Insured: KB Home Colorado Inc., a Colorado corporation

Proposed Amount of Insurance: \$8,668,800.00

The estate or interest to be insured: See Item 3 below

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Stratus Amber Creek, LLC, a Colorado limited liability company, as to Parcels A & C, and County of Adams, State of Colorado, as to Tract D (Parcels B-I, B-II. B-III & B-VI)

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50210508 (7-19-23) Page 1 of 20



Commitment No. NCS-1232255-CO

EXHIBIT A

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

Parcel A:

Tracts A, B and C, Rehfeld Subdivision, County of Adams, State of Colorado.

Parcel B-I (R.O.W. Vacation Parcel 1):

A parcel of land in the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38′30″E a distance of 2639.37 Feet between the monuments listed below:

CENTER OF SECTION 2 -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE, DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

EAST ONE-QUARTER CORNER OF SECTION 2- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

BEGINNING (P.O.B.) at the CENTER OF SECTION 2, Thence South 89°38'30" East along the North Line of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along the East Line of said Tract "D", a distance of 25.00 Feet to the Extension of the South Line of said Tract "D";

Thence North 89°38'30" West along the Extension of the South Line of said Tract "D", a distance of 25.00 Feet to the South Line of said Tract "D";

Thence continuing North 89°38'30" West along said South Line of said Tract "D", a distance of 1,294.70 Feet to the West Line of the Southeast One-Quarter of said Section 2;

Thence North 0°24'11" East along said West Line of the Southeast One-Quarter of said Section 2, a distance of 25.00 Feet to the POINT OF BEGINNING (P.O.B.), County of Adams, State of Colorado.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part II—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50210508 (7-19-23) Page 2 of 20



Parcel B-II (R.O.W. Vacation Parcel 2):

A parcel of land in the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38′30″E a distance of 2639.37 Feet between the monuments listed below:

CENTER OF SECTION 2 -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE, DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

EAST ONE-QUARTER CORNER OF SECTION 2- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

COMMENCING (P.O.C.) at the CENTER OF SECTION 2, Thence South 89°38'30" East along the North Line of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along the East Line of said Tract "D", a distance of 25.00 Feet to the Extension of the South Line of said Tract "D" and the POINT OF BEGINNING (P.O.B.);

Thence continuing South 0°21'49" West along said East Line of Tract "D" also being the East Line of the Northwest One-Quarter of the Southeast One-Quarter of Section 2, a distance of 1,226.18 Feet to the Extension of the Northerly Line of Tract "D";

Thence North 89°47'11" West along the Extension of the Northerly Line of said Tract "D", a distance of 25.00 Feet to the West Line of Tract "D";

Thence North 0°21'49" East along said West Line of Tract "D", a distance of 1,226.24 Feet;

Thence South 89°38'30" East along the Extension of the South Line of said Tract "D", a distance of 25.00 Feet to the POINT OF BEGINNING (P.O.B.), County of Adams, State of Colorado.

Parcel B-III (R.O.W. Vacation Parcel 3):

A parcel of land in the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38′30″E a distance of 2639.37 Feet between the monuments listed below:

CENTER OF SECTION 2 -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE,

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DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

EAST ONE-QUARTER CORNER OF SECTION 2- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

COMMENCING (P.O.C.) at the CENTER OF SECTION 2, Thence South 89°38'30" East along the North Line of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along the East Line of said Tract "D", a distance of 1,276.18 Feet to the CENTER SIXTEENTH CORNER OF THE SOUTHEAST ONE-QUARTER OF SECTION 2 and the POINT OF BEGINNING (P.O.B.);

Thence North 89°47'11" West along the South Line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 2 also being the South Line of said Tract "D", a distance of 587.60 Feet to the Westerly Line of Tract "D";

Thence North 35°11'30" West along said Westerly Line of Tract "D", a distance of 30.67 Feet to the Northerly Line of Tract "D";

Thence South 89°47'11" East along said Northerly Line of Tract "D", a distance of 580.44 Feet:

Thence continuing South 89°47'11" East along the Extension of the Northerly Line of Tract "D", a distance of 25.00 feet to the said East Line of Tract "D";

Thence South 0°21'49" West along said East Line of Tract "D", a distance of 25.00 Feet to the POINT OF BEGINNING (P.O.B.), County of Adams, State of Colorado.

