



20120 E. Mainstreet, Parker, CO 80138 303.841.2332 (Phone) 303.841.3223 (Fax) <http://www.parkeronline.org>

**Instructions:**

1. All applications must be typed or printed. Illegible applications may be rejected at the discretion of the Town.
2. All applicable sections must be completed and **signed by ALL parties of interest on page 2. Unsigned applications WILL NOT be processed.**
3. All requisite Exhibit Attachments must be included if the application is to be deemed complete.

**Type of Application (check all that apply):**

<input type="checkbox"/> Amendment to Comprehensive Plan	<input type="checkbox"/> Vacation of Lot Line or Easement	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Annexation & Rezoning	<input type="checkbox"/> Use by Special Review	<input type="checkbox"/> Minor Development Plat
<input type="checkbox"/> Rezoning or PD Amendment	<input type="checkbox"/> Variance	<input type="checkbox"/> Re-Plat
<input type="checkbox"/> Sketch Plan	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Condo Plat
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Site Plan Amendment	<input type="checkbox"/> Amendment to SIA or Recorded Plat
		Other: _____

<b>PROPERTY</b>	<b>Address or General Location:</b> Southeast corner of Declan Drive and Stroh Rd intersection
	<b>Parcel Number(s) if known</b> 2349-031-04-001
	<b>Brief project description:</b> Construction of an O'Reilly Auto Parts retail store with on-site parking, sidewalk, a trash enclosure, storm improvements, and utility improvements.

Property Owner of Record:		Applicant (if different from Property Owner):	
Name:	Parker and Stroh, LLC	Name:	O'Reilly Auto Enterprises, LLC
Company:		Company:	
Address:	PO Box 867, Crested Butte CO 81224	Address:	233 South Patterson Ave Springfield, MO 65802
Phone:	Fax:	Phone:	417-862-2674 Fax:
Email:	brad@wildercolorado.com	Email:	sstrader3@oreillyauto.com
Project Representative or Consultant:		Other/Additional	
Name:	Steven Bunch	Name:	Timothy M. Guillot, Architect
Company:	TAIT & Associates, Inc.	Company:	
Address:	320 N Lincoln Ave Loveland, CO 80537	Address:	1736 East Sunshine, Suite 417 Springfield, MO 65804
Phone:	651-895-6513 Fax:	Phone:	417-862-0558 Fax:
Email:	sbunch@tait.com	Email:	esa@esterlyschneider.com
<small>Note: All correspondence is sent to the project representative. If the project representative is the owner, or applicant, write in "same as owner" or "same as applicant" in the above section.</small>		Project Role	Architect

**Signatures Required on Page 2**

ACCEPTANCE OF TERMS

**By signing below, each party are indicating that they understand and agree to the following terms:**

1. Authorized personnel from the Town of Parker, and its consultants, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application.
2. The Property Owner of Record acknowledges and agrees that the Town of Parker may file liens against the subject property for any unpaid financial obligation owed to the Town related to reviewing and processing the application.
3. There are no known geologic, physical or biologic hazards, or vicious animals present on the subject property except as indicated in the attached Exhibit D.
4. All requirements for submission of this application for reviewing and processing by Town of Parker Community Development Department made in accordance with the Town's Land Development Code, and any and all applicable Town of Parker Ordinances and Resolutions.
5. All requisite fees have been paid to the Town of Parker.
6. All information contained in this application, the attached Exhibits, and other materials submitted in connection with this application are true and accurate to the best knowledge of the Applicant, Land Owner of Record and Project Representative. It is clearly understood and agreed to that false or untruthful information may be grounds for the Town to stop processing this application or withdrawing any approval granted based upon such false or untruthful information.
7. The Town of Parker is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
8. The schedule of Exhibit attachments, as described below, accompanies this application:

Exhibit A: Legal Description of Property.

Exhibit B: Title Policy, current to within thirty (30) days of the date of signatures below.

Exhibit C: Letter of Authorization from the Property Owner of Record, allowing Applicant and Project Representative to act on their behalf, and accepting ultimate financial obligation for expenses incurred by the Town of Parker as a result of the evaluation of this request.

Exhibit D: Disclosure of any Geologic, Physical or Biologic Hazard present on site, or any vicious animals in residence on property.

Exhibit E: Vicinity Map of Project Site.

