Certification of Mineral Estate Owners

Fourth Investment USA, LLC, as surface owner of property described in Exhibit A, attached hereto, hereby certifies that it relied upon the review and research provided by an attorney, title insurance company or title insurance agent, all of whom are duly licensed in the State of Colorado, to determine the mineral estate owners of the property legally described in Exhibit A, and has determined and hereby certifies that the persons and addresses listed in Exhibit B, attached hereto, are the owners of mineral estate for the property referenced in Exhibit A.

Fourth Investment USA, LLC

John V. Hill

By John V. Hill, Project Manager for Fourth Investment USA, LLC as Surface Property Owner

Subscribed and sworn before me on this 7th day of January, 2022, by John V. Hill, as the surface property owner.

My Commission expires 11-21-2023.

(Seal)

Notary Public

SANDRA BAUER
Notary Public, State of Texas
Comm. Expires 11-21-2023
Notary ID 128806675

Report of Findings in Research for Fourth Investment USA, LLC

Prepared by:



We foresee our mission as providing accurate, top quality, and punctual real property abstracting. With over 30 years of experience in Colorado's title insurance markets; we have experience and knowledge of the applicable recording tendencies of the sixty-four counties within Colorado, providing breadth of coverage for any project within the state. Colorado Land & Mineral Company strives to offer the quality our partners need to expedite their projects, minimize their costs, and maximize their efficiency. No job is too big or small. We handle claim's issues, large assemblages, commercial, rural, mineral rights as well as renewable energy leasing (wind and solar) abstracts. Colorado Land & Mineral Company's operation is offering abstracting of any real property project you or your enterprise requires.

Colorado Land & Mineral Company LLC
11/26/2019



This Property Report includes information from certain documents imparting constructive notice and appearing in the official records relating to the real property described. It does not directly or indirectly set forth or imply any opinion, warranty, guarantee, insurance, or other similar assurance as to the status of title to real property, and may not list all liens, defects, encumbrances and other matters affecting title thereto. This report has been prepared solely for the purpose of providing public record information. Accordingly, liability hereunder is strictly limited to the amount paid for this Report OR IF REQUIRED, TO STATUTORY LIMITS DEPENDING ON THE jurisdiction THAT THIS PROPERTY LIES WITHIN and no liability is assumed regarding the accuracy or completeness of this Report.

From: Michael Ryan <someoneinbailey@gmail.com>
Subject: Summary Report of Findings in Research for Fourth Investment USA, LLC
Date: December 2, 2019 at 1:58:47 PM CST
To: "'John V. Hill'" <jvhill.co@gmail.com>

1. United States Patent to Frank A. Spicer recorded in Book 12 at Page 470, affecting the Northeast Quarter of the Southeast Quarter of Section 5 reserves "all of the coal and other minerals" to the United States. Note: There is an Oil and Gas Lease from the United State of America to The Anschutz Corporation, Inc. recorded in Book 204 at Page 340. Overriding Royalty Assignments were recorded in Book 209 at Page 390 and in Book 224 at Page 223. Deeds were recorded at Reception Nos. 2006044564 and 2013001769.

2. Warranty Deed to Carl Rennert recorded in Book 528 at Page 859, affecting the North Half of the Southwest Quarter of Section 4 and the Northeast Quarter of the Southeast Quarter of Section 5 contains a reverter clause for one-half of the mineral rights. However this reverter may have merged back into the fee title by reason of the Quit Claim Deed recorded in Book 1138 at Page 535.

3. Warranty Deed recorded in Book 1175 at Page 932 affecting part of the North Half of the Southwest Quarter of Section 4 and part of the Northeast Quarter of the Southeast Quarter of Section 5 contains the language "together with one-half of all mineral rights owned by the seller" which good be construed as reserving one-half of the mineral rights to the seller. Note: Coal and mineral rights where previously severed in the United States Patent recorded in Book 12 at Page 470 affecting the Northeast Quarter of the Southeast Quarter of Section 5.

Aside from the those interests described above the majority of the minerals remain unsevered and are currently vested with Fourth Investment USA, LLC, a Colorado limited liability company.

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF FOUNDERS VILLAGE FILING NO. 24,
LOCATED IN THE EAST HALF OF SECTION 8,
TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF TRACTS I, J, K, L, M, N, O, P, Q AND R OF FOUNDERS VILLAGE FILING NO. 24, RECORDED JULY 31, 2006 UNDER RECEPTION NO. 2006064806 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE SITUATED IN THE EAST HALF OF SECTION 8, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO.

TITLE COMMITMENT NOTES

COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NO. 454-H0528157-610-ETO, WITH AN EFFECTIVE DATE OF FEBRUARY 22, 2018 AT 7:00 A.M., WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

ITEM NUMBERS BELOW REFER TO THOSE ITEMS AS LISTED IN SCHEDULE B – SECTION 2 OF SAID TITLE COMMITMENT.

ITEM NUMBERS 1–6 ARE STANDARD EXCEPTIONS NOT TO BE ADDRESSED AS A PART OF THIS SURVEY.

7. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENTS RECORDED AUGUST 30, 1892 IN BOOK P AT PAGE 127; RECORDED MARCH 17, 1888 IN BOOK P AT PAGE 363; RECORDED MAY 2, 1900 IN BOOK 12 AT PAGE 145; RECORDED JUNE 12, 1906 IN BOOK 12 AT PAGE 278; RECORDED JANUARY 9, 1907 IN BOOK 12 AT PAGE 292; RECORDED OCTOBER 14, 1874 IN BOOK X AT PAGE 392 AND RECORDED JUNE 16, 1899 IN BOOK 12 AT PAGE 322. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY. NO DITCHES OR CANALS SPECIFICALLY DESCRIBED OR SEEN DURING THE COURSE OF THIS SURVEY.**

8. THE RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT OR REMOVE HIS ORE SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES THEREBY GRANTED AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 30, 1892 IN BOOK P AT PAGE 127; RECORDED MARCH 17, 1888 IN BOOK P AT PAGE 363; RECORDED MAY 2, 1900 IN BOOK 12 AT PAGE 145; RECORDED JUNE 12, 1906 IN BOOK 12 AT PAGE 278; RECORDED JANUARY 9, 1907 IN BOOK 12 AT PAGE 292; RECORDED OCTOBER 14, 1874 IN BOOK X AT PAGE 392 AND RECORDED JUNE 16, 1899 IN BOOK 12 AT PAGE 322, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE WEAVER ANNEXATION RECORDED SEPTEMBER 11, 1985 AT RECEPTION NO. 361813, ANNEXATION AND DEVELOPMENT CONTRACT RECORDED SEPTEMBER 11, 1985 IN BOOK 594 AT PAGE 324, AND RATIFICATION OF ANNEXATION AND DEVELOPMENT CONTRACT RECORDED JULY 19, 1991 IN BOOK 983 AT PAGE 125. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ANNEXATION CONTRACT RECORDED AUGUST 11, 1981 IN BOOK 419 AT PAGE 88. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

11. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE VILLAGES OF CASTLE ROCK METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 26, 1992 IN BOOK 1031 AT PAGE 332. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

12. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY AS EVIDENCED BY INSTRUMENT RECORDED MAY 6, 1988 IN BOOK 790 AT PAGE 718. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

13. ALL WATER AND WATER RIGHTS AND DITCHES AND DITCH RIGHTS AS RESERVED IN DEED RECORDED AUGUST 2, 1994 IN BOOK 1210 AT PAGE 2377. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

14. ANY RIGHTS OF INGRESS, EGRESS, OPERATION AND/OR MAINTENANCE AS EVIDENCED BY BILL OF SALE RECORDED AUGUST 02, 1994 IN BOOK 1210 AT PAGE 2379. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

15. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 12, 1980 IN BOOK 393 AT PAGE 836 AND RE-RECORDED SEPTEMBER 16, 1980 IN BOOK 394 AT PAGE 93 AND IN INSTRUMENT RECORDED DECEMBER 2, 1996 IN BOOK 684 AT PAGE 477. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE ABOVE REFERENCED DOCUMENT RECORDED IN BOOK 393 AT PAGE 836 AND BOOK 394 AT PAGE 93 FALLS WITHIN THE SUBJECT PROPERTY. THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT RECORDED IN BOOK 684 AT PAGE 477 DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

16. AGREEMENTS BETWEEN THE TOWN OF CASTLE ROCK AND THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 1 RECORDED OCTOBER 1985 IN BOOK 601 AT PAGE 849, JUNE 16, 1986 IN BOOK 646 AT PAGE 375 AND AMENDMENT RECORDED JUNE 16, 1986 IN BOOK 646 AT PAGE 572. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

17. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE WATER FACILITIES ACQUISITION AGREEMENT RECORDED SEPTEMBER 30, 1985 IN BOOK 598 AT PAGE 346, AS AMENDED SEPTEMBER 30, 1985 IN BOOK 598 AT PAGE 368. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

18. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3.71 AMENDING THE ZONING DISTRICT MAP OF THE TOWN OF CASTEL ROCK RECORDED AUGUST 11, 1981 IN BOOK 419 AT PAGE 189 AND RE-RECORDED AUGUST 13, 1985 IN BOOK 589 AT PAGE 756 AND AMENDMENTS THERETO RECORDED DECEMBER 18, 1986 IN BOOK 688 AT PAGE 579 AND JULY 31, 2006 AT RECEPTION NO. 2006064805. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

19. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT WITH THE TOWN OF CASTLE ROCK RECORDED OCTOBER 1, 1985 IN BOOK 598 AT PAGE 609. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

20. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT RECORDED MAY 27, 1987 IN BOOK 723 AT PAGE 476, AND RECORDED MAY 27, 1987 IN BOOK 723 AT PAGE 495. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

21. THE EFFECT OF THE VILLAGES AT CASTLE ROCK PLANNED UNIT DEVELOPMENT SITE PLAN RECORDED AUGUST 11, 1981 AT RECEPTION NO. 272708; THE VILLAGES AT CASTLE ROCK WEAVER ANNEXATION RECORDED SEPTEMBER 11, 1985 AT RECEPTION NO. 361813; FOUNDERS VILLAGE THE VILLAGES AT CASTLE ROCK PLANNED UNITED DEVELOPMENT PRELIMINARY SITE PLAN RECORDED SEPTEMBER 11, 1985 AT RECEPTION NO. 361815; AND A MAJOR MODIFICATION TO FOUNDER VILLAGE AMENDMENT P.U.D. THE VILLAGES AT CASTLE ROCK PLANNED UNITED DEVELOPMENT PRELIMINARY SITE PLAN RECORDED SEPTEMBER 2, 1994 AT RECEPTION NO. 9446139. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

TITLE COMMITMENT NOTES-CONTINUED

22. ANY TAX, FEE, LIEN OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE VISTAS AT ROCK CANYON METROPOLITAN DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 8, 2004 AT RECEPTION NO. 2004118809. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

23. THE EFFECT OF FOUNDERS VILLAGE FILING NO. 24 FINAL P.D. SITE PLAN AS RECORDED JUNE 15, 2005 AT RECEPTION NO. 2005053830. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

24. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE MEMORANDUM OF AGREEMENT RECORDED AUGUST 17, 2005 AT RECEPTION NO. 2005077558 AND FIRST AMENDMENT THERETO RECORDED JULY 31, 2006 AT RECEPTION NO. 2006064814. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

25. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE FOUNDERS VILLAGE FILING NO. 24 SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JULY 31, 2006 AT RECEPTION NO. 2006064807 AND FIRST AMENDMENT RECORDED APRIL 30, 2009 AT RECEPTION NO. 2009031298. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

26. TERMS, CONDITIONS, RESTRICTIONS, PROVISIONS, NOTES AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT(S) OF SAID SUBDIVISION SET FORTH BELOW:
RECORDING DATE: JULY 31, 2006
RECORDING NO: RECEPTION NO. 2006064806 AND AFFIDAVIT OF CORRECTION IN CONNECTION THERETO RECORDED OCTOBER 11, 2006 AT RECEPTION NO. 2006087811 **THE EASEMENTS AS SHOWN OR DESCRIBED ON THE ABOVE REFERENCED PLAT ARE SHOWN HEREON.**

27. MINERAL RIGHTS AS CONVEYED BY SPECIAL WARRANTY DEED, ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED JANUARY 07, 2013 AT RECEPTION NO. 2013001769, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE VISTAS AT ROCK CANYON METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT(S) RECORDED DECEMBER 19, 2014 AT RECEPTION NO. 2014074526. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

29. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE BELLA MESA ANNEXATION MAP AS SET FORTH BELOW:
RECORDING DATE: JANUARY 22, 2016
RECORDING NO.: RECEPTION NO. 201604149 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

30. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 2014-36 AS SET FORTH BELOW:
RECORDING DATE: JANUARY 22, 2016
RECORDING NO.: RECEPTION NO. 201604150 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

31. THE EFFECT OF BELLA MESA PLANNED DEVELOPMENT PLAT RECORDED FEBRUARY 11, 2016 AT RECEPTION NO. 2016004151. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

32. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE BELLA MESA ANNEXATION AND DEVELOPMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: JANUARY 22, 2016
RECORDING NO.: RECEPTION NO. 2016004152 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

33. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SPECIAL DISTRICT PUBLIC DISCLOSURE AS SET FORTH BELOW:
RECORDING DATE: DECEMBER 19, 2016
RECORDING NO.: RECEPTION NO. 2016093446 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

FLOOD ZONE

THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08035C0193G, MAP REVISED MARCH 16, 2016 AND MAP INDEX NO. 08035C0306G, MAP REVISED MARCH 16, 2016. DETERMINATION OF FLOOD ZONE CLASSIFICATION IS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.

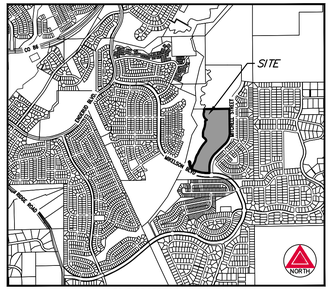
BASIS OF BEARINGS

THE EASTERLY BOUNDARY OF TRACT J, FOUNDERS VILLAGE FILING NO. 24, BEING MONUMENTED AT BOTH ENDS BY A 1" BRASS DISK STAMPED "AZTEC LS 38064", ASSUMED TO BEAR SOUTH 00°42'30" EAST, A DISTANCE OF 658.39 FEET.

BENCHMARK

DOUGLAS COUNTY CONTROL POINT #4.004007. RECOVERED A 3 ¼" ALUMINUM CAP LOCATED ON THE SOUTH SIDE OF CASTLE OAKS DRIVE, 650' MORE OR LESS EAST OF AUTUMN SAGE STREET.

ELEVATION = 6495.26 (NAVD 88).



VICINITY MAP
SCALE 1" = 2,000'

GENERAL NOTES

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON APRIL 24, 2018.
2. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. AS TO TABLE A ITEM NO. 4: THE SURVEYED PARCEL CONTAINS AN AREAS OF: 24.564 ACRES OR 1,070,026 SQUARE FEET, MORE OR LESS.
4. AS TO TABLE A ITEM NO. 11: THIS SURVEY DOES NOT CERTIFY TO SUBSURFACE FEATURES, IMPROVEMENTS, UTILITIES OR BURIED LINES OF ANY TYPE. LOCATION DEPICTED HEREON ARE DERIVED FROM FIELD SURVEY OF UTILITY FLAGGING / PAINT MARKING, PERFORMED BY AZTEC SURVEY AND LOCATING ON APRIL 18, 2018.
5. AS TO TABLE A ITEM NO. 16: THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
6. AS TO TABLE A ITEM NO. 19: ANY PLOTTABLE OFFSITE EASEMENTS THAT WERE PROVIDED WITHIN THE TITLE COMMITMENT REFERENCED HEREIN ARE SHOWN HEREON.
7. THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO DEDICATED PUBLIC STREETS.
8. THE PROPERTY DEPICTED HEREON IS A PART OF THE PROPERTY DESCRIBED IN COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NO. 454-H0528157-610-ETO, WITH AN EFFECTIVE DATE OF FEBRUARY 22, 2018 AT 7:00 A.M, AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY
9. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF COLORADO.
10. NO BUILDINGS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME OF THIS SURVEY EXCEPT FOR THE WASTEWATER FACILITY IN TRACT L. THE GATE TO THIS FACILITY WAS LOCKED, THEREFORE, THERE ARE NO DETAILS AVAILABLE.
11. AERIAL MAPPING WAS PROVIDED BY SYNERGY MAPPING ON APRIL 4, 2018. AERIAL MAPPING WAS PREPARED BY PHOTOGRAMMETRIC METHODS AND CONFORMS TO THE ASPRS STANDARDS OF 1990.