Parcel B-IV (R.O.W. Vacation Parcel 4):

A parcel of land in the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38′30″E a distance of 2639.37 Feet between the monuments listed below:

CENTER OF SECTION 2 -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE, DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

EAST ONE-QUARTER CORNER OF SECTION 2- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

COMMENCING (P.O.C.) at the CENTER OF SECTION 2, Thence South 89°38'30" East along the North Line This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along the East Line of said Tract "D", a distance of 638.09 Feet to the POINT OF BEGINNING (P.O.B.);

Thence South 89°42'12" East, a distance of 30.00 Feet to a line being 30.00 Feet Easterly of and parallel with the East Line of said Tract "D";

Thence South 0°21'49" West along said parallel line, a distance of 319.03 Feet;

Thence North 89°44'03" West, a distance of 30.00 Feet to said East Line of Tract "D";

Thence North 0°21'49" East along said East Line of Tract "D", a distance of 319.04 Feet to the POINT OF BEGINNING (P.O.B.), County of Adams, State of Colorado.

The above Parcels A and B consolidated and more particularly described as follows:

A parcel of land in the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described

as follows:

Basis of Bearings: Bearings are based upon the North Line of the Southeast One-Quarter of Section 2, said to bear S89°38′30″E a distance of 2639.37 Feet between the monuments listed below:

CENTER OF SECTION 2 -Monumented by a 3.25" ALUMINUM CAP 1.6' DOWN IN A 4" PVC SLEEVE, DOWN 2.2' FROM EXISTING GROUND SURFACE, STAMPING UNREADABLE

EAST ONE-QUARTER CORNER OF SECTION 2- Monumented by an AXLE WITH 6" RING GEAR IN CONCRETE, 0.8' BELOW ASPHALT ROADWAY SURFACE

BEGINNING (P.O.B.) at the CENTER OF SECTION 2, Thence South 89°38'30" East along the North Line of the said Southeast One-Quarter of Section 2 also being the North Line of Tract "D" of Rehfeld Subdivision (Reception No. A030501), a distance of 1,319.68 Feet to the East Line of said Tract "D";

Thence South 0°21'49" West along said East Line of Tract "D", a distance of 638.09;

Thence South 89°42'12" East, a distance of 30.00 Feet to a line being 30.00 Feet Easterly of and parallel with the said East Line of Tract "D":

Thence South 0°21'49" West along said parallel line, a distance of 319.03 feet;

Thence North 89°44'03" West, a distance of 30.00 Feet to said East Line of Tract "D";

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Thence South 0°21'49" West along said East Line of Tract "D", a distance of 319.04 Feet to the Center Sixteenth Corner of the Southeast One-Quarter of Section 2 monumented by a 0.75" O.D. Pipe, 0.3' below the ground surface, also being accepted as the Southeast Corner of the Rehfeld Subdivision;

Thence North 89°47'11" West along the South Line of the Northwest One-Quarter of the Southeast One-Quarter of said Section 2, also being the South Line of said Tract "D", a distance of 587.60 Feet to the Southwesterly Line of said Rehfeld Subdivision;

Thence North 35°11'30" West along said Southwesterly Line of Rehfeld Subdivision, a distance of 1,259.28 Feet to the West Line of said Rehfeld Subdivision;

Thence North 0°24'11" East along said West Line of Rehfeld Subdivision, a distance of 253.10 feet to the POINT OF BEGINNING (P.O.B.), County of Adams, State of Colorado.