**Property Owner of Record:**

**Print Name:** Brad Willet on behalf of Parker and Stroh, LLC

**Signature:** 

**Date:**

2/25/25

**Applicant, if different from Property Owner**

**Print Name:** Steve Strader on behalf of O'Reilly Auto Enterprises, LLC

**Signature:** 

**Date:**

2/28/25

**Project Representative or Consultant**

**Print Name:** Steven Bunch

**Signature:** 

Digitally signed by Steven Bunch, PE  
DN: cn=US, email=Sbunch@tail.com, o="TAIT & Associates, Inc.", ou=Project Manager, cn=Steven Bunch, PE  
Reason: I agree to the terms defined by the placement of my signature on this document  
Date: 2025.03.03 07:44:19-06'00'

**Date:**

3/3/2025

**Additional**

**Print Name:** Timothy M. Guillot

**Signature:** 

**Date:**

2-28-25

SIGNATURES

## Exhibit A to Town of Parker Land Use Application

*Metes and Bounds - Legal Description*

Lot 1, Parker Pointe Subdivision, Filing No.1 according to the plat recorded January 7, 2022, at Reception No. 2022001733, County of Douglas, State of Colorado, being more particularly described as follows:

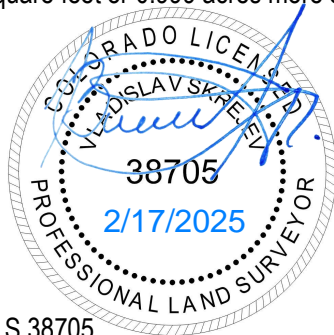
**Commencing** at the Northeast Corner of Section Three (3), Township Seven (7) South, Range Sixty-Six (66) West of the Sixth Principal Meridian and considering the Northerly line of the Northeast Quarter of said Section 3 as an assumed bearing of North 89°33'14" East, with all bearings contained herein relative thereto;

Thence along the Easterly line of the Northeast Quarter of said Section 3 South 00°09'20" East 33.18 feet to the Northeast corner of Lot 1 of Parker Pointe Subdivision, Filing No.1, said point being the **Point of Beginning**.

Thence along the Easterly, Southerly, Westerly, and Northerly lines of said Lot 1 the following four (4) courses:

1. South 00° 09' 20" East 193.73 feet;
2. South 89° 50' 40" West 229.86 feet;
3. North 00° 09' 20" West 184.90 feet;
4. North 87° 38' 41" East 230.03 feet to the **Point of Beginning**.

Containing 43,516 square feet or 0.999 acres more or less.



Vladislav Skrejev, PLS 38705

**Exhibit B to Town of Parker Land Use Application**

*Title Policy*



**DATE:** February 25, 2025  
**FILE NUMBER:** 100-00505334-201-TG4, Amendment No. 1  
**PROPERTY ADDRESS:** Lot 1 - South Parker Road and Stroh Road, Parker, CO  
**BUYER/BORROWER:** O'Reilly Auto Enterprises, LLC, a Missouri corporation  
**OWNER(S):** Parker and Stroh, LLC, a Colorado limited liability company  
**YOUR REFERENCE NUMBER:**  
**ASSESSOR PARCEL NUMBER:** R0617377 / 2349-031-04-001

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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

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<b>TO: Escrow Officer</b>	<b>ATTN:</b> Tiffany Gilbert <b>PHONE:</b> (303) 291-9844 <b>FAX:</b> (303) 633-7761 <b>E-MAIL:</b> tiffany.gilbert1@fnf.com
<b>Escrow Assistant</b>	<b>ATTN:</b> <b>PHONE:</b> <b>E-MAIL:</b>
<b>Title Officer</b>	<b>ATTN:</b> Noreen Behringer <b>PHONE:</b> (303) 889-8094 <b>E-MAIL:</b> nbehringer@fnf.com
<b>Sales Executive</b>	<b>ATTN:</b> Geoff Sanders <b>E-MAIL:</b> Geoff.Sanders@fnf.com