SURVEYOR'S STATEMENT

TO: FOURTH INVESTMENT USA, LLC, A COLORADO LIMITED LIABILITY COMPANY
HERITAGE TITLE COMPANY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11, 13, 16 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 24, 2018.

DATE OF PLAT OR MAP: 05/04/2018

DEREK S. BROWN, PLS NO. 38064
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

FOR REVIEW

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS ALTA WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF

DOUGLAS COUNTY AT ____M. ON THE ____ DAY OF _____, 20__,

RECEPTION NO._____.

DOUGLAS COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

SCALE	DES	DWN	DATE	REVISION DESCRIPTION	DATE	BY
N.T.S.	JRW	MDW	05/04/2018			

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY
A PORTION OF FOUNDERS VILLAGE FILING NO. 24
CASTLE ROCK, COLORADO

PREPARED FOR
BELLA MESA METROPOLITAN DISTRICT
P O BOX 5127, GYPSUM, CO 81637

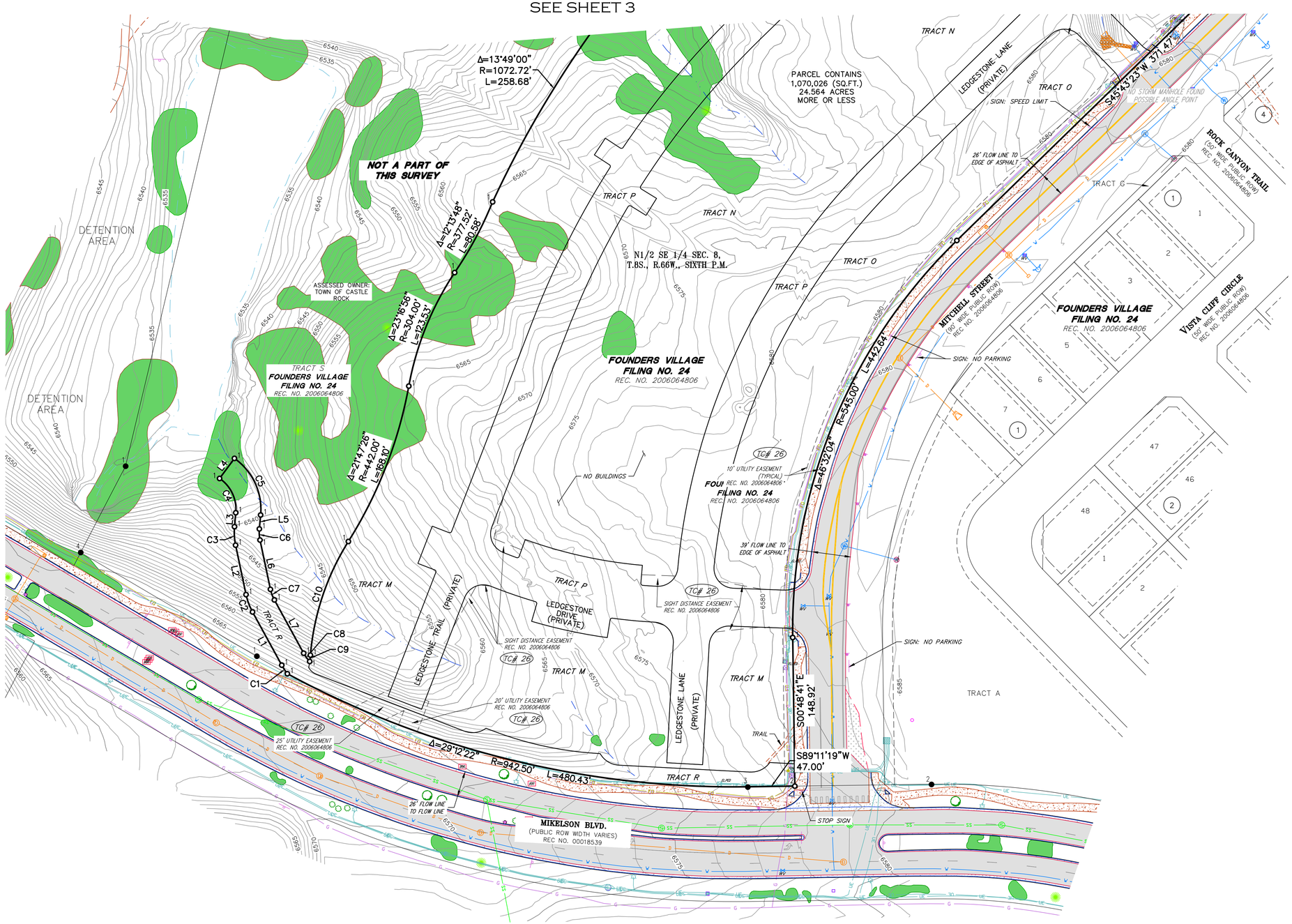
SHEET ONE OF 4 SHEETS

JOB NO. 129818-03

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF FOUNDERS VILLAGE FILING NO. 24,
LOCATED IN THE EAST HALF OF SECTION 8,
TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SEE SHEET 3



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

SEE SHEET 4 FOR LEGENDS
AND LINE AND CURVE TABLES

SCALE	DES	DWN	DATE
1" = 50'	JRW	MDW	04/27/2018

REVISION DESCRIPTION	BY	DATE

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY
A PORTION OF FOUNDERS VILLAGE FILING NO. 24
CASTLE ROCK, COLORADO

PREPARED FOR
BELLA MESA METROPOLITAN DISTRICT
P O BOX 5127, GYPSUM, CO 81637

SHEET
TWO
OF 4 SHEETS

JOB NO.
129818-03

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF FOUNDERS VILLAGE FILING NO. 24,
LOCATED IN THE EAST HALF OF SECTION 8,
TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

SEE SHEET 4



SEE SHEET 2

SEE SHEET 4 FOR LEGENDS AND LINE AND CURVE TABLES

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

SCALE	DES	DWN	REVISION DESCRIPTION	BY	DATE
1" = 50'	JRW	MDW			
	DATE	04/27/2018			

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY
A PORTION OF FOUNDERS VILLAGE FILING NO. 24
CASTLE ROCK, COLORADO

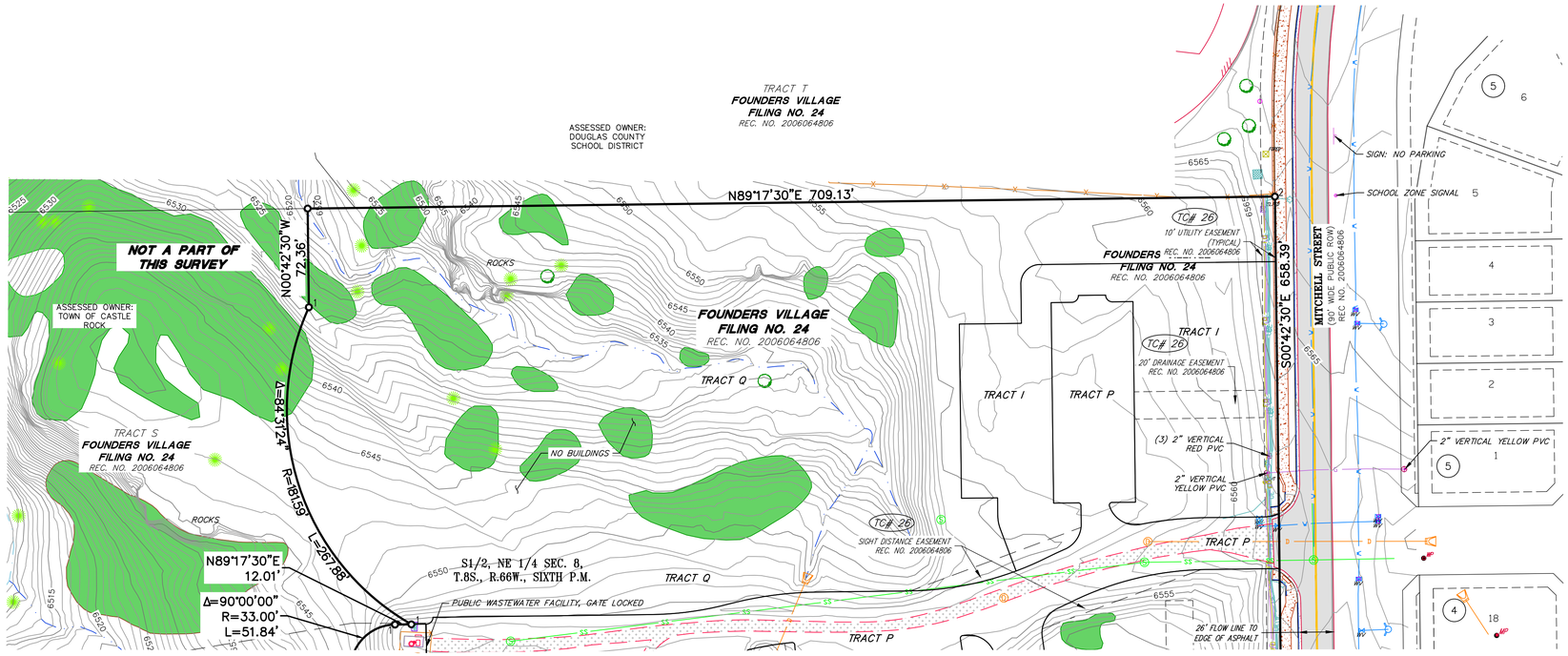
PREPARED FOR
BELLA MESA METROPOLITAN DISTRICT
P O BOX 5127, GYPSUM, CO 81637

SHEET
THREE
OF 4 SHEETS

JOB NO.
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A PORTION OF FOUNDERS VILLAGE FILING NO. 24,
LOCATED IN THE EAST HALF OF SECTION 8,
TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



SEE SHEET 3

MONUMENT SYMBOL LEGEND

- SECTION CORNER MONUMENT AS DESCRIBED
- 1 ○ SET NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064"
- 2 ○ SET 1" BRASS DISK STAMPED "AZTEC LS 38064"
- 1 ● RECOVERED NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP STAMPED "SURVCON PLS 30829"
- 2 ● RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "PLS 29430"
- 3 ● RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
- 4 ● RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "LS 30829"
- 5 ● RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "RMC 9329"

ROW RIGHT-OF-WAY

(TC# XX) TITLE COMMITMENT SCHEDULE B – SECTION 2 EXCEPTION ITEM NUMBERS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N28°47'05"W	60.84'
L2	N11°55'33"W	50.60'
L3	N05°10'20"E	14.02'
L4	N36°31'01"E	25.01'
L5	S05°10'20"W	14.02'
L6	S11°55'33"E	50.53'
L7	S28°47'05"E	60.92'
L8	N44°16'37"W	5.78'
L9	N44°16'37"W	30.39'
L10	N44°16'37"W	37.92'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	9°24'40"	62.50'	10.27'
C2	16°32'34"	64.62'	18.66'
C3	17°05'53"	62.50'	18.65'
C4	60°53'09"	37.50'	39.85'
C5	59°59'37"	62.50'	65.44'
C6	17°05'53"	37.50'	11.19'
C7	16°27'19"	39.62'	11.38'
C8	15°40'25"	37.50'	10.26'
C9	3°01'38"	121.00'	6.39'
C10	27°20'43"	254.00'	121.23'
C11	83°13'54"	40.00'	58.11'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C12	42°43'21"	19.00'	14.17'
C13	42°43'21"	19.00'	14.17'
C14	44°52'51"	26.00'	20.37'

N

0' 25' 50' 100'
SCALE: 1" = 50'

LEGEND

- SANITARY MANHOLE
- SANITARY UNDERGROUND
- RIPRAP
- STORM BOX CULVERT
- STORM LINE UNDERGROUND
- STORM INLET
- STORM FES
- STORM MANHOLE
- WATER FIRE HYDRANT
- WATER LINE UNDERGROUND
- WATER MANHOLE
- WATER VALVE
- ELECTRIC MH
- ELECTRIC PEDESTAL
- ELECTRIC POLE
- ELECTRIC TRANSFORMER
- ELECTRIC UNDERGROUND
- OVERHEAD UTILITY
- GUY WIRE
- LIGHT POLE
- TELEPHONE CABINET
- TELEPHONE LINE UNDERGROUND
- TELEPHONE PEDESTAL
- FIBER OPTIC UNDERGROUND
- FIBER OPTICS PEDESTAL
- FIBER OPTIC VAULT
- GAS LINE UNDERGROUND
- GAS MKR POST
- IRRIGATION CONTROL BOX
- CONDUIT
- VENT PIPE
- MISC
- EX CONT-MJR
- EX CONT-MNR
- BUSH DECIDUOUS
- TREE CONIFER
- TREE DECIDUOUS
- TREELINE
- TREELINE OBSCURED
- FENCE POST
- FENCE
- GATE
- METAL POST
- WOOD POST
- HANDICAP RAMP
- SIDEWALK
- SHORE LINE
- TRAFFIC SIGNAL
- EDGE ASPHALT
- EDGE CONCRETE
- EDGE ROAD
- SHOULDER
- TRAIL
- CURB LIP OF GUTTER
- CURB TOP BACK
- FLOWLINE
- CURB TOP FACE
- CHASE
- DITCH FLOWLINE
- PAN
- PAN FLOWLINE
- LINEMARKING WHITE STRIPE DASHED
- LINEMARKING WHITE STRIPE SOLID
- LINEMARKING YELLOW STRIPE SOLID
- DELINEATOR
- PARKING STALLS
- SIGN
- BUILDING
- BUILDING OVERHANG-EAVE
- DECK
- WALL

- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL ROAD

TYPICAL
TOP BACK OF CURB
FLOWLINE
LIP OF GUTTER
SIDEWALK
HANDICAP RAMP

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

SCALE	DWN	DATE
1" = 50'	MDW	04/27/2018
	CKD JRW	

DATE	BY	REVISION DESCRIPTION

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ALTA/NSPS LAND TITLE SURVEY
A PORTION OF FOUNDERS VILLAGE FILING NO. 24
CASTLE ROCK, COLORADO

PREPARED FOR
BELLA MESA METROPOLITAN DISTRICT
P O BOX 5127, GYPSUM, CO 81637

SHEET
FOUR
OF 4 SHEETS

JOB NO.
129818-03

ALTA/NSPS LAND TITLE SURVEY

Lands Affected by Possible Mineral Rights Transfers

N 0' 100' 200' 400' SCALE: 1" = 200'

POINT OF BEGINNING

N89°29'00"E 1315.69' — NORTH LINE NW 1/4 SW 1/4 OF SEC. 4 (BASIS OF BEARINGS)

N89°30'29"E 1315.09' — NORTH LINE NE 1/4 SW 1/4 OF SEC. 4

W 1/4 CORNER SECTION 4 T8S, R66W, 6TH P.M. RECOVERED BROKEN ROCK CAP STEM IN ROCK OUTCROP

CW 1/16 CORNER SECTION 4 T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "PLS 17669"

C 1/4 CORNER SECTION 4 T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "PLS 30529"

NORTHERN LIMITS OF BELLA MESA ANNEXATION MAP REC. NO. 2016004149 (TC# 29)

EASTERN LIMITS OF BELLA MESA ANNEXATION MAP REC. NO. 2016004149 (TC# 29)

LIMITS OF "ZONE A" PER F.I.R.M. 08035C0193G

N00°30'26"W 2683.90'

NW 1/4, SW 1/4 SEC. 4, T.8S., R.66W., SIXTH P.M.