The above legal descriptions were prepared by:

Eric D. Carson, PLS

Prepared For and on Behalf of CWC Consulting Group Inc. 9360 Teddy Lane, Suite #203 Lone Tree, Colorado 80124 Phone: (303) 395-2700

Parcel C:

A parcel of land in the Northeast One-Quarter of the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West, of the Sixth Principal Meridian, in the County of Adams, State of Colorado, said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based on the North Line of the Southeast One-Quarter of Section 2, Township 1 South, Range 68 West of the 6th Principal Meridian, said to bear N89°38'30"W, a distance of 2639.37 Feet between the monuments listed below:

CENTER OF SECTION 2 - Monumented by a 3.25" Aluminum Cap, 1.6' down in a 4" PVC Sleeve, Stamping unreadable.

EAST ONE-QUARTER CORNER OF SECTION 2 - Monumented by a Axle and Ring Gear in Concrete, 0.8' below the Asphalt Road Surface.

COMMENCING (P.O.C.) at the East One-Quarter Corner of Section 2, Thence S02°05′31″W, a distance of 955.48 Feet to the Southeast Corner of a Parcel of Land recorded at Reception No. 2018000070039 being on the Westerly Right-of-Way Line of York Street, Thence N89°44′03″W along the Southerly Line of said This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B,

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Parcel of Land recorded at Reception No. <u>2018000070039</u>, a distance of 577.77 Feet to the POINT OF BEGINNING (P.O.B.);

Thence continuing N89°44′03″W along said Southerly Line, a distance of 683.09 Feet to the Westerly Line of said Parcel of Land recorded at Reception No. 2018000070039;

Thence N00°21′49″E along said Westerly Line, a distance of 319.03 Feet to the Northerly Line of said Parcel of Land recorded at Reception No. 2018000070039;

Thence S89°42′12″E along said Northerly Line, a distance of 683.09 Feet;

Thence S00°21′49″W, a distance of 318.66 Feet to the POINT OF BEGINNING (P.O.B.), County of Adams, State of Colorado.

NOTE: THE ABOVE LEGAL DESCRIPTION WILL BE AMENDED UPON SATISFACTION OF THE REQUIREMENTS HEREIN SET FORTH

For informational purposes only: APN(s): 0157302010001, 0157302010002, 0157302010003 and

0157302400004

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Commitment No. NCS-1232255-CO

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
 - NOTE: Tax certificate(s) must be ordered by or provided to the Company at least one week prior to closing.
- 6. Evidence that all assessments for common expenses, if any, have been paid.
- 7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
- 8. Local ordinances may impose inchoate liens on the Land for unpaid water, sewer, stormwater drainage, or other utilities charges. If this transaction includes a sale of the Land, a Utilities Agreement and/or escrow is required.
- 9. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
- 10. Receipt by the Company of a true and accurate Legal Description prepared and certified by a licensed surveyor, of the property to be insured hereunder. This commitment is subject to further requirements and/or exceptions upon review.

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11. Recordation of a Vacation Ordinance(s) from County of Adams, State of Colorado, to vacate the following Tract D on the recorded Plat of Rehfeld Subdivision recorded February 7, 1974 at Reception No. A030501:

See new proposed Right-of-Ways provided by surveyor.

- 12. Recordation of a Release of the Deed of Trust from Stratus Amber Creek, LLC to the Public Trustee of Adams County for the use of Michael Rehfeld, Scott Rehfeld, The Donelda Rehfeld Trust, Ronald Rehfeld and Justin S. Rehfeld to secure an indebtedness in the principal sum of \$2,043,700.00, and any other amounts and/or obligations secured thereby, dated March 30, 2023 and recorded March 30, 2023 at Reception No. 2023000017044 (affects Parcel A).
- 13. Receipt by the Company of the following documentation for Stratus Amber Creek, LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

14. Receipt by the Company of a Corporate Resolution executed by the officers of KB Home Colorado Inc., a Colorado corporation, authorizing the transaction herein contemplated and setting forth the names and authority of those authorized to sign for the corporation.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

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Commitment No. NCS-1232255-CO

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

- 1. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 3. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
 - Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.
- 6. Any and all unpaid taxes, assessments and unredeemed tax sales.
- 7. Any water rights, claims or title to water, in, on or under the Land, whether or not the matters excepted are shown by the Public Records.
- 8. Any existing leases or tenancies.