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<b>TO: O'Reilly Auto Enterprises, LLC, a Missouri corporation 233 S. Patterson Springfield, MO 65802</b>	<b>ATTN:</b> Robert Greene <b>PHONE:</b> (417) 829-5716 <b>FAX:</b> (417) 829-5726 <b>E-MAIL:</b>
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<b>TO: Campbell Killin Brittan and Ray, LLC 270 St. Paul St. Suite 200 Denver, CO 80206</b>	<b>ATTN:</b> J. Kevin Ray <b>PHONE:</b> (303) 322-5800 <b>FAX:</b> (000) 000-0000 <b>E-MAIL:</b> kray@ckbrlaw.com
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<b>TO: O'Reilly Auto Enterprises, LLC 233 S. Patterson Springfield, MO 65802</b>	<b>ATTN:</b> Autumn Campbell <b>PHONE:</b> (417) 862-2674 <b>FAX:</b> (417) 829-5726 <b>E-MAIL:</b> acampbell37@oreillyauto.com
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<b>TO: O'Reilly Auto Enterprises, LLC 233 S. Patterson Springfield, MO 65802</b>	<b>ATTN:</b> Robin Schirpik <b>PHONE:</b> (417) 862-2674 <b>FAX:</b> (417) 829-5726 <b>E-MAIL:</b> rschirpik@oreillyauto.com
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Commitment Transmittal  
(Continued)

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<b>TO:</b>	<b>Fidelity National Title Insurance, NCS Div (DTC) 8055 E. Tufts Ave #900 Denver, CO 80237</b>	<b>ATTN:</b>	<b>Tiffany Gilbert</b>
		<b>PHONE:</b>	<b>(303) 291-9977</b>
		<b>FAX:</b>	<b>(303) 633-7720</b>
		<b>E-MAIL:</b>	<b>tiffany.gilbert1@fnf.com</b>

END OF TRANSMITTAL



# COMMITMENT FOR TITLE INSURANCE

*Issued by*

**Fidelity National Title Insurance Company**

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under state statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I—Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and is restricted to the terms and provisions of this Commitment.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### 8. PROFORMA POLICY

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

#### 9. CLAIMS PROCEDURES

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

#### 10. CLASS ACTION

**ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT**

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IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

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

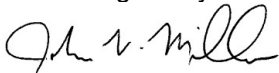
Issuing Agent: Fidelity National Title Insurance Co., National Commercial Services  
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237  
Loan ID Number:  
Issuing Office File Number: 00505334-201-TG4-NB  
Property Address: Lot 1 - South Parker Road and Stroh Road, Parker, CO  
Revision Number: Amendment No. 1, Amendment Date: February 25, 2025

**SCHEDULE A**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **February 18, 2025**
2. Policy to be issued:
  - (a) **ALTA Standard Owner's Policy (7-1-21)**  
Proposed Insured: **O'Reilly Auto Enterprises, LLC, a Missouri corporation**  
Proposed Amount of Insurance: **\$1,000,000.00**  
The estate or interest to be insured: **FEE SIMPLE**
  - (b) **None**  
Proposed Insured:  
Proposed Amount of Insurance: **\$0.00**  
The estate or interest to be insured: **FEE SIMPLE**
  - (c) **None**  
Proposed Insured:  
Proposed Amount of Insurance: **\$0.00**  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
**FEE SIMPLE**
4. The Title is, at the Commitment Date, [vested in](#):  
  
Parker and Stroh, LLC, a Colorado limited liability company
5. The Land is described as follows:  
**See [Exhibit A](#) attached hereto and made a part hereof.**

Countersigned by:



John Miller  
Authorized Signature

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**SCHEDULE A**  
(Continued)

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

Page 2

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**SCHEDULE A**  
(Continued)

**PREMIUMS:**

ALTA Owners Policy 7-1-21	1,497.00
Deletion of 1 - 3 upon requirements met 4 will remain as there is evidence of ongoing work on this land and adjacent	95.00
Tax Certificate	18.00
SE-91 - Deletion of Arbitration Endorsement - ALTA Owner's Policy (6/17/06)	0.00

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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## EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN PARKER, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Lot 1, Parker Pointe Subdivision, Filing No. 1, according to the plat as recorded January 7, 2022 at [Reception No. 2022001733](#), County of Douglas, State of Colorado.

For Informational Purposes Only

TAX I.D. No.: R0617377 / 2349-031-04-001

The above also described as:

Commencing at the Northeast Corner of Section Three (3), Township Seven (7) South, Range Sixty-Six (66) West of the Sixth Principal Meridian and considering the Northerly line of the Northeast Quarter of said Section 3 as an assumed bearing of North 89°33'14" East, with