NE 1/4, SW 1/4 SEC. 4, T.8S., R.66W., SIXTH P.M.

EAST LINE NE 1/4 SW 1/4 OF SEC. 4 — S00°22'07"E 1309.77'

LOT 28 CASTLEWOOD NORTH REC. NO. 153352

LOT 27 CASTLEWOOD NORTH REC. NO. 153352

LOT 26 CASTLEWOOD NORTH REC. NO. 153352

NO MONUMENT AT ACTUAL CORNER

NE 1/4, SE 1/4 SEC. 5, T.8S., R.66W., SIXTH P.M.

WESTERN LIMITS OF BELLA MESA ANNEXATION MAP REC. NO. 2016004149 (TC# 29)

SOUTHERN LIMITS OF BELLA MESA ANNEXATION MAP REC. NO. 2016004149 (TC# 29)

NE'ERLY 598'± (R)

N45°28'41"E 604.43'

BOOK 1175 PAGE 932

415.75'(R)

1298.95'

430.00'(R)

7" WITNESS CORNER RECOVERED NO. 6 REBAR WITH 3" BRASS CAP FLUSH ON A BOULDER STAMPED "1986 PLS 22100\"

C-S 1/16 CORNER SECTION 4 T8S, R66W, 6TH P.M.

N08°17'08"E 370.00' (R)

N08°14'03"E 370.00'

UNPLATTED REC. NO. 2012031487 PARCEL A

S00°08'29"W 2592.90'

WEST LINE SW 1/4 OF SEC. 4

SW 1/4, SW 1/4 SEC. 4, T.8S., R.66W., SIXTH P.M.

SE 1/4, SW 1/4 SEC. 4, T.8S., R.66W., SIXTH P.M.

PARCEL CONTAINS 12,772,020 (SQ.FT.) 293.205 ACRES MORE OR LESS

DIRT ROAD/TRAIL (TYP.) (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

SE 1/4, SE 1/4 SEC. 5, T.8S., R.66W., SIXTH P.M.

N41°07'17"E 1267.41' (R)

N41°07'15"E 1267.41'

SINGLE TRACK TRAIL (TYP.) (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

SOUTH LINE SE 1/4 SE 1/4 OF SEC. 5 — S88°41'16"W 1313.57'

N89°58'10"E 2653.94' — SOUTH LINE SW 1/4 OF SEC. 4

E 1/16 CORNER SECTION 8 & 5, T8S, R66W, 6TH P.M. RECOVERED STONE MOUND WITH 3-1/4" ALUMINUM CAP STAMPED "JR ENGINEERING 1990 RLS 10377"

NE COR SECTION 8 T8S, R66W, 6TH P.M. RECOVERED 1" AXLE

N 1/4 CORNER SECTION 9 T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "PLS 28656"

OVERHEAD UTILITY WITHIN PROPERTY (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

EMPTY CONDUIT BOX

UNPLATTED REC. NO. 2006093611

NE 1/4, NE 1/4 SEC. 8, T.8S., R.66W., SIXTH P.M.

N00°30'26"W 816.96'

NW 1/4, NW 1/4 SEC. 9, T.8S., R.66W., SIXTH P.M.

NE 1/4, NW 1/4 SEC. 9, T.8S., R.66W., SIXTH P.M.

EAST LINE NE 1/4 NW 1/4 OF SEC. 9 — S00°35'24"E 1331.27' — S00°38'06"E 1330.42' (R)

UNPLATTED BOOK 142 PAGE 212

STORM STRUCTURE

RIP RAP

UTILIZED ASPHALT ROAD (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

EMPTY CONDUIT BOX

BIRDHOUSE ON T-POST

MISC. CUT CABLES

N89°59'28"W 1007.65'

N90°00'00"W 1007.74' (P)

N00°42'23"W 1340.89' — EAST LINE NE 1/4 NE 1/4 OF SEC. 8

POND AREA (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

STORM FES

N00°10'17"E 442.62'

N00°09'45"E 442.62' (P)

N 1/16 COR SECTION 8 & 9, T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "1995 PLS 28656"

SIGN: NO OUTLET / STOP SIGN / SIGN: PEDESTRIAN CROSSING

WOOD FENCE

TRACT T

WEST LINE NE 1/4 NE 1/4 OF SEC. 8 — S00°30'26"E 1337.78'

NE 1/16 COR SECTION 8, T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "1990 PLS 10377"

S88°49'31"W 1318.18' — SOUTH LINE NE 1/4 NE 1/4 OF SEC. 8

N82°58'53"W 180.71'

N82°59'25"W 180.71' (P)

N78°03'56"W 139.86'

N78°04'28"W 139.86' (P)

CASTLEWOOD RANCH F2-PAR. 9 REC. NO. 2004043913

CASTLEWOOD RANCH F2-PAR. 8 REC. NO. 2004043911

CASTLEWOOD RANCH F2-PAR. 11 REC. NO. 2006091502

S89°45'44"W 2651.14'

S89°44'37"W 2652.14' (R)

SOUTH LINE N 1/2 NW 1/4 OF SEC. 9

C-N 1/16 CORNER SECTION 9 T8S, R66W, 6TH P.M.

8" WITNESS CORNER RECOVERED 3" ALUMINUM CAP FLUSH IN ROCK STAMPED "2017 PLS 35597 WC 8.0 \"

C 1/4 CORNER SECTION 9 T8S, R66W, 6TH P.M. WITH 3" BRASS CAP FLUSH IN ROCK STAMPED "PLS 28656"

N00°29'10"W 1331.45' — EAST LINE SE 1/4 NW 1/4 OF SEC. 9

S00°22'00"E 1309.83' (R)

S00°22'07"E 1309.92'

LOT 25 CASTLEWOOD NORTH REC. NO. 153352

LOT 13 CASTLEWOOD REC. NO. 152090

SE 1/4, NW 1/4 SEC. 9, T.8S., R.66W., SIXTH P.M.

SW 1/4, NW 1/4 SEC. 9, T.8S., R.66W., SIXTH P.M.

S 1/2, NE 1/4 SEC. 8, T.8S., R.66W., SIXTH P.M.

MITCHELL STREET (90' WIDE PUBLIC ROW) REC NO. 2006064806

FOUNDERS VILLAGE FILING NO. 24 REC. NO. 2006064806

EDGE CLIFF ST.

LEGEND

- SANITARY MANHOLE
- SANITARY UNDERGROUND
- RIPRAP
- STORM BOX CULVERT
- STORM LINE UNDERGROUND
- STORM INLET
- STORM FES
- STORM MANHOLE
- WATER FIRE HYDRANT
- WATER LINE UNDERGROUND
- WATER MANHOLE
- WATER VALVE
- ELECTRIC MH
- ELECTRIC PEDESTAL
- ELECTRIC POLE
- ELECTRIC TRANSFORMER
- ELECTRIC UNDERGROUND
- OVERHEAD UTILITY
- GUY WIRE
- LIGHT POLE
- TELEPHONE CABINET
- TELEPHONE LINE UNDERGROUND
- TELEPHONE PEDESTAL
- FIBER OPTIC UNDERGROUND
- FIBER OPTICS PEDESTAL
- FIBER OPTIC VAULT
- GAS LINE UNDERGROUND
- GAS MKR POST
- IRRIGATION CONTROL BOX
- CONDUIT
- VENT PIPE
- MISC
- EX CONT–MJR
- EX CONT–MNR
- BUSH DECIDUOUS
- TREE CONIFER
- TREE DECIDUOUS
- TREELINE
- TREELINE OBSCURED
- FENCE POST
- FENCE
- GATE
- METAL POST
- WOOD POST
- HANDICAP RAMP
- SIDEWALK
- SHORE LINE
- TRAFFIC SIGNAL
- EDGE ASPHALT
- EDGE CONCRETE
- EDGE ROAD
- SHOULDER
- TRAIL
- CURB LIP OF GUTTER
- CURB TOP BACK
- FLOWLINE
- CURB TOP FACE
- CHASE
- DITCH FLOWLINE
- PAN
- PAN FLOWLINE
- LINEMARKING WHITE STRIPE DASHED
- LINEMARKING WHITE STRIPE SOLID
- LINEMARKING YELLOW STRIPE SOLID
- DELINEATOR
- PARKING STALLS
- SIGN
- BUILDING
- BUILDING OVERHANG–EAVE
- DECK
- WALL
- TOE OF SLOPE
- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL ROAD

TYPICAL: TOP BACK OF CURB, FLOWLINE, LIP OF GUTTER, SIDEWALK, HANDICAP RAMP

MONUMENT SYMBOL LEGEND

- SECTION CORNER MONUMENT AS DESCRIBED
- SET NO. 5 REBAR WITH 1–1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064"
- 1 RECOVERED NO. 5 REBAR WITH 1–1/2" ALUMINUM CAP STAMPED "SURVCON PLS 30829"
- 2 RECOVERED NO. 5 REBAR WITH 1–1/2" ALUMINUM CAP STAMPED "SURVCON PLS 30829 42.02' W.C."
- 3 RECOVERED NO. 5 REBAR WITH 1–1/2" ALUMINUM CAP STAMPED "SURVCON PLS 30829 34.53' W.C."
- (R) RECORD INFORMATION PER QUITCLAIM DEED RECORDED UNDER REC. NO. 2014010037
- (P) RECORD INFORMATION PER PLAT OF FOUNDERS VILLAGE FILING NO. 24
- ROW RIGHT–OF–WAY
- (TC# XX) TITLE COMMITMENT SCHEDULE B – SECTION 2 EXCEPTION ITEM NUMBERS

FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

SCALE	DWN	DATE
1" = 200'	TP	2018-05-11
	JRW	
	CHD	

DATE	BY	REVISION DESCRIPTION

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ALTA/NSPS LAND TITLE SURVEY
BELLA MESA NORTH
CASTLE ROCK, COLORADO

PREPARED FOR
BELLA MESA METROPOLITAN DISTRICT
P O BOX 5127, GYPSUM, CO 81637

SHEET TWO OF 2 SHEETS

JOB NO. 129818-02

ALTA/NSPS LAND TITLE SURVEY

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, AND ALL OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO

LEGAL DESCRIPTION - AS SURVEYED

A PARCEL OF LAND BEING THE SOUTHWEST QUARTER OF SECTION 4, PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, AND ALL OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WAS ASSUMED TO BEAR NORTH 89°29'00" EAST WITH ALL BEARINGS HEREIN RELATIVE THERETO.

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 4;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTH 89°29'00" EAST, A DISTANCE OF 1315.69 FEET TO THE CENTER–WEST SIXTEENTH CORNER OF SAID SECTION 4;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4, NORTH 89°30'29" EAST, A DISTANCE OF 1315.09 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 4, ALSO BEING A POINT ON THE WEST BOUNDARY OF CASTLEWOOD NORTH, A SUBDIVISION RECORDED UNDER RECEPTION NO. 153352 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER AND ALONG THE WEST LINE OF SAID CASTLEWOOD NORTH, SOUTH 00°22'07"EAST, A DISTANCE OF 1309.77 FEET TO THE CENTER SOUTH SIXTEENTH CORNER OF SAID SECTION 4;

THENCE CONTINUING ALONG SAID WEST LINE OF CASTLEWOOD NORTH AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, SOUTH 00°22'07" EAST, A DISTANCE OF 1309.92 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 9 ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 142, PAGE 212, IN SAID RECORDS;

THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 142, AT PAGE 212, SOUTH 00°35'24" EAST, A DISTANCE OF 1331.27 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 9 ALSO BEING THE NORTHEAST CORNER OF CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, A SUBDIVISION RECORDED AT RECEPTION NO. 2006091502, IN SAID RECORDS;

THENCE ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9 AND ALONG THE NORTH LINE OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 11, AND ALONG THE NORTH LINES OF THE FOLLOWING SUBDIVISIONS: CASTLEWOOD RANCH FILING NO. 2 – PARCEL 1, RECEPTION NO. 2003033136; CASTLEWOOD RANCH FILING NO. 2 – PARCEL 8, RECEPTION NO. 2004043911 AND CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, RECEPTION NO. 2004043913, IN SAID RECORDS, SOUTH 89°45'44" WEST, A DISTANCE OF 2651.14 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTIONS 8 AND 9, ALSO BEING THE NORTHWEST CORNER OF SAID CASTLEWOOD RANCH FILING NO. 2 – PARCEL 9, ALSO BEING A POINT ON THE EAST LINE OF FOUNDERS VILLAGE FILING NO. 24, A SUBDIVISION RECORDED AT RECEPTION NO. 2006064806, IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID FOUNDERS VILLAGE FILING NO. 24 THE FOLLOWING FOUR (4) COURSES:

1) NORTH 78°03'56" WEST, A DISTANCE OF 139.86 FEET;

2) NORTH 82°58'53" WEST, A DISTANCE OF 180.71 FEET;

3) NORTH 00°10'17" EAST, A DISTANCE OF 442.62 FEET;

4) NORTH 89°59'28" WEST, A DISTANCE OF 1007.65 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2006093611, IN SAID RECORDS;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, AND ALONG THE EAST LINE OF SAID PARCEL OF LAND RECORDED AT RECEPTION NO. 2006093611, NORTH 00°30'26" WEST, A DISTANCE OF 816.96 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL "A" IN RECEPTION NO. 2012031487, IN SAID RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES:

1) NORTH 41°07'15" EAST, A DISTANCE OF 1267.41 FEET;

2) NORTH 08°14'03" EAST, A DISTANCE OF 370.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, ALSO BEING THE SOUTHWEST CORNER OF THAT PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, IN SAID RECORDS;

THENCE ALONG THE WEST LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 1175, AT PAGE 932, NORTH 45°28'41" EAST, A DISTANCE OF 604.43 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE ALONG SAID WEST LINE, NORTH 00°08'29" EAST, A DISTANCE OF 883.20 FEET TO THE POINT OF BEGINNING.

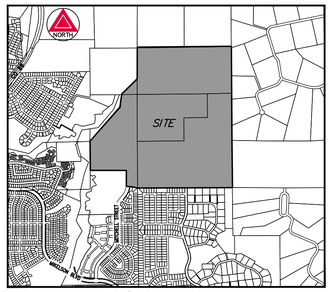
CONTAINING AN AREA OF 293.205 ACRES (12,772,020 SQUARE FEET), MORE OR LESS.

FLOOD ZONE

THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND ZONE A, SPECIAL FLOOD HAZARD AREAS, SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08035C0193G, MAP REVISED MARCH 16, 2016 AND MAP INDEX NO. 08035C0306G, MAP REVISED MARCH 16, 2016. DETERMINATION OF FLOOD ZONE CLASSIFICATION IS DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY.

BASIS OF BEARINGS

THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WAS ASSUMED TO BEAR NORTH 89°29'00" EAST, AND MONUMENTED AS SHOWN HEREON.



VICINITY MAP
SCALE 1" = 2,000'

TITLE COMMITMENT NOTES

COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NO. 454–H0528157–610–ETO, WITH AN EFFECTIVE DATE OF FEBRUARY 22, 2018 AT 7:00 A.M., WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS–OF–WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

ITEM NUMBERS BELOW REFER TO THOSE ITEMS AS LISTED IN SCHEDULE B – SECTION 2 OF SAID TITLE COMMITMENT.

ITEM NUMBERS 1–6 ARE STANDARD EXCEPTIONS NOT TO BE ADDRESSED AS A PART OF THIS SURVEY.

7. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENTS RECORDED AUGUST 30, 1892 IN BOOK P AT PAGE 127; RECORDED MARCH 17, 1888 IN BOOK P AT PAGE 363; RECORDED MAY 2, 1900 IN BOOK 12 AT PAGE 145; RECORDED JUNE 12, 1906 IN BOOK 12 AT PAGE 278; RECORDED JANUARY 9, 1907 IN BOOK 12 AT PAGE 292; RECORDED OCTOBER 14, 1874 IN BOOK X AT PAGE 392 AND RECORDED JUNE 16, 1899 IN BOOK 12 AT PAGE 322. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY. NO DITCHES OR CANALS SPECIFICALLY DESCRIBED OR SEEN DURING THE COURSE OF THIS SURVEY.**

8. THE RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT OR REMOVE HIS ORE SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES THEREBY GRANTED AS RESERVED IN UNITED STATES PATENT RECORDED AUGUST 30, 1892 IN BOOK P AT PAGE 127; RECORDED MARCH 17, 1888 IN BOOK P AT PAGE 363; RECORDED MAY 2, 1900 IN BOOK 12 AT PAGE 145; RECORDED JUNE 12, 1906 IN BOOK 12 AT PAGE 278; RECORDED JANUARY 9, 1907 IN BOOK 12 AT PAGE 292; RECORDED OCTOBER 14, 1874 IN BOOK X AT PAGE 392 AND RECORDED JUNE 16, 1899 IN BOOK 12 AT PAGE 322, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

9. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE WEAVER ANNEXATION RECORDED SEPTEMBER 11, 1985 AT RECEPTION NO. 361813, ANNEXATION AND DEVELOPMENT CONTRACT RECORDED SEPTEMBER 11, 1985 IN BOOK 594 AT PAGE 324, AND RATIFICATION OF ANNEXATION AND DEVELOPMENT CONTRACT RECORDED JULY 19, 1991 IN BOOK 983 AT PAGE 125. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

10. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ANNEXATION CONTRACT RECORDED AUGUST 11, 1981 IN BOOK 419 AT PAGE 88. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

11. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE VILLAGES OF CASTLE ROCK METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 26, 1992 IN BOOK 1031 AT PAGE 332. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

12. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY AS EVIDENCED BY INSTRUMENT RECORDED MAY 6, 1988 IN BOOK 790 AT PAGE 718. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

13. ALL WATER AND WATER RIGHTS AND DITCHES AND DITCH RIGHTS AS RESERVED IN DEED RECORDED AUGUST 2, 1994 IN BOOK 1210 AT PAGE 2377. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY. NO DITCHES OR CANALS SPECIFICALLY DESCRIBED OR SEEN DURING THE COURSE OF THIS SURVEY.**

14. ANY RIGHTS OF INGRESS, EGRESS, OPERATION AND/OR MAINTENANCE AS EVIDENCED BY BILL OF SALE RECORDED AUGUST 02, 1994 IN BOOK 1210 AT PAGE 2379. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY. NO INGRESS OR EGRESS WAS MENTIONED IN THE ABOVE REFERENCED DOCUMENT.**

15. ANY TAX, LIEN, FEE OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CASTLE ROCK FIRE PROTECTION DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 12, 1980 IN BOOK 393 AT PAGE 836 AND RE–RECORDED SEPTEMBER 16, 1980 IN BOOK 394 AT PAGE 93 AND IN INSTRUMENT RECORDED DECEMBER 2, 1996 IN BOOK 684 AT PAGE 477. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT RECORDED IN BOOK 393 AT PAGE 836 AND BOOK 394 AT PAGE 93 FALLS WITHIN THE SUBJECT PROPERTY. THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT RECORDED IN BOOK 684 AT PAGE 477 DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

16. AGREEMENTS BETWEEN THE TOWN OF CASTLE ROCK AND THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 1 RECORDED OCTOBER 1985 IN BOOK 601 AT PAGE 849, JUNE 16, 1986 IN BOOK 646 AT PAGE 375 AND AMENDMENT RECORDED JUNE 16, 1986 IN BOOK 646 AT PAGE 572. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

17. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE WATER FACILITIES ACQUISITION AGREEMENT RECORDED SEPTEMBER 30, 1985 IN BOOK 598 AT PAGE 346, AS AMENDED SEPTEMBER 30, 1985 IN BOOK 598 AT PAGE 368. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

18. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 3.71 AMENDING THE ZONING DISTRICT MAP OF THE TOWN OF CASTEL ROCK RECORDED AUGUST 11, 1981 IN BOOK 419 AT PAGE 189 AND RE–RECORDED AUGUST 13, 1985 IN BOOK 589 AT PAGE 756 AND AMENDMENTS THERETO RECORDED DECEMBER 18, 1986 IN BOOK 688 AT PAGE 579 AND JULY 31, 2006 AT RECEPTION NO. 2006064805. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

19. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE AGREEMENT WITH THE TOWN OF CASTLE ROCK RECORDED OCTOBER 1, 1985 IN BOOK 598 AT PAGE 609. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

TITLE COMMITMENT NOTES-CONTINUED

20. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT RECORDED MAY 27, 1987 IN BOOK 723 AT PAGE 476, AND RECORDED MAY 27, 1987 IN BOOK 723 AT PAGE 495. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

21. THE EFFECT OF THE VILLAGES AT CASTLE ROCK PLANNED UNIT DEVELOPMENT SITE PLAN RECORDED AUGUST 11, 1981 AT RECEPTION NO. 272708; THE VILLAGES AT CASTLE ROCK WEAVER ANNEXATION RECORDED SEPTEMBER 11, 1985 AT RECEPTION NO. 361813; FOUNDERS VILLAGE THE VILLAGES AT CASTLE ROCK PLANNED UNITED DEVELOPMENT PRELIMINARY SITE PLAN RECORDED SEPTEMBER 11, 1985 AT RECEPTION NO. 361815; AND A MAJOR MODIFICATION TO FOUNDER VILLAGE AMENDMENT P.U.D. THE VILLAGES AT CASTLE ROCK PLANNED UNITED DEVELOPMENT PRELIMINARY SITE PLAN RECORDED SEPTEMBER 2, 1994 AT RECEPTION NO. 9446139. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

22. ANY TAX, FEE, LIEN OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE VISTAS AT ROCK CANYON METROPOLITAN DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 8, 2004 AT RECEPTION NO. 2004118809. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

23. THE EFFECT OF FOUNDERS VILLAGE FILING NO. 24 FINAL P.D. SITE PLAN AS RECORDED JUNE 15, 2005 AT RECEPTION NO. 2005053830. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

24. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE MEMORANDUM OF AGREEMENT RECORDED AUGUST 17, 2005 AT RECEPTION NO. 2005077558 AND FIRST AMENDMENT THERETO RECORDED JULY 31, 2006 AT RECEPTION NO. 2006064814. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

25. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE FOUNDERS VILLAGE FILING NO. 24 SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JULY 31, 2006 AT RECEPTION NO. 2006064807 AND FIRST AMENDMENT RECORDED APRIL 30, 2009 AT RECEPTION NO. 2009031298. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

26. TERMS, CONDITIONS, RESTRICTIONS, PROVISIONS, NOTES AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT(S) OF SAID SUBDIVISION SET FORTH BELOW:
RECORDING DATE: JULY 31, 2006
RECORDING NO: RECEPTION NO. 2006064806 AND AFFIDAVIT OF CORRECTION IN CONNECTION THERETO RECORDED OCTOBER 11, 2006 AT RECEPTION NO. 2006087811 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

27. MINERAL RIGHTS AS CONVEYED BY SPECIAL WARRANTY DEED, ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED JANUARY 07, 2013 AT RECEPTION NO. 2013001769, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT DOES NOT FALL WITHIN THE SUBJECT PROPERTY.**

28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF THE LAND IN THE VISTAS AT ROCK CANYON METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT(S) RECORDED DECEMBER 19, 2014 AT RECEPTION NO. 2014074526. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

29. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE BELLA MESA ANNEXATION MAP AS SET FORTH BELOW:
RECORDING DATE: JANUARY 22, 2016
RECORDING NO.: RECEPTION NO. 2016041 49 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN A PORTION OF THE SUBJECT PROPERTY, AS SHOWN HEREON.**

30. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE ORDINANCE NO. 2014–36 AS SET FORTH BELOW:
RECORDING DATE: JANUARY 22, 2016
RECORDING NO.: RECEPTION NO. 2016041 50 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

31. THE EFFECT OF BELLA MESA PLANNED DEVELOPMENT PLAT RECORDED FEBRUARY 11, 2016 AT RECEPTION NO. 2016004151. **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

32. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE BELLA MESA ANNEXATION AND DEVELOPMENT AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: JANUARY 22, 2016
RECORDING NO.: RECEPTION NO. 2016004152 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

33. TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SPECIAL DISTRICT PUBLIC DISCLOSURE AS SET FORTH BELOW:
RECORDING DATE: DECEMBER 19, 2016
RECORDING NO.: RECEPTION NO. 2016093446 **NOT ADDRESSED AS A PART OF THIS SURVEY OTHER THAN TO DETERMINE THAT THE PROPERTY DESCRIBED WITHIN THE ABOVE REFERENCED DOCUMENT FALLS WITHIN THE SUBJECT PROPERTY.**

GENERAL NOTES

1. THE FIELD WORK FOR THIS SURVEY WAS PERFORMED BY AN AZTEC CONSULTANTS, INC. SURVEY CREW AND COMPLETED ON APRIL 24, 2018.
2. PER C.R.S. 38–51–106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY."
3. AS TO TABLE A ITEM NO. 4: THE SURVEYED PARCEL CONTAINS AN AREA OF: 293.205 ACRES (12,772,020 SQUARE FEET), MORE OR LESS.
4. AS TO TABLE A ITEM NO. 11: THIS SURVEY DOES NOT CERTIFY TO SUBSURFACE FEATURES, IMPROVEMENTS, UTILITIES OR BURIED LINES OF ANY TYPE. LOCATION DEPICTED HEREON ARE DERIVED FROM FIELD SURVEY OF UTILITY FLAGGING / PAINT MARKING, PERFORMED BY AZTEC SURVEY AND LOCATING ON APRIL 18, 2018 IN THE PAVED AREAS ONLY, ALL OTHER UTILITIES WERE BASED ON OBSERVED SURFACE EVIDENCE.
5. AS TO TABLE A ITEM NO. 16: THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
6. AS TO TABLE A ITEM NO. 18: THERE WAS NO FIELD DELINEATION OF WETLANDS AT THE TIME OF THIS SURVEY.
7. AS TO TABLE A ITEM NO. 19: ANY PLOTTABLE OFFSITE EASEMENTS THAT WERE PROVIDED WITHIN THE TITLE COMMITMENT REFERENCED HEREIN ARE SHOWN HEREON.
8. THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO DEDICATED PUBLIC STREETS.
9. THE PROPERTY DEPICTED HEREON IS A PART OF THE PROPERTY DESCRIBED IN COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT NO. 454–H0528157–610–ETO, WITH AN EFFECTIVE DATE OF FEBRUARY 22, 2018 AT 7:00 A.M., AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY
10. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF COLORADO.
11. NO BUILDINGS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME OF THIS SURVEY.
12. AERIAL MAPPING WAS PROVIDED BY SYNERGY MAPPING ON APRIL 4, 2018. AERIAL MAPPING WAS PREPARED BY PHOTOGRAMMETRIC METHODS AND CONFORMS TO THE ASPRS STANDARDS OF 1990.

SURVEYOR'S STATEMENT

TO: FOURTH INVESTMENT USA, LLC, A COLORADO LIMITED LIABILITY COMPANY
HERITAGE TITLE COMPANY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 7, 8, 11, 16, 18, 19 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 24, 2018.

DATE OF PLAT OR MAP: 05/17/2018

DEREK S. BROWN, PLS NO. 38064
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

FOR REVIEW

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS ALTA WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY AT _____M. ON THE _____ DAY OF _____, 20__,

RECEPTION NO._____.

DOUGLAS COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

SCALE N.T.S.
DES JRW
DWN TP
DATE 2018-05-11

DATE	BY	REVISION DESCRIPTION

AZTEC CONSULTANTS, INC.
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ALTA/NSPS LAND TITLE SURVEY
BELLA MESA NORTH
CASTLE ROCK, COLORADO

PREPARED FOR
BELLA MESA METROPOLITAN DISTRICT
P O BOX 5127, GYPSUM, CO 81637

SHEET ONE OF 2 SHEETS

JOB NO. 129818-02

Record documents cited in the opinion statement of

Colorado Land & Mineral Company, LLC

Regarding the land holdings in Town of Castle Rock, Douglas County, Colorado

1. United States Patent to Frank A. Spicer recorded in Book 12 at Page 470, (document 1 hereinafter) affecting the Northeast Quarter of the Southeast Quarter of Section 5 reserves "all of the coal and other minerals" to the United States. Note: There is an Oil and Gas Lease from the United State of America to The Anschutz Corporation, Inc. recorded in Book 204 at Page 340 (document 2 hereinafter). Overriding Royalty Assignments were recorded in Book 209 at Page 390 and in Book 224 at Page 223.(documents 3 hereinafter) Deeds were recorded at Reception Nos. 2006044564 and 2013001769.

2. Warranty Deed to Carl Rennert recorded in Book 528 at Page 859 (document 4 hereinafter), affecting the North Half of the Southwest Quarter of Section 4 and the Northeast Quarter of the Southeast Quarter of Section 5 contains a reverter clause for one-half of the mineral rights. However this reverter may have merged back into the fee title by reason of the Quit Claim Deed recorded in Book 1138 at Page 535 (document 5 hereinafter).

3. Warranty Deed recorded in Book 1175 at Page 932 (document 6 hereinafter) affecting part of the North Half of the Southwest Quarter of Section 4 and part of the Northeast Quarter of the Southeast Quarter of Section 5 contains the language "together with one-half of all mineral rights owned by the seller" which good be construed as reserving one-half of the mineral rights to the seller. Note: Coal and mineral rights where previously severed in the United States Patent recorded in Book 12 at Page 470 affecting the Northeast Quarter of the Southeast Quarter of Section 5. (document 1 hereinafter)

ALTA/NSPS LAND TITLE SURVEY

Lands Affected by Possible Mineral Rights Transfers

N 0' 100' 200' 400' SCALE: 1" = 200'

POINT OF BEGINNING

N89°29'00"E 1315.69' — NORTH LINE NW 1/4 SW 1/4 OF SEC. 4 (BASIS OF BEARINGS)

N89°30'29"E 1315.09' — NORTH LINE NE 1/4 SW 1/4 OF SEC. 4

W 1/4 CORNER SECTION 4 T8S, R66W, 6TH P.M. RECOVERED BROKEN ROCK CAP STEM IN ROCK OUTCROP

CW 1/16 CORNER SECTION 4 T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "PLS 17669"

C 1/4 CORNER SECTION 4 T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "PLS 30529"

NORTHERN LIMITS OF BELLA MESA ANNEXATION MAP REC. NO. 2016004149 (TC# 29)

EASTERN LIMITS OF BELLA MESA ANNEXATION MAP REC. NO. 2016004149 (TC# 29)

LIMITS OF "ZONE A" PER F.I.R.M. 08035C0193G

N00°30'26"W 2683.90'

NW 1/4, SW 1/4 SEC. 4, T.8S., R.66W., SIXTH P.M.

NE 1/4, SW 1/4 SEC. 4, T.8S., R.66W., SIXTH P.M.

EAST LINE NE 1/4 SW 1/4 OF SEC. 4 — S00°22'07"E 1309.77'

LOT 28 CASTLEWOOD NORTH REC. NO. 153352

LOT 27 CASTLEWOOD NORTH REC. NO. 153352

LOT 26 CASTLEWOOD NORTH REC. NO. 153352

NO MONUMENT AT ACTUAL CORNER

NE 1/4, SE 1/4 SEC. 5, T.8S., R.66W., SIXTH P.M.

WESTERN LIMITS OF BELLA MESA ANNEXATION MAP REC. NO. 2016004149 (TC# 29)

SOUTHERN LIMITS OF BELLA MESA ANNEXATION MAP REC. NO. 2016004149 (TC# 29)

NE'ERLY 598'± (R)

N45°28'41"E 604.43'

BOOK 1175 PAGE 932

415.75'(R)

1298.95'

430.00'(R)

7" WITNESS CORNER RECOVERED NO. 6 REBAR WITH 3" BRASS CAP FLUSH ON A BOULDER STAMPED "1986 PLS 22100\"

C-S 1/16 CORNER SECTION 4 T8S, R66W, 6TH P.M.