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The Following Matters Affect Parcels A & B:

- 9. Reservation of oil, gas and other minerals as reserved in Warranty Deed recorded June 25, 1914 in Book 69 at Page 467, and any and all assignments thereof or interests therein.
- 10. Any and all rights of the Farmers Reservoir and Irrigation Company relating to any ditch or canal which traverses subject property or is described as a boundary of subject property, including but not limited to ditch maintenance and access rights to lands adjoining the ditch or canal, as disclosed by Deed recorded June 25, 1914 in Book 69 at Page 467.
- 11. Reservation of oil, gas and other minerals as reserved in Deed recorded February 23, 1943 in Book 286 at Page 85, and any and all assignments thereof or interests therein.
- 12. Terms, conditions, provisions, obligations and agreements as set forth in the Zoning Resolution recorded January 19, 1956 in Book 590 at Page 400.
- 13. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Rehfeld Subdivison, recorded February 7, 1974 at Reception No. <u>A030501</u>.
 - Affidavit in connection therewith recorded August 6, 1974 in Book 1946 at Page 371.
- 14. Oil and Gas Lease recorded December 10, 1976 in <u>Book 2109 at Page 108</u> (Affects Tract A), and any and all assignments thereof or interests therein.
- 15. Oil and Gas Lease recorded December 10, 1976 in <u>Book 2109 at Page 110</u>, and any and all assignments thereof or interests therein.
 - Affidavit of Production and Extension of Lease in connection therewith recorded December 3, 1980 in Book 2512 at Page 543.
 - Affidavit of Non-Production in connection therewith recorded January 20, 2022 at Reception No. 2022000006126 (Affects Tract C).
- 16. Oil and Gas Lease recorded December 10, 1976 in <u>Book 2109 at Page 124</u>, and any and all assignments thereof or interests therein.
 - Affidavit of Production and Extension of Lease in connection therewith recorded December 3, 1980 in Book 2512 at Page 542.

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Affidavit of Non-Production in connection therewith recorded January 20, 2022 at Reception No. 2022000006126 (Affects Tract B).

17. Oil and Gas Lease recorded August 11, 1977 in <u>Book 2164 at Page 918</u>, and any and all assignments thereof or interests therein.

Amendment of Lease in connection therewith recorded August 1, 1989 in <u>Book 3587 at Page 284</u> (Affects Tract B).

18. Oil and Gas Lease recorded August 11, 1977 in <u>Book 2164 at Page 920</u>, and any and all assignments thereof or interests therein.

Oil and Gas Lease Ratification in connection therewith recorded November 14, 1988 in <u>Book 3509 at Page 265</u>.

Declaration of Unitization in connection therewith recorded April 20, 1989 in <u>Book 3556 at Page 56</u>, and Amendment to Declaration of Unitization recorded September 14, 1992 in <u>Book 3954 at Page 329</u>.

Amendment of Lease in connection therewith recorded June 19, 1989 in Book 3574 at Page 431.

Declaration of Pooling in connection therewith recorded December 10, 2020 at Reception No. 2020000130090 (Affects Tract C).

19. Oil and Gas Lease recorded August 11, 1977 in <u>Book 2164 at Page 924</u>, and any and all assignments thereof or interests therein.

Pooling Agreement in connection therewith recorded June 22, 1979 in Book 2359 at Page 395.

Production Affidavit in connection therewith recorded November 29, 1988 in <u>Book 3513 at Page 708</u> and Affidavit of Production recorded March 5, 2001 at Reception No. C0768081.

Amendment of Lease in connection therewith recorded August 1, 1989 in <u>Book 3587 at Page 282</u> (Affects Tract A).

20. Terms, conditions, provisions, obligations and agreements as set forth in the Notice and Declaration recorded July 1, 1985 in Book 3019 at Page 593.

Segregation Agreement in connection therewith recorded August 4, 1987 in Book 3350 at Page 487.

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Memorandum of Gas Purchase and Processing Agreement in connection therewith recorded July 29, 1994 in Book 4364 at Page 275.