N08°17'08"E 370.00' (R)

N08°14'03"E 370.00'

UNPLATTED REC. NO. 2012031487 PARCEL A

S00°08'29"W 2592.90'

WEST LINE SW 1/4 OF SEC. 4

SW 1/4, SW 1/4 SEC. 4, T.8S., R.66W., SIXTH P.M.

SE 1/4, SW 1/4 SEC. 4, T.8S., R.66W., SIXTH P.M.

PARCEL CONTAINS 12,772,020 (SQ.FT.) 293.205 ACRES MORE OR LESS

DIRT ROAD/TRAIL (TYP.) (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

SE 1/4, SE 1/4 SEC. 5, T.8S., R.66W., SIXTH P.M.

N41°07'17"E 1267.41' (R)

N41°07'15"E 1267.41'

SINGLE TRACK TRAIL (TYP.) (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

SOUTH LINE SE 1/4 SE 1/4 OF SEC. 5 — S88°41'16"W 1313.57'

N89°58'10"E 2653.94' — SOUTH LINE SW 1/4 OF SEC. 4

E 1/16 CORNER SECTION 8 & 5, T8S, R66W, 6TH P.M. RECOVERED STONE MOUND WITH 3-1/4" ALUMINUM CAP STAMPED "JR ENGINEERING 1990 RLS 10377"

NE COR SECTION 8 T8S, R66W, 6TH P.M. RECOVERED 1" AXLE

N 1/4 CORNER SECTION 9 T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "PLS 28656"

OVERHEAD UTILITY WITHIN PROPERTY (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

EMPTY CONDUIT BOX

UNPLATTED REC. NO. 2006093611

NE 1/4, NE 1/4 SEC. 8, T.8S., R.66W., SIXTH P.M.

N00°30'26"W 816.96'

NW 1/4, NW 1/4 SEC. 9, T.8S., R.66W., SIXTH P.M.

NE 1/4, NW 1/4 SEC. 9, T.8S., R.66W., SIXTH P.M.

EAST LINE NE 1/4 NW 1/4 OF SEC. 9 — S00°35'24"E 1331.27' — S00°38'06"E 1330.42' (R)

UNPLATTED BOOK 142 PAGE 212

STORM STRUCTURE

RIP RAP

UTILIZED ASPHALT ROAD (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

EMPTY CONDUIT BOX

BIRDHOUSE ON T-POST

MISC. CUT CABLES

N89°59'28"W 1007.65'

N90°00'00"W 1007.74' (P)

N00°42'23"W 1340.89' — EAST LINE NE 1/4 NE 1/4 OF SEC. 8

POND AREA (NO EASEMENT WAS PROVIDED TO SURVEYOR OF RECORD FOR THIS USE)

STORM FES

N00°10'17"E 442.62'

N00°09'45"E 442.62' (P)

N 1/16 COR SECTION 8 & 9, T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 2-1/2" ALUMINUM CAP STAMPED "1995 PLS 28656"

SIGN: NO OUTLET / STOP SIGN / SIGN: PEDESTRIAN CROSSING

WOOD FENCE

TRACT T

WEST LINE NE 1/4 NE 1/4 OF SEC. 8 — S00°30'26"E 1337.78'

NE 1/16 COR SECTION 8, T8S, R66W, 6TH P.M. RECOVERED NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "1990 PLS 10377"

S88°49'31"W 1318.18' — SOUTH LINE NE 1/4 NE 1/4 OF SEC. 8

N82°58'53"W 180.71'

N82°59'25"W 180.71' (P)

N78°03'56"W 139.86'

N78°04'28"W 139.86' (P)

CASTLEWOOD RANCH F2-PAR. 9 REC. NO. 2004043913

CASTLEWOOD RANCH F2-PAR. 8 REC. NO. 2004043911

CASTLEWOOD RANCH F2-PAR. 11 REC. NO. 2006091502

S89°45'44"W 2651.14'

S89°44'37"W 2652.14' (R)

SOUTH LINE N 1/2 NW 1/4 OF SEC. 9

C-N 1/16 CORNER SECTION 9 T8S, R66W, 6TH P.M.

8" WITNESS CORNER RECOVERED 3" ALUMINUM CAP FLUSH IN ROCK STAMPED "2017 PLS 35597 WC 8.0 \"

C 1/4 CORNER SECTION 9 T8S, R66W, 6TH P.M. WITH 3" BRASS CAP FLUSH IN ROCK STAMPED "PLS 28656"

N00°29'10"W 1331.45' — EAST LINE SE 1/4 NW 1/4 OF SEC. 9

S00°22'00"E 1309.83' (R)

S00°22'07"E 1309.92'

LOT 25 CASTLEWOOD NORTH REC. NO. 153352

LOT 13 CASTLEWOOD REC. NO. 152090

SE 1/4, NW 1/4 SEC. 9, T.8S., R.66W., SIXTH P.M.

SW 1/4, NW 1/4 SEC. 9, T.8S., R.66W., SIXTH P.M.

S 1/2, NE 1/4 SEC. 8, T.8S., R.66W., SIXTH P.M.

MITCHELL STREET (90' WIDE PUBLIC ROW) REC NO. 2006064806

FOUNDERS VILLAGE FILING NO. 24 REC. NO. 2006064806

EDGE CLIFF ST.

LEGEND

- SANITARY MANHOLE
- SANITARY UNDERGROUND
- RIPRAP
- STORM BOX CULVERT
- STORM LINE UNDERGROUND
- STORM INLET
- STORM FES
- STORM MANHOLE
- WATER FIRE HYDRANT
- WATER LINE UNDERGROUND
- WATER MANHOLE
- WATER VALVE
- ELECTRIC MH
- ELECTRIC PEDESTAL
- ELECTRIC POLE
- ELECTRIC TRANSFORMER
- ELECTRIC UNDERGROUND
- OVERHEAD UTILITY
- GUY WIRE
- LIGHT POLE
- TELEPHONE CABINET
- TELEPHONE LINE UNDERGROUND
- TELEPHONE PEDESTAL
- FIBER OPTIC UNDERGROUND
- FIBER OPTICS PEDESTAL
- FIBER OPTIC VAULT
- GAS LINE UNDERGROUND
- GAS MKR POST
- IRRIGATION CONTROL BOX
- CONDUIT
- VENT PIPE
- MISC
- EX CONT–MJR
- EX CONT–MNR
- BUSH DECIDUOUS
- TREE CONIFER
- TREE DECIDUOUS
- TREELINE
- TREELINE OBSCURED
- FENCE POST
- FENCE
- GATE
- METAL POST
- WOOD POST
- HANDICAP RAMP
- SIDEWALK
- SHORE LINE
- TRAFFIC SIGNAL
- EDGE ASPHALT
- EDGE CONCRETE
- EDGE ROAD
- SHOULDER
- TRAIL
- CURB LIP OF GUTTER
- CURB TOP BACK
- FLOWLINE
- CURB TOP FACE
- CHASE
- DITCH FLOWLINE
- PAN
- PAN FLOWLINE
- LINEMARKING WHITE STRIPE DASHED
- LINEMARKING WHITE STRIPE SOLID
- LINEMARKING YELLOW STRIPE SOLID
- DELINEATOR
- PARKING STALLS
- SIGN
- BUILDING
- BUILDING OVERHANG–EAVE
- DECK
- WALL
- TOE OF SLOPE
- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL ROAD

TYPICAL: TOP BACK OF CURB, FLOWLINE, LIP OF GUTTER, SIDEWALK, HANDICAP RAMP

MONUMENT SYMBOL LEGEND

- SECTION CORNER MONUMENT AS DESCRIBED
- SET NO. 5 REBAR WITH 1–1/4" ORANGE PLASTIC CAP STAMPED "AZTEC PLS 38064"
- 1 RECOVERED NO. 5 REBAR WITH 1–1/2" ALUMINUM CAP STAMPED "SURVCON PLS 30829"
- 2 RECOVERED NO. 5 REBAR WITH 1–1/2" ALUMINUM CAP STAMPED "SURVCON PLS 30829 42.02' W.C."
- 3 RECOVERED NO. 5 REBAR WITH 1–1/2" ALUMINUM CAP STAMPED "SURVCON PLS 30829 34.53' W.C."
- (R) RECORD INFORMATION PER QUITCLAIM DEED RECORDED UNDER REC. NO. 2014010037
- (P) RECORD INFORMATION PER PLAT OF FOUNDERS VILLAGE FILING NO. 24
- ROW RIGHT–OF–WAY
- (TC# XX) TITLE COMMITMENT SCHEDULE B – SECTION 2 EXCEPTION ITEM NUMBERS

FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

SCALE	DWN	DATE
1" = 200'	TP	2018-05-11
	JRW	
	CHD	

DATE	BY	REVISION DESCRIPTION

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY
BELLA MESA NORTH
CASTLE ROCK, COLORADO

PREPARED FOR
BELLA MESA METROPOLITAN DISTRICT
P O BOX 5127, GYPSUM, CO 81637

SHEET TWO OF 2 SHEETS

JOB NO. 129818-02

1. United States Patent to Frank A. Spicer recorded **in Book 12 at Page 470**, affecting the ***Northeast Quarter of the Southeast Quarter of Section 5*** reserves "all of the coal and other minerals" to the United States

Gen. D. Barnard & Co., Printers and Stationers, St. Louis.

UNITED STATES OF AMERICA,
David McMurdo

This Patent was filed for record at 4 o'clock P M.
30 Nov 1883
Harry Jones
Recorder.

Certificate No. 4033

The United States of America.

To all to Whom these Presents shall Come---Greeting:

Whereas, David McMurdo of Douglas County Colorado has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office, at Denver Colorado whereby it appears that full payment has been made by the said David McMurdo according to the provisions of the Act of Congress of the 24th of April, 1820, entitled, "An Act Making Further Provision for the Sale of the Public Lands," and the acts supplemental thereto, for the south west quarter of the south east quarter of section five and the west half of the north east quarter and the north west quarter of the south east quarter of section eight in township eight south of range sixty six west of the Sixth Principal Meridian in Colorado Containing one hundred and sixty acres

according to the official plat of the Survey of the said lands returned to the General Land Office by the Surveyor General, which said tract has been purchased by the said David McMurdo

Now, Know Ye, That the United States of America in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said David McMurdo and to his heirs, the said tract above described; To have and to hold the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging, unto the said David McMurdo and to his heirs and assigns, forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Grover Cleveland President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed. Given under my hand at the City of Washington, the twentieth day of March, in the year of our Lord one thousand eight hundred and eighty eight and of the Independence of the United States the one hundred and Twelfth

Land Office Seal

BY THE PRESIDENT: Grover Cleveland

By M McKean Secretary.

Robt N Roos
Recorder of the General Land Office.

Recorded Vol 8, Page 454

2. Note: There is an Oil and Gas Lease from the United State of America to The Anschutz Corporation, Inc. recorded in **Book 204 at Page 340**.

340

RECORDED AT 9:00 O'CLOCK A M. MAY 19 1970

RECEPTION NO. 136979 Ca Bressett RECORDER

BOOK 204 PAGE 340

Form 3128-3
Tenth Edition
(September 1966)
(formerly 4-1158)

APR 16 1970

Form approved.
Budget Bureau No. 42-R990.4.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office .....

Serial No. C-10827

Fill in on typewriter or print plainly in ink and sign in ink.

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive Public Domain Lease)

The undersigned hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the Act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

1. Mr. / Mrs. / Miss The Anschutz Corporation, Inc.
(First Name, Middle Initial, Last Name)

Please notify the signing officer of any change of address.

1110 Denver Club Building
(Number and Street)

Denver, Colorado 80202
(City and State)

2. Land requested: State Colorado County Douglas T. : R. : Meridian

Township 8 South, Range 66 West
Section 5: NE¼SE¼
Section 26: SE¼NE¼

Total Area 80.00 Acres

3. Land included in lease: State County T. : R. : Meridian

CLAIMS LIMITED BY USGS

This Lease Embraces the Land and the Land Described in Item 2.

(*Offeror does not fill in this block*) Total Area Acres Rental retained $

4. Amount remitted: Filing fee $10, Rental $ 40.00, Total $ 50.00

5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States, Native born ..... Naturalized ..... Corporation or other legal entity (specify what kind): Corporation of the State of Kansas

(b) Offeror's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options, offers to lease and leases in the same State, or 300,000 chargeable acres in leases, offers to lease and options in each leasing district in Alaska. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 3103.2. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions, all lands covered by protracted surveys by appropriate subdivisions thereof, or all unsurveyed lands not covered by protracted surveys by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror ☒ is ☐ is not the sole party in interest in this offer and lease, if issued. (*If not the sole party in interest, statements should be filed as prescribed in Item 6 of the Special Instructions.*)

7. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field.

8. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

9. It is hereby certified that the statements made herein are complete and correct to the best of offeror's knowledge and belief and are made in good faith.

Offeror duly executed this instrument this 6th day of April, 19 70

ATTEST: THE ANSCHUTZ CORPORATION, INC.

Gail L. Thyfault, Assistant Secretary (Lessee's signature) W. W. Wakefield, Vice President (Lessee's signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

"THIS LEASE IS SUBJECT TO THE DETERMINATION BY THE GEOLOGICAL SURVEY AS TO WHETHER THE LANDS HEREIN DESCRIBED WERE ON A KNOWN GEOLOGIC STRUCTURE OF A PRODUCING OIL OR GAS FIELD AS OF THE DATE OF SIGNING HEREOF BY THE AUTHORIZED OFFICER."

THE UNITED STATES OF AMERICA

By Lola M. Clark (Signing officer)

SUPERVISORY ADJUDICATOR
BRANCH OF MINERALS

APR 16 1970 (Date)

Effective date of lease MAY 1 1970

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS.

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 3124.1(a).

LEASE

C-3256-K

LEASE TERMS

SECTION 1. *Rights of lessee.*—The lessee is granted the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits except helium gas, in the lands leased, together with the right to construct and maintain thereupon, all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipelines, reservoirs, tanks, pumping stations, or other structures necessary to the full enjoyment thereof, for a period of 10 years, and so long thereafter as oil or gas is produced in paying quantities; [illegible] the Interior, the provisions of said agreement to govern the lands [illegible] with the terms of this lease.

SEC. 2. The lessee agrees:

(a) *Bonds.*—(1) To file any bond required by this lease and the current [illegible]

[illegible]

therefrom, and the amount used for production purposes or unavoidably lost; a plat showing development work and improvements on the leased lands; and a report with respect to stockholders, investments, depreciation and costs.

(h) *Well records.*—To keep a daily drilling record, a log, and complete information on all well surveys and tests in form acceptable to or prescribed by the lessor of all wells drilled on the leased lands, and an acceptable record of all subsurface investigations affecting said lands, and to furnish them, or copies thereof, to the lessor when required. All information obtained under this paragraph, upon the request of lessee, shall not be open to inspection by the public until the expiration of the lease.

(i) *Inspection.*—To keep open at all reasonable times for the inspection of any duly authorized officer of the Department the leased premises and all wells, improvements, machinery, and fixtures thereon and all books, accounts, maps and records relative to operations and surveys or investigations on the leased lands or under the lease. All information obtained pursuant to any such inspection, upon the request of the lessee, shall not be open to inspection by the public until the expiration of the lease.

(j) *Diligence, prevention of waste, health and safety of workmen.*—To exercise reasonable diligence in drilling and producing the wells herein provided [illegible]

[illegible]

and timber growth thereon, (2) polluting the waters of reservoirs, springs, streams or wells, (3) damaging crops, including forage, timber, or improvements of a surface owner, or (4) damaging range improvements whether owned by the United States or by its grazing permittees or lessees, and upon conclusion of operations, so far as can reasonably be done, to restore the surface to its former condition. The lessor may prescribe the steps to be taken and restoration to be made with respect to lands of the United States and improvements thereon.

(r) *Overriding royalties.*—Not to create overriding royalties in excess of five percent except as otherwise authorized by the regulations.

(s) *Deliver premises in cases of forfeiture.*—To deliver up to the lessor in good order and condition the land leased including all improvements which are necessary for the preservation of producing wells.

SEC. 3. The lessor reserves:

(a) *Easements and rights-of-way.*—The right to permit for joint or several use easements or rights-of-way, including easements in tunnels upon, through, or in the lands leased, occupied, or used [illegible]

[illegible]

[illegible] *Protection of surface, natural resources and improvements.*—To take such reasonable steps as may be needed to prevent operations from unnecessarily [illegible]

[illegible] Code, relating to contracts, enter into and form a part of this lease [illegible]

INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. [illegible] offer must be filed in [illegible] typewritten or printed plainly in ink and [illegible] signed in ink.

2. [illegible] the United States in disposals of such [illegible] for the purpose of mining, extracting, removing and disposing [illegible] deposits except helium. This form should not be used in offering [illegible] lands or lands on a known geologic structure of a producing [illegible] field.

3. Offers may be made by individuals 21 years of age or older who [illegible] of the United States and by corporations, partnerships or associations [illegible]

4. The offer must be prepared in quintuplicate and filed in the proper [illegible] The term "filed" means the actual receipt of the offer in the [illegible] office. If the land is in a State for which there is no land office, [illegible] filed with the Bureau of Land Management, Department of [the] Interior, Washington, D.C. 20240. (See 43 CFR 3123.1(b)).

5. If additional space is needed in furnishing any of the required information [it] should be prepared on additional sheets, initialed and attached and made part of [the] offer to lease, such additional sheets to be attached to each copy of [the] lease submitted.

6. If any of the land described in item 2 of the offer is open to oil and gas [leasing] when the offer is filed but is omitted from the lease for any [reason and] thereafter becomes available for leasing to the offeror, the original [lease] will be amended to include the omitted land, unless, before the issuance of the amendment on Form 3120-4, the land office receives the withdrawal of [the offer] as to such land or an election to receive a separate lease to be dated [in accord]ance with 43 CFR 3123.2, in which case such separate lease will be [issued]. If the lease is amended the rental charged and the lease term will be [the same] as though the added land had been included in the original lease when it was issued.

7. As an incident to the assignment of the whole interest in all or any part of the lease, the lessee may assign the whole interest in all or any part of the offer. As an incident to the assignment of an undivided fractional interest in the whole lease, the lessee may assign an undivided fractional interest in the whole offer. Applications for approval of assignments of an offer must [include a] statement that the assignee agrees to be bound by the offer to the extent it is to be issued and must be issued by the assignee. In other respects [the requirements] of the offer will not be required prior to the issuance of a lease for the lands or deposits covered by such assignments.

8. The offer will be rejected and returned to the offeror and will afford the applicant no priority if not filed in accordance with the appropriate regulations.

B. SPECIAL INSTRUCTIONS[1]

Item 2.—Total area of land requested should be shown in acres in space provided at bottom of Item 2. That area, except where the rule of approximation applies, must not exceed 2,560 acres or be less than 640 acres or the equivalent of a section except as provided in 43 CFR 3123.1(a). All of the land must be within a 6-mile square or an area of 6 surveyed sections in length or width. The description of surveyed and unsurveyed lands, or lands covered by protracted surveys must conform to the provisions of 43 CFR 3123.2.

Item 3.—This space is not to be filled in. When lease is issued this space will contain the identification of the leased area and total acres.

Item 4.—The total amount remitted should include a $10 filing fee and the first year's rental of the land requested at the rate of 50 cents an acre or fraction thereof, any fraction being counted as an additional acre. The $10 filing fee is retained as a service charge, even in those cases where the offer to lease is completely rejected. In order to protect the offeror's priorities with respect to the land requested, it is important that the rental payment submitted with the offer be sufficient to cover all the land requested at the rate of 50 cents an acre or fraction thereof. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental may be submitted for the purpose of the offer on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn in whole or in part before a lease is issued or if the offer is rejected in whole or in part, the rental remitted for the parts withdrawn or rejected will be returned.

Item 5 (a).—Offeror will indicate whether a citizen by birth or naturalization. If production is obtained under this lease or allocated to it, the citizenship status of the lessee will be verified.

If offeror is an unincorporated association (including a partnership), the offer must be accompanied by a statement giving the same, showing as to citizenship and holdings of its members as required of an individual.

If offeror is a corporation it must submit a statement containing the following information: the State in which it is incorporated; that it is authorized to hold oil and gas leases and that the officer executing the lease is authorized to act on behalf of the corporation in such matters; the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. Where such ownership is over 10 percent, additional information may be required by the Bureau before the lease is issued or when production is obtained. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder a separate showing of his citizenship and holdings must be furnished. Where such material has been previously filed a reference by serial number to the record in which it has been filed, together with a statement of any amendments, will be accepted.

Item 5 (b).—Acreage included in optional leases and leases subject to certain development contract approved by the Secretary under authority of Section 17(b) is not chargeable.

Item 5 (c).—Whenever applicable the stipulations referred to will be made a part of this lease and will be furnished the lessee with the lease when issued. The forms covering them with a brief description are as follows: [illegible] Stipulations for lands where the surface control is under the jurisdiction of the Department of Agriculture; 3109-3 Lands potentially irrigable, lands within the flow limits of a reservoir site, lands within the drainage area of a constructed reservoir; 3109-4 Lands withdrawn for power purposes; and 3109-5 Wildlife Refuge, Game Range, and Coordination Lands. Whenever other stipulations are necessary, lessee will be required to agree to them before the issuance of the lease.

Item 5 (d).—If there are settlers, attach a sheet giving the name and post office address of each and description of the lands claimed by each, and bounds of protracted surveys and approximate legal subdivisions.

Item 6.—Offeror must indicate whether or not he is the sole party in interest in this offer and the lease, if issued. If not the sole party in interest, the offeror must submit at the time the offer is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the offer, a separate statement must be signed by them and the offeror, setting forth the nature and extent of the interest of each, the nature of the agreement between them if oral, and a copy of the agreement if written. Such separate statement and written agreement, if any, must be filed within 15 days after the filing of the lease offer. All interested parties must furnish evidence of their qualifications to hold such lease interests.

[1] Items numbered according to number on offer form.

3. Overriding Royalty Assignments were recorded in **Book 209 at Page 390** and in **Book 224 at Page 223**. Deeds were recorded at Reception Nos. 2006044564 and 2013001769.

390

Mad Co RECORDED AT 9:00 O'CLOCK A M. SEP 21 1970 Douglas Co
RECEPTION NO. 138141 C.A. Wescott RECORDER

BOOK 209 PAGE 390

OVERRIDING ROYALTY ASSIGNMENT

THE ANSCHUTZ CORPORATION, INC., 1110 Denver Club Building, Denver, Colorado, hereinafter called ASSIGNOR, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto the following named parties the interest set out opposite their names, of all oil and/or gas produced saved and sold from the oil and gas leasehold estates, and any extensions or renewals thereof, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

The Madison Company 1430 Security Life Building Denver, Colorado 80202	an undivided 1/2 of 1% of 8/8ths ($\frac{1}{2}$%)
MILES A. WILLIAMS 2608 South Allison Street Lakewood, Colorado 80227	an undivided 1/4th of 1% of 8/8ths ($\frac{1}{4}$%)
DON KRETSCH 20 South Dudley Lakewood, Colorado	an undivided 1/4th of 1% of 8/8ths ($\frac{1}{4}$%)

It is the intention of this instrument to assign an interest commonly known as an overriding royalty interest, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

It is understood by the parties hereto that said overriding royalty shall be subject to proportionate reduction if the said leases cover less than the full and entire mineral estate in the leased premises.

This instrument executed this 2 day of Sept 1970.

ATTEST: THE ANSCHUTZ CORPORATION, INC.

By Gail L. Thyfault
Asst. Secretary

By Philip F. Anschutz
President

STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED, that on this 2nd day of September 1970 before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came Philip F. Anschutz, President of The Anschutz Corporation, Inc., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 2/3/73

Phyllis E. Rotolo
Notary Public

Assignment #4 under Letter Agreement dated 6/19/70 w/The Madison Company
Assignment #2 under Letter Agreement dated 6/19/70 w/Miles A. Williams
Assignment #2 under Letter Agreement dated 6/19/70 w/Don Kretsch

RECORDED AT 9.00 O'CLOCK A M. NOV 26 1971

RECEPTION NO. 146447 CARROLL HIER RECORDER BOOK 224 PAGE 223

OVERRIDING ROYALTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

The Anschutz Corporation, Inc., 1110 Denver Club Building, Denver, Colorado, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Steven L. Rose, 515 South Olive, Los Angeles, California 90013, an undivided 1% of 8/8ths of all oil and/or gas produced, saved and sold from the oil and gas leasehold estate with respect to the leases set out on Exhibit "A" attached hereto and made a part hereof.

It is the intention of this instrument to assign an interest commonly known as an overriding royalty interest, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production to which it pertains.

It is understood by the parties hereto that said overriding royalty shall be subject to proportionate reduction if the said leases cover less than the full and entire mineral estate in the leased premises.

It is expressly understood that Assignor, its successors or assigns shall have the right, as to all or any part of the above described lands to enter into a cooperative or unit plan of development or operation, or any other plan for the conservation of oil or gas in a single pool or area or other agreements relating to the development of and production from said land in such a manner and form as Assignor shall deem proper, and from time to time to modify, change or to terminate any such plan, or plans, or agreements. By acceptance hereof, Assignee does hereby expressly ratify and approve all such plans and agreements which may be so entered into by Assignor. In the event that the above described lands, or any part thereof, or any formations or horizons thereof shall be hereafter operated under any such cooperative or unit plan or development or operation whereby the production therefrom is allocated to different portions of the lands covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the overriding royalty payments to be made to Assignee under the provisions hereof, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land and the overriding royalty payments to be made hereunder to the Assignee shall be based upon the production only as so allocated.

This assignment is made without covenants of warranty, either expressed or implied, but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This assignment is effective November 1st, 1971.

This instrument executed this 1st day of November, 1971.

ATTEST: THE ANSCHUTZ CORPORATION, INC.

By _____ By _____

Dallas Tryhall, Secretary-Treasurer Philip F. Anschutz, President

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

BE IT REMEMBERED that on this day, the 1st of November 1971, before me, the undersigned, a Notary Public, duly commissioned in and for the County and State aforesaid, came Philip Anschutz, President of THE ANSCHUTZ CORPORATION, INC., personally known to me to be such an officer and to be the same person whoexecuted as such an officer the foregoing instrument of writing on behalf of said corporation, and he duly acknowledged the execution of same for himself and for said corporation, for the purposes and uses therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on day and year last above written.

By Dorothy M. Staigers
Dorothy M. Staigers Notary Public

My commission expires: September 28, 1974

4. Warranty Deed to Carl Rennert recorded in Book 528 at Page 859 , affecting the North Half of the Southwest Quarter of Section 4 and the Northeast Quarter of the Southeast Quarter of Section 5 contains a reverter clause for one-half of the mineral rights.

Filed for record the.....day of....., A. D. 19....., at.....o'clock.....M. 331235 RECORDER.
Reception No..... By..... DEPUTY.
BOOK 598 PAGE 259

GRAIN COUNTY
FILING STAMP
$16.00
JUL 9 4 07 PM '84

State Documentary Fee
JUL 9 1984
$ 24.00

THIS DEED, Made this 5th day of July 1984, between JOY Y. SCRUGGS, SHEREE J. SCRUGGS, BRETT D. SCRUGGS, AND FORREST W. SCRUGGS, Jr. of the County of Douglas and State of Colorado, of the first part, and CARL RENNERT

whose legal address is 102 Inverness Terrace East, Englewood, CO 80112 of the County of Arapahoe and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ---------- TWO HUNDRED FORTY THOUSAND AND NO/100ths---------- DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and confessed, has bargained, granted, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Douglas and State of Colorado, to-wit:

SEE ATTACHED ADDENDUM FOR COMPLETE LEGAL DESCRIPTION

D.F. $24.00

also known as street and number VACANT LAND

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever. Except taxes and assessments not yet due and payable and easements and restrictions of record, and should owners of subject property ever allow any mining for any type of minerals on subject property for Gas, Oil, etc. then one-half of the mineral rights shall revert back to sellers or heirs of seller herein.

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Joy Y. Scruggs [SEAL]
JOY Y. SCRUGGS

Sheree J. Scruggs [SEAL]
SHEREE J. SCRUGGS

[SEAL]
BRETT D. SCRUGGS

Forrest W. Scruggs Jr. (SEAL)
FORREST W. SCRUGGS, JR.

STATE OF COLORADO
County of Douglas } ss.

The foregoing instrument was acknowledged before me this 5th day of July A.D. 19 84 by Joy Y. Scruggs, Sheree J. Scruggs, Brett D. Scruggs, and Forrest W. Scruggs Jr.

My commission expires 2-21 1988 Witness my hand and official seal.

Anne Tuson
200 Wilcox Castle Rock, CO 80104 Notary Public.

Spec Form 932A. WARRANTY DEED—For Photographic Record—The C. F. Hoeckel Co., Denver 329954

P1003821-2

Unofficial Copy

ADDENDUM FOR WARRANTY DEED DATED
JULY 5, 1984

LEGAL DESCRIPTION

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5; AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, TOGETHER WITH A 60.00 INGRESS AND EGRESS EASEMENT

OVER A PORTION OF LAND LOCATED IN SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 30.00 FEET ON EITHER SIDE OF THE HEREON DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 5;

THENCE NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 5 A DISTANCE OF 131.76 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 40 MINUTES 26 SECONDS EAST A DISTANCE OF 233.96 FEET;

THENCE NORTH 89 DEGREES 19 MINUTES 34 SECONDS WEST A DISTANCE OF 1557.46 FEET TO THE POINT OF TERMINUS WHICH LIES ON THE EASTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 86 WHOSE CORNER BEARS NORTH 67 DEGREES 57 MINUTES 59 SECONDS WEST.

Unofficial Copy

5. However this reverter may have merged back into the fee title by reason of the Quit Claim Deed recorded in Book 1138 at Page 535.

9333063 - 07/21/93 15:41 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1138 - P0535 - $10.00 - D.F. NONE - 1/ 2

3

QUIT CLAIM DEED

RECORDER'S STAMP

DC9333063

THIS DEED, Made this day of June 24, 1993

between
DIANE P. MAHER

of the County of DOUGLAS and State of Colorado, of the first part, and

JOY Y. SCRUGGS, SHEREE J. SCRUGGS, BRETT D. SCRUGGS, AND FORREST W. SCRUGGS, JR.

whose legal address is 2469 Ward Drive, Lakewood, CO 80215
of the County of DOUGLAS and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of $10.00

TEN AND OTHER VALUABLE CONSIDERATION

to the said part(ies) of the first part in hand paid by the said part(ies) of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold conveyed and QUIT CLAIMED, and by these presents do(es) remise, release, sell, convey and QUIT CLAIM unto the said part(ies) of the second part, (their) heirs, successors and assigns, forever, all the right, title, interest, claim and demand which is said part(ies) of the first part ha(s) in and to the following described lot or parcel of land situate, lying and being in the County of DOUGLAS and State of Colorado, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

ALL WATER RIGHTS; ALL MINERAL RIGHTS AS OWNED BY PARTY OF THE FIRST PART.

Unofficial Copy

also known as street and number VACANT LAND

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part(ies) of the first part, either in law or equity, to the only proper use, benefit and behoof of the said part(ies) of the second part, (their) heirs and assigns forever.

IN WITNESS WHEREOF, The said part(ies) of the first part ha(s) hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Diane P. Maher (SEAL)
DIANE P. MAHER

(SEAL)

(SEAL)

STATE OF COLORADO
County of Douglas

The foregoing instrument was acknowledged before me this day of June 24, 1993

,by DIANE P. MAHER

My commission expires July 13, 1995. Witness my hand and official seal.

Patricia D. Benefiel
Notary Public

LAND TITLE GUARANTEE COMPANY
3033 EAST FIRST AVE. #600
DENVER, COLORADO 80206

COMPUTER QUIT CLAIM DEED
Escrow # P1029793 Title# 7875CR.