- 21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded August 30, 1989 in Book 3596 at Page 839.
- 22. Water rights as set forth in Deeds recorded April 9, 1998 in <u>Book 5292 at Page 577</u> and recorded June 27, 2008 at Reception No. 2008000051850.
- 23. Request for Notification recorded July 3, 2002 at Reception No. C0991856.
- 24. Terms, conditions, provisions, obligations and agreements as set forth in the Requests for Notifications of Surface Development recorded March 31, 2006 at Reception No. 20060331000327360, and May 12, 2006 at Reception No. 20060512000493700, and October 15, 2007 at Reception No. 2007000097421.
- 25. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Application for Development recorded July 13, 2016 at Reception No. 2016000055794.

The Following Matters Affect Parcel C:

- 26. Reservation of oil, gas and other minerals as reserved in Deed recorded February 23, 1943 in Book 286 at Page 85, and any and all assignments thereof or interests therein.
- 27. Terms, conditions, provisions, obligations and agreements as set forth in the Zoning Resolution recorded January 19, 1956 in Book 590 at Page 400.
- 28. Oil and Gas Leases recorded November 4, 1976 in <u>Book 2101 at Page 402</u> and in <u>Book 2101 at Page 404</u>, and any and all assignments thereof or interests therein.
- 29. Oil and Gas Leases recorded December 10, 1976 in <u>Book 2109 at Page 112</u> and in <u>Book 2109 at Page 114</u> and in Book 2109 at Page 116, and any and all assignments thereof or interests therein.
- 30. Oil and Gas Leases recorded December 26, 1976 in <u>Book 2109 at Page 118</u> and in <u>Book 2109 at Page 120</u>, and any and all assignments thereof or interests therein.
- 31. Oil and Gas Leases recorded February 3, 1977 in <u>Book 2120 at Page 468</u> and recorded August 15, 1977 in <u>Book 2165 at Page 732</u>, and any and all assignments thereof or interests therein.

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- 32. Terms, conditions, provisions, obligations and agreements as set forth in the Notice and Declaration recorded July 1, 1985 in Book 3019 at Page 593.
- 33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right-of-Way Contract recorded August 30, 1989 in Book 3596 at Page 833.
 - Correction Right-of-Way Agreement in connection therewith recorded September 29, 1989 in <u>Book</u> 3606 at Page 541.
- 34. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification recorded July 3, 2002 at Reception No. C0991856.
- 35. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded March 31, 2006 at Reception No. 20060331000327360 and recorded May 12, 2006 at Reception No. 20060512000493700.
- 36. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded October 15, 2007 at Reception No. 2007000097421.
- 37. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Application for Development recorded July 13, 2016 at Reception No. 2016000055794.
- 38. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement and Acknowledgement of Interest recorded October 2, 2020 at Reception No. 2020000100186.
- 39. Reservation of water and sewer taps, oil, gas and other minerals as reserved in Special Warranty Deed recorded June 3, 2024 at Reception No. <u>2024000029563</u>, and any and all assignments thereof or interests therein.
- 40. An easement for utilities and incidental purposes as reserved in Easement Agreement recorded June 3, 2024 at Reception No. 2024000029564.

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DISCLOSURE STATEMENT

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

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

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

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

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

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of

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Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

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

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ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

FIRST AMERICAN TITLE INSURANCE COMPANY

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- **2.** If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- **3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part II—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or

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- oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

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TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO CERTIFICATE OF TAXES DUE

Account Number R0014033
Parcel 0157302010001
Assessed To
STRATUS AMBER CREEK LLC
8480 E ORCHARD RD STE 1100
GREENWOOD VILLAGE, CO 80111-5015

Certificate Number 2024-250439 Order Number FCAD_1232255 Vendor ID 2 DATA TRACE 30005 LADYFACE CT STE 200 AGOURA HILLS, CA 91301