9333063 - 07/21/93 15:41 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1138 - P0536 - $10.00 - D.F. NONE - 2/ 2

EXHIBIT "A"

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5; AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, ALL IN TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, TOGETHER WITH A 60.00 INGRESS AND EGRESS EASEMENT OVER A PORTION OF LAND LOCATED IN SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING 30.00 FEET ON EITHER SIDE OF THE HEREON DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 5;
THENCE NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST AND ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 5 A DISTANCE OF 131.76 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 40 MINUTES 26 SECONDS EAST A DISTANCE OF 233.96 FEET;
THENCE NORTH 89 DEGREES 19 MINUTES 34 SECONDS WEST A DISTANCE OF 1557.46 FEET TO THE POINT OF TERMINUS WHICH LIES ON THE EASTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY NO. 86 WHOSE CORNER BEARS NORTH 67 DEGREES 57 MINUTES 59 SECONDS WEST.

EXCEPT THE EAST 1166.15 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

Unofficial Copy

6. Warranty Deed recorded in Book 1175 at Page 932 affecting part of the North Half of the Southwest Quarter of Section 4 and part of the Northeast Quarter of the Southeast Quarter of Section 5 contains the language "together with one-half of all mineral rights owned by the seller" which good be construed as reserving one-half of the mineral rights to the seller.

9403171 - 01/18/94 16:07 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER R.
B1175 - P0932 - $10.00 - D.F. $2.30 - 1/ 2

FILING STAMP

2P
DF
2.30

THIS DEED, Made this day of **January 17, 1994**

between
JOY Y. SCRUGGS

DC9403171

of the County of **DOUGLAS** and State of

Colorado, of the first part, and
ANTON G. FOUST

REAL PROPERTY TRANSFER DECLARATION
RECEIVED BY RETA A. CRAIN
DOUGLAS COUNTY CLERK AND RECORDER

whose legal address is **P. O. BOX 1018**
CASTLE ROCK, COLORADO 80104
of the County of **DOUGLAS** and State of Colorado, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of (****$23,000.00)

TWENTY THREE THOUSAND DOLLARS AND 00/100THS

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and confessed, has bargained, granted, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the
County of **DOUGLAS** and State of Colorado, to wit:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

TOGETHER WITH ONE-HALF OF ALL MINERAL RIGHTS OWNED BY SELLER.

Unofficial Copy

also known as street number **VACANT LAND**

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title interest, claim and demand whatsoever of the said party of the first part, either in law or equity,of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever.

EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 1994 AND SUBSEQUENT YEARS,,AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS AND RIGHTS OF WAY OF RECORD, IF ANY

and the aboved bargained premises in the quiet and peaceable possession of said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Joy Y. Scruggs (SEAL)
~~JOY Y. SCRUGGS~~

_____ (SEAL)

_____ (SEAL)

STATE OF COLORADO
County of
DOUGLAS ss.

The foregoing instrument was acknowledged before me on this day of **January 17, 1994**

, by **JOY Y. SCRUGGS**

My commission expires 7-13-95
Witness my hand and official seal.

Patricia M Benefiel
Notary Public

Form 932A COMPUTER WARRANTY DEED - For Photographic Record
CR8867.1033306 **P1033306**

E X H I B I T "A"

ALL THAT PART OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER A DISTANCE OF 415.75 FEET; THENCE SOUTHWESTERLY A DISTANCE OF 598 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER THAT IS 430.00 FEET WESTERLY FROM THE SOUTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 430.00 FEET TO THE POINT OF BEGINNING AND ALL OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, EXCEPT THE EAST 1166.15 FEET THEREOF; THIS PROPERTY DESCRIPTION WAS PREPARED UNDER THE DIRECT SUPERVISION OF DAVID E. ARCHER (P.L.S. 6935), 105 WILCOX STREET, CASTLE ROCK, CO 80104.

Unofficial Copy

9403171 - 01/18/94 16:07 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
B1175 - P0933 - $10.00 - D.F. $2.30 - 2/ 2

Chain of Title Report

for

Parcel 1

The South Half of the Southwest Quarter of Section 4, a portion of the North Half of the Northwest Quarter of Section 9, the Southeast Quarter of the Southeast Quarter of Section 5, and a portion of the East Half of the East Half of Section 8, all in Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of said Section 4; thence South 00 degrees 22 minutes 00 seconds East along the Easterly line of the South Half of the Southwest Quarter, a distance of 1,309.83 feet; thence South 00 degrees 38 minutes 06 seconds East along the Easterly line of the Northeast Quarter of the Northwest Quarter of said Section 9, a distance of 1,330.42 feet; thence South 89 degrees 44 minutes 37 seconds West along the Southerly line of the North Half of the Northwest Quarter of Section 9, a distance of 2,652.14 feet; thence South 00 degrees 42 minutes 39 seconds East along the Easterly line of the Southeast Quarter of the Northeast Quarter of said Section 8, a distance of 1,340.99 feet to the East 1/4 Corner of Section 8; thence South 00 degrees 43 minutes 64 seconds East along the Easterly line of the Northeast Quarter of the Southeast Quarter of said Section 8, a distance of 418.39 feet; thence South 89 degrees 11 minutes 26 seconds West along the line parallel with the Southerly line of the Northeast Quarter of the Southeast Quarter of said Section 8, a distance of 1,324.47 feet; thence North 00 degrees 30 minutes 25 seconds West along the Westerly line of the Northeast Quarter of the Southeast Quarter of said Section 8, a distance of 413.41 feet; thence North 00 degrees 30 minutes 20 seconds West along the Westerly line of the Southeast Quarter of the Northeast Quarter of said Section 8, a distance of 1,337.71 feet; thence North 88 degrees 49 minutes 50 seconds East along the Southerly line of the Northeast Quarter of said Northeast Quarter of Section 8, a distance of 615.86 feet; thence North 00 degrees 30 minutes 21 seconds West parallel with the Westerly line of the West Half of the Northeast Quarter of the Northeast Quarter of said Section 8, a distance of 1,339.21 feet; thence South 88 degrees 41 minutes 11 seconds West along the Southerly line of the Southeast Quarter of the Southeast Quarter of said Section 5, a distance of 615.88 feet; thence North 00 degrees 04 minutes 59 seconds West along the Westerly line of the Southeast Quarter of said Section 6, a distance of 1,304.19 feet; thence North 88 degrees 55 minutes 12 seconds East along the Northerly line of the Southeast Quarter of the Southeast Quarter of said Section 5, a distance of 1,318.46 feet; thence North 89 degrees 44 minutes 06 seconds East along the Northerly line of the South Half of the Southwest Quarter of said Section 4, a distance of 2,642.30 feet to the Point of Beginning, County of Douglas, State of Colorado.

Save and except a parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 5, Township 8 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Commencing at the Northeast Corner of said Southeast Quarter of Section 5; whence the Southeast Corner of said Section bears South 00 degrees 08 minutes 28 seconds West, a distance of 1,296.98 feet, said line forming the basis of bearings for this description; thence South 88 degrees 55 minutes 12 seconds West along the North line of said Southeast Quarter of the Southeast Quarter of Section 5, a distance of 430.00 feet to the True Point of Beginning; thence South 08 degrees 13 minutes 08 seconds West, a distance of 370.00 feet; thence South 41 degrees 07 minutes 17 seconds West, a distance of 1,267.41 feet to the Southwest Corner of said Southeast Quarter of the Southeast Quarter of Section 5; thence North 00 degrees 04 minutes 59 seconds West along the West line of said Southeast Quarter of the Southeast Quarter of Section 5, a distance of 1,304.22 feet; thence North 88 degrees 55 minutes 12 seconds East along the North line of said Southeast Quarter of the Southeast Quarter of Section 5, a distance of 888.46 feet to the True Point of Beginning.

Together with a parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 8, Township 8 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado being more particularly described as follows:

Beginning at the Southwest Corner of said Northeast Quarter of the Northeast Quarter of Section 8, as monumented by a 3" aluminum cap stamped "LS #10377"; thence North 00 degrees 30 minutes 26 seconds West, 1,337.81 feet along the West line of said Northeast Quarter of the Northeast Quarter of Section 8 to the Northwest Corner, as monumented by a 3" aluminum cap stamped "LS #10377"; thence North 88 degrees 41 minutes 37 seconds East, 615.89 feet along the North line of said Northeast Quarter of the Northeast Quarter of Section 8 to a point, said point monumented by a rebar with cap stamped "LS #22100"; thence South 00 degrees 30 minutes 18 seconds East 1,340.83 feet to a point on the South line of said Northeast Quarter of the Northeast Quarter of Section 8, said point monumented by a rebar with cap stamped "LS #22100"; thence South 88 degrees 58 minutes 29 seconds West, 615.81 feet along said South line to the Point of Beginning; (bearings are based on said West line of the Northeast Quarter of the Northeast Quarter of Section 8 being North 00 degrees 30 minutes 26 seconds West).

Excepting therefrom all that part of the Northeast Quarter of the Southeast Quarter of Section 5, Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at the Southeast Corner of said Northeast Quarter of the Southeast Quarter; thence North along the East line of said Northeast Quarter of the Southeast Quarter, a distance of 415.75 feet; thence Southwesterly, a distance of 598 feet, more or less; to a point on the South line of said Northeast Quarter of the Southeast Quarter that is 430.00 feet Westerly from the Southeast Corner of said Northeast Quarter of the Southeast Quarter; thence Easterly along said South line, a distance of 430.00 feet to the Point of Beginning; plus all the North Half of the Southwest Quarter of Section 4, Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

Excepting therefrom those parcels of land described as follows:

The Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 4, Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

The Southwest Quarter of the Southwest Quarter of Section 4, Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

Parcel 2

A parcel of land located in the East Half of Section 8, Township 8 South, Range 66 West of 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at the Southeast Corner of the North Half of the Southeast Quarter of said Section 8; whence the southwest Corner of the North Half of the Southeast Quarter of said Section 8 bears South 89 degrees 11 minutes 26 seconds West, 2,855.76 feet, said line forming the basis of bearings for this description; thence South 89 degrees 11 minutes 26 seconds West, 2,171.57 feet along the South line of said North half of the Southeast Quarter and along the North line of that parcel of land described in Book 582 at Page 740 of the records of said Douglas County to a point on the Easterly boundary of that parcel of land described in Book 620 at Page 51 and in Book 655 at Page 946 of the records of said Douglas County; thence along said Easterly boundary North 27 degrees 26 minutes 50 seconds East, 463.61 feet to the Southeast Corner of Founder's Village Filing No. 12, a plat recorded with the Clerk and Recorder of said Douglas County at Reception No. 8702918; thence along the Easterly boundary of said Founder's Village No. 12 the following seven (7) courses:

1) North 27 degrees 26 minutes 50 seconds East, 112.78 feet;

2) Thence North 13 degrees 25 minutes 09 seconds East, 769.28 feet;

3) Thence North 29 degrees 37 minutes 42 seconds East, 303.94 feet;

4) Thence North 30 degrees 12 minutes 32 seconds West, 337.19 feet;

5) Thence North 17 degrees 55 minutes 10 seconds East, 420.37 feet;

6) Thence North 02 degrees 37 minutes 59 seconds West, 133.59 feet;

7) Thence North 86 degrees 33 minutes 35 seconds West, 467.98 feet to a point on the Easterly boundary of that parcel of land described in Book 838 at Page 1169 of the records of said Douglas County;

Thence along said boundary North 23 degrees 28 minutes 14 seconds East, 149.68 feet to a point on the South line of the North Half of the Northeast Quarter of said Section 8; thence along said South line North 88 degrees 49 minutes 51 seconds East, 641 .65 feet to the Northeast Corner of the Southwest Quarter of the Northeast Quarter of said Section 8 and a point on the Westerly boundary of that parcel of land described in Book 931 at Page 1117 of the records of said Douglas County; thence along the boundary of said parcel of land the following three (3) courses:

1) Along the East line of said Southwest Quarter of the Northeast Quarter of Section 8 South 00 degrees 30 minutes 11 seconds East, 1,337.76 feet to the Northwest Corner of the Northeast Quarter of the Southeast Quarter of said Section;

2) Thence along the West line of said Northeast Quarter of the Southeast Quarter of Section 8 South 00 degrees 30 minutes 29 seconds East, 413.47 feet;

3) Thence North 89 degrees 10 minutes 68 seconds East, 124.52 feet to a point on the East line of said Southeast Quarter of Section 8 and a point on the Westerly boundary of that parcel of land described in Book 582 at Page 740 of the records of said Douglas County;

Thence along said line South 00 degrees 44 minutes 14 seconds East 922.50 feet to the Point of Beginning.

Excepting therefrom those parcels of land conveyed to the Castlewood Ranch Metropolitan District in Deeds recorded May 30, 2001 in Book 2049 at Pages 1038 and 1041.

Parcel 3

The Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 4, Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

The Southwest Quarter of the Southwest Quarter of Section 4, Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

Parcel 4

That part of the Northeast Quarter of the Southeast Quarter of Section 5, Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Beginning at the Southeast Corner of said Northeast Quarter of the Southeast Quarter; thence North along the East line of said Northeast Quarter of the Southeast Quarter, a distance of 415.75 feet; thence Southwesterly, a distance of 598 feet, more or less; to a point on the South line of said Northeast Quarter of the Southeast Quarter that is 430.00 feet Westerly from the Southeast Corner of said Northeast Quarter of the Southeast Quarter; thence Easterly along said South line, a distance of 430.00 feet to the Point of Beginning; plus all of the North Half of the Southwest Quarter of Section 4, Township 8 South, Range 66 West of the 6th Principal Meridian, County of Douglas, State of Colorado.

The property described in Rule and Order recorded November 24, 2005 at Reception No. 2005107040 is hereby excluded.

Excluding however that portion of the foregoing real property described in that certain request for Partial Release of Deed of Trust and Partial Release dated July 17, 2006 and recorded in Douglas County, Colorado on August 1, 2006 at Reception No. 2006065101.

Also excluding those streets as dedicated on the plat of Founders Village Filing No. 24 recorded July 31, 2006 at Reception No. 2006064806.

Also excluding Lots 1-33, Block 1, Lots 1-48, Block 2, Lots 1-8, Block 3, Lots 1-18, Block 4, Lots 1-3 and 14-24, Block 6, Tracts A, B, C, D, G and H, Founders Village Filing 24, County of Douglas, State of Colorado.

1. Warranty Deed from Albert F. Day to Wade H. Haley recorded August 21, 1875 in Book H at Page 6.

2. Warranty Deed from Wade H. Haley to David Henry recorded September 20, 1880 in Book G at Page 658.

3. Warranty Deed from David Henry to John M. Tallman recorded October 10, 1883 in Book L at Page 305.

4. Warranty Deed from David McMurdo to George McMurdo recorded March 1, 1884 in Book L at Page 361.

5. United States Patent to David McMurdo recorded November 30, 1888 in Book P at Page 363.

6. Warranty Deed from John M. Tallman to Isaac C. Legere recorded May 17, 1893 in Book 2 at Page 524.

7. Sheriff's Deed to John Hilburger and Matthias S. Ritchey recorded December 24, 1898 in Book 23 at Page 123.

8. Warranty Deed from Matthias S. Ritchey to Frank Flierl recorded March 12, 1900 in Book 17 at Page 530.

9. Warranty Deed from John Hilburger to Frank Flierl recorded March 12, 1900 in Book 17 at Page 531.

10. Quit Claim Deed from John Hilburger and Matthias S. Ritchey to Frank Flierl recorded March 12, 1900 in Book 3 at Page 382.

11. United States Patent to Frank Flierl recorded May 2, 1900 in Book 12 at Page 145.

12. Warranty Deed from Isaac C. Legere to Samuel Taggard recorded November 24, 1900 in Book 24 at Page 41.

13. Warranty Deed from Samuel Taggard to Maggie Colman recorded December 11, 1900 in Book 24 at Page 42.

14. United States Patent to Albert F. Day recorded November 19, 1901 in Book X at Page 392.

15. Warranty Deed from Maggie Colman to W.C. Calhoun recorded July 1, 1902 in Book 24 at Page 306.

16. Warranty Deed from W.C. Calhoun to J.A. Moore recorded September 3, 1905 in Book 32 at Page 176.

17. Warranty Deed from J.A. Moore to the Rocky Mountain Investment Company, a Colorado corporation recorded October 10, 1905 in Book 32 at Page 182.

18. Warranty Deed David W. Berry to Frank Flierl recorded May 5, 1906 in Book 32 at Page 278.

19. United States Patent to David W. Berry recorded January 9, 1907 in Book 12 at Page 292.

20. Warranty Deed from Frank Flierl to John Hilburger recorded July 18, 1907 in Book 32 at Page 512.

21. Warranty Deed from John Hilburger to John Flierl recorded October 7, 1907 in Book 32 at Page 542.

22. Warranty Deed from the Rocky Mountain Investment Company, a Colorado corporation to William F. Porter recorded May 6, 1908 in Book 37 at Page 42.

23. Warranty Deed from William F. Porter to S.C. Nordquist recorded September 5, 1911 in Book 39 at Page 565.

24. Warranty Deed from Frank Flierl and Anna Flierl to Simon H. Flierl recorded July 26, 1919 in Book 51 at Page 390.

25. Warranty Deed from Simon H. Flierl to Frank Flierl and Anna Flierl recorded March 3, 1927 in Book 73 at Page 244.

26. Warranty Deed from Frank A. Spicer to William A. Spicer recorded December 6, 1935 in Book 88 at Page 266.

27. Quit-Claim Deed from John F. Flierl, Anna R. Legault, Simon H. Flierl, Marie Kain and Louise J. Kain to Anna Flierl recorded January 14, 1938 in Book 62 at Page 368.

28. United States Patent to Frank A. Spicer recorded February 18, 1938 in Book 12 at Page 470.

29. Last Will and Testament to Betty Mae Spicer and George W. Spicer recorded August 30, 1940 in Book 93 at Page 513.

30. Treasurer's Deed to Carl R. Smith recorded June 6, 1944 in Book 96 at Page 414.

31. Warranty Deed from Anna Flierl to Gladys M. Kinkead recorded August 11, 1944 in Book 94 at Page 290.

32. Warranty Deed from Gladys M. Kinkead to John Flierl recorded August 7, 1945 in Book 94 at Page 358.

33. Quit-Claim Deed from Carl R. Smith to Edward D. Hines recorded January 21, 1946 in Book 97 at Page 267.

34. Warranty Deed from John Flierl to James Sutton recorded June 2, 1947 in Book 100 at Page 77.

35. Warranty Deed from James Sutton to Robert Sutton and Doris Sutton recorded January 30, 1948 in Book 102 at Page 18.

36. Warranty Deed from Robert Sutton and Doris Sutton to Dwight John and Mary L. John recorded January 11, 1950 in Book 102 at Page 466.

37. Warranty Deed from Dwight John and Mary L. John to Glenn A. Daniels and Vivian Daniels recorded September 5, 1950 in Book 104 at Page 90.

38. Quit-Claim Deed from S.C. Nordquist to the Swedish National Sanatorium, Englewood (Denver) Colorado, a Colorado corporation and the Bethphage Inner Mission Association of Nebraska, a Nebraska corporation recorded February 26, 1951 in Book 103 at Page 171.

39. Quit-Claim Deed from the Bethphage Inner Mission Association of Nebraska, a Nebraska corporation to Joy Y. Scruggs recorded November 7, 1952 in Book 108 at Page 106.

40. Quit-Claim Deed from the Swedish National Sanatorium, Englewood (Denver) Colorado, a Colorado corporation to Joy Y. Scruggs recorded November 7, 1952 in Book 108 at Page 107.

41. Quit Claim Deed from Edward D. Hines to Edward D. Hines, Junior recorded September 16, 1957 in Book 122 at Page 155.

42. Warranty Deed from Glenn A. Daniels and Vivian Daniels to Ralph J. Walker, Morris Kaplan, Edward B. Plattner and Harold S. Tuft recorded November 15, 1961 in Book 140 at Page 343.

43. Warranty Deed from Ralph J. Walker to Morris Kaplan and Edward B. Plattner recorded May 14, 1963 in Book 150 at Page 66.

44. Warranty Deed from Harold S. Tufts to Morris Kaplan recorded December 11, 1964 in Book 161 at Page 1.

45. Warranty Deed from Morris Kaplan to Edward B. Plattner recorded June 14, 1966 in Book 170 at Page 338.

46. Warranty Deed from Edward D. Hines, Junior to Joy Y. Scruggs and Sheree J. Scruggs recorded October 1, 1968 in Book 187 at Page 233.

47. Warranty Deed from Morris Kaplan and Edward B. Plattner to Franktown Land & Investment Co., a Colorado general partnership recorded November 3, 1969 in Book 198 at Page 418.

48. Quit Claim Deed from Joy Y. Scruggs and Sheree J. Scruggs to Joy Y. Scruggs and Sheree J. Scruggs recorded February 15, 1977 in Book 303 at Page 829.

49. Quit Claim Deed from Joy Y. Scruggs to Sheree J. Scruggs recorded April 6, 1984 in Book 515 at Page 665.

50. Quit Claim Deed from Sheree J. Scruggs to Joy Y. Scruggs recorded April 6, 1984 in Book 515 at Page 666.

51. Quit Claim Deed from Sheree J. Scruggs to Brett D. Scruggs and Forrest W. Scruggs, Jr. recorded April 6, 1984 in Book 515 at Page 667.

52. Warranty Deed from Franktown Land & Investment Co., a Colorado general partnership to Dean Weaver recorded May 8, 1984 in Book 520 at Page 49.

53. Warranty Deed from Dean R. Weaver to Mahogany Investments, Inc., a Colorado corporation recorded May 8, 1984 in Book 520 at Page 51.

54. Warranty Deed from Joy Y. Scruggs, Sheree J. Scruggs, Brett D. Scruggs, and Forrest W. Scruggs, Jr. to Carl Rennert recorded in Book 528 at Page 859.

55. Quit Claim Deed from Carl N. Rennert to Diane P. Maher recorded March 6, 1987 in Book 699 at Page 553.

56. Quit Claim Deed from Agape Inc., a Colorado corporation to Diane P. Maher recorded March 6, 1987 in Book 699 at Page 554.

57. Quit Claim Deed from Forrest W. Monroe to Diane P. Maher recorded March 6, 1987 in Book 699 at Page 555.

58. Quit Claim Deed from William A. Crim to Diane P. Maher recorded March 6, 1987 in Book 699 at Page 556.

59. Public Trustee's Deed to The Empire Building, Savings and Loan Association n/k/a Commercial Federal Savings and Loan Association recorded August 22, 1988 in Book 809 at Page 602.

60. Special Warranty Deed from The Empire Building, Savings and Loan Association n/k/a Commercial Federal Savings and Loan Association to Dean R. Weaver recorded October 18, 1989 in Book 878 at Page 46.

61. Warranty Deed from Dean R. Weaver to Anton G. Foust, Stewart A. Jackson and Douglas W. Harvey recorded September 20, 1990 in Book 931 at Page 1117.

62. Quit Claim Deed from Anton G. Foust to Dru E. Campbell recorded February 20, 1992 in Book 1029 at Page 878.

63. Quit Claim Deed from Carl Rennert to Diane P. Maher recorded July 21, 1993 in Book 1138 at Page 531.

64. Quit Claim Deed from Diane P. Maher to Joy Y. Scruggs, Sheree J. Scruggs, Brett D. Scruggs, and Forrest W. Scruggs, Jr. recorded July 21, 1993 in Book 1138 at Page 535.

65. Quit Claim Deed from Joy Y. Scruggs, Sheree J. Scruggs, Brett D. Scruggs, and Forrest W. Scruggs, Jr. to Joy Y. Scruggs recorded July 21, 1993 in Book 1138 at Page 535.

66. Warranty Deed from Diane P. Maher to Anton G. Foust recorded August 18, 1993 in Book 1143 at Page 858.

67. QuitClaim Deed from Dru E. Campbell to Anton G. Foust and Dru E. Campbell recorded September 28, 1993 in Book 1150 at Page 2544.

68. QuitClaim Deed from Stewart A. Jackson to Anton G. Foust and Dru E. Campbell recorded September 28, 1993 in Book 1150 at Page 2547.

69. Warranty Deed from Joy Y. Scruggs to Anton G. Foust recorded January 18, 1994 in Book 1175 at Page 932.

70. Quit Claim Deed from Stewart A. Jackson to Anton G. Foust recorded March 7, 1994 in Book 1184 at Page 2087.

71. Quit Claim Deed from Stewart A. Jackson to Dru E. Campbell recorded March 7, 1994 in Book 1184 at Page 2091.

72. Quit Claim Deed from Dru E. Campbell to A.G. Foust recorded March 7, 1994 in Book 1184 at Page 2095.

73. Special Warranty Deed from Mahogany Investments, Inc., a Colorado corporation to Anton G. Foust and Douglas W. Harvey recorded August 2, 1994 in Book 1210 at Page 2377.

74. Special Warranty Deed from Canary Partners, Ltd., a Colorado limited partnership, Mahogany Investments, Inc., a Colorado corporation and Elm Investments, Inc., a Colorado corporation to Cambridge Green L.L.C., a Colorado limited liability company recorded September 23, 1997 in Book 1467 at Page 1167.

75. Bargain and Sale Deed from Douglas W. Harvey to Anton Glen Foust and Dru E. Campbell recorded December 2, 1997 in Book 1489 at Page 1435.

76. Order of Default, Entry of Judgment, and Decree of Quiet Title to Anton G. Foust, Stewart A. Jackson and Douglas W. Harvey recorded October 7, 1998 in Book 1608 at Page 1406.

77. Bargain and Sale Deed from Douglas W. Harvey to Anton Glen Foust and Dru E. Campbell recorded August 20, 1999 in Book 1746 at Page 1572.

78. Quitclaim Deed from Stewart A. Jackson to Anton G. Foust recorded August 20, 1999 in Book 1746 at Page 1579.

79. Special Warranty Deed from Anton G. Foust a/k/a A.G. Foust a/k/a Anton Glen Foust and Dru E. Campbell to Ranchero Cahill, LLC, a Colorado limited liability company recorded August 30, 1999 in Book 1749 at Page 1662.

80. Quitclaim Deed from Anton G. Foust a/k/a A.G. Foust a/k/a Anton Glen Foust and Dru E. Campbell to Ranchero Cahill, LLC, a Colorado limited liability company recorded August 30, 1999 in Book 1749 at Page 1666.

81. Special Warranty Deed from Cambridge Green L.L.C., a Colorado limited liability company to Paradise Home Development, L.L.C., a Colorado limited liability company recorded December 10, 1999 in Book 1787 at Page 1557.

82. Quitclaim Deed from Paradise Homes Development, L.L.C., a Colorado limited liability company to Paradise Home Development, L.L.C., a Colorado limited liability company, Marilyn Kay Snyder, Dale Wayne Snyder, Darel A. Tiegs, Kathleen C. Tiegs and Darleen T. Cucullu recorded September 17, 2002 at Reception No. 2002095151.

83. Quitclaim Deed from Darel A. Tiegs and Kathleen C. Tiegs to Paradise Home Development, L.L.C., a Colorado limited liability company recorded August 15, 2003 at Reception No. 2003123194.

84. Quitclaim Deed from Darleen T. Cucullu to Paradise Homes Development, L.L.C., a Colorado limited liability company recorded August 15, 2003 at Reception No. 2003123195.

85. Quitclaim Deed from Marilyn Kay Snyder and Dale Wayne Snyder to Paradise Home Development, L.L.C., a Colorado limited liability company recorded August 15, 2003 at Reception No. 2003123196.

86. Special Warranty Deed from Ranchero Cahill, LLC, a Colorado limited liability company and Paradise Home Development, L.L.C., a Colorado limited liability company to Rock Canyon, LLC, a Florida limited liability company recorded August 15, 2003 at Reception No. 2003123197.

87. Quitclaim Deed from Rock Canyon, LLC, a Florida limited liability company to Darel A. Tiegs recorded September 9, 2004 at Reception No. 2004092671.

88. Quitclaim Deed from Rock Canyon, LLC, a Florida limited liability company to Kathleen C. Tiegs recorded September 9, 2004 at Reception No. 2004092672.

89. Quitclaim Deed from Rock Canyon, LLC, a Florida limited liability company to Ervin F. Holle recorded September 9, 2004 at Reception No. 2004092673.

90. Quitclaim Deed from Darel A. Tiegs to Rock Canyon, LLC, a Florida limited liability company recorded June 6, 2006 at Reception No. 2006047822.

91. Quitclaim Deed from Kathleen C. Tiegs to Rock Canyon, LLC, a Florida limited liability company recorded June 6, 2006 at Reception No. 2006047823.

92. Quitclaim Deed from Ervin F. Holle to Rock Canyon, LLC, a Florida limited liability company recorded June 6, 2006 at Reception No. 2006047824.

93. Special Warranty Deed from Rock Canyon, LLC, a Florida limited liability company to Castle Rock 25 Partners, LLC, a Florida limited liability company recorded June 6, 2006 at Reception No. 2006047825.

94. Quitclaim Deed from Castle Rock 25 Partners, LLC, a Florida limited liability company to Ervin F. Holle recorded June 6, 2006 at Reception No. 2006047828.

95. Final Plat of Founders Village Filing No. 24 recorded July 31, 2006 at Reception No. 2006064806.

96. Quitclaim Deed from Castle Rock 25 Partners, LLC, a Florida limited liability company to Barbara B. Randell recorded July 31, 2006 at Reception No. 2006065029.

97. Quitclaim Deed from Castle Rock 25 Partners, LLC, a Florida limited liability company to Ervin F. Holle recorded September 8, 2006 at Reception No. 2006078004.

98. Public Trustee's Confirmation Deed to Bankers' Capital Group, LLC, a Georgia limited liability company recorded April 3, 2012 at Reception No. 2012024448.

99. Special Warranty Deed, Assignment, Bill of Sale and Conveyance from L Alice Collister, acting individually and as the wife of William B. Collister; William B. Collister, also known as Buchtel Collister, acting individually and as husband of L Alice Collister; ACEE BCEE, a Wyoming corporation; LAC Company, a Wyoming limited liability company; The Madison Company, a Colorado corporation; and The Collister Company, a Colorado general partnership, all of whose address, for purposes of this Deed, is 6320 East 4th Avenue, Denver, Colorado 80220 (with their heirs, successors, and assigns, collectively referred to herein as "Grantor:") to Las Colinas Minerals, LP, a Texas limited partnership (Grantee) recorded January 7, 2013 at Reception No. 2013001769.

100. Special Warranty Deed from Bankers' Capital Group, LLC, a Georgia limited liability company to Bella Mesa Land, LLC, a Florida limited liability company recorded February 28, 2014 at Reception No. 2014010035.

101. Quitclaim Deed from Bankers' Capital Group, LLC, a Georgia limited liability company to Bella Mesa Land, LLC, a Florida limited liability company recorded February 28, 2014 at Reception No. 2014010037.

102. Quitclaim Deed from Bella Mesa Land, LLC, a Florida limited liability company to Perry S. Radic recorded December 9, 2015 at Reception No. 2015087776.

103. Quitclaim Deed from Ervin F. Holle to Bella Mesa Land, LLC, a Florida limited liability company recorded August 7, 2017 at Reception No. 2017053588.

104. Quitclaim Deed from Barbara Randell Bartlett to Bella Mesa Land, LLC, a Florida limited liability company recorded August 7, 2017 at Reception No. 2017053589.

105.Quitclaim Deed from Perry S. Radic to Bella Mesa Land, LLC, a Florida limited liability company recorded August 7, 2017 at Reception No. 2017053590.

106.Special Warranty Deed in Lieu of Foreclosure Without Merger from Bella Mesa Land, LLC, a Florida limited liability company to Fourth Investment USA, LLC, a Colorado limited liability company recorded August 7, 2017 at Reception No. 2017053591.