Legal Description

SUB:REHFELD SUBD DESC: TRACT C

Grand Total Due as of 09/13/2024

Situs Address

0

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$3,472.56	\$0.00	\$0.00	(\$3,472.56)	\$0.00
Total Tax Charge					\$0.00

\$0.00

Tax Billed at 2023 Rates for Tax Area 270 - 270

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$123.87	VACANT RESIDENTIAL	\$121,550	\$33,910
NORTH METRO FIRE RESCUE	14.6270000*	\$496.00	Total	\$121,550	\$33,910
ADAMS COUNTY	26.8350000	\$909.98	Total	Ψ121,330	ψ33,710
SD 27	56.2900000	\$1,908.80			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$3.39			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$30.52			
Taxes Billed 2023 * Credit Levy	102.4050000	\$3,472.56			

ALL TAX 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; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S 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.

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

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601







TREASURER & PUBLIC TRUSTEE **ADAMS COUNTY, COLORADO CERTIFICATE OF TAXES DUE**

Account Number R0014034 Parcel 0157302010002 Assessed To STRATUS AMBER CREEK LLC 8480 E ORCHARD RD STE 1100 GREENWOOD VILLAGE, CO 80111-5015

Certificate Number 2024-250440 Order Number FCAD_1232255-2 Vendor ID 2 DATA TRACE 30005 LADYFACE CT STE 200 AGOURA HILLS, CA 91301

Legal Description

SUB:REHFELD SUBD DESC: TRACT B

Situs Address

0

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$833.58	\$0.00	\$0.00	(\$833.58)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 09/13/2024					

Tax Billed at 2023 Rates for Tax Area 270 - 270

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$29.74	RES IMPRV LAND	\$121,550	\$8,140
NORTH METRO FIRE RESCUE	14.6270000*	\$119.06	Total	\$121.550	\$8,140
ADAMS COUNTY	26.8350000	\$218.44	Total	Ψ121,330	ψ0,110
SD 27	56.2900000	\$458.20			
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.81			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$7.33			
Taxes Billed 2023	102.4050000	\$833.58			
* Credit Levy					

ALL TAX 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; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S 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.

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

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER &PUBLIC TRUSTEE, ADAMS COUNTY, Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601







TREASURER & PUBLIC TRUSTEE ADAMS COUNTY, COLORADO CERTIFICATE OF TAXES DUE

Account Number R0014035
Parcel 0157302010003
Assessed To
STRATUS AMBER CREEK LLC
8480 E ORCHARD RD STE 1100
GREENWOOD VILLAGE, CO 80111-5015

Certificate Number 2024-250441 Order Number FCAD_1232255-3 Vendor ID 2 DATA TRACE 30005 LADYFACE CT STE 200 AGOURA HILLS, CA 91301

Legal Description

SUB:REHFELD SUBD DESC: TRACT A

Situs Address 16200 HIGHWAY 7

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2023	\$7,620.98	\$0.00	\$0.00	(\$7,620.98)	\$0.00
Total Tax Charge					\$0.00
Grand Total Due as of 09/13/2024					\$0.00

Tax Billed at 2023 Rates for Tax Area 270 - 270

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$271.86	RES IMPRV LAND	\$187,000	\$11,940
NORTH METRO FIRE RESCUE	14.6270000*	\$1,088.54	SINGLE FAMILY RES	\$978,717	\$62,480
ADAMS COUNTY	26.8350000	\$1,997.06	Total	\$1,165,717	\$74,420
SD 27	56.2900000	\$4,189.10	10tti	ψ1,105,717	Ψ/4,420
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$7.44			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$66.98			
Taxes Billed 2023 * Credit Levy	102.4050000	\$7,620.98			

ALL TAX 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; PLEASE CONTACT THE TREASURER'S OFFICE PRIOR TO MAKING A PAYMENT AFTER AUGUST 1. TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIER'S 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.

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

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding lien sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption on this date are as noted herein. In witness whereof, I have hereunto set my hand and seal.

TREASURER & PUBLIC TRUSTEE, ADAMS COUNTY, Alexander L Villagran

4430 S. Adams County Parkway

Brighton, CO 80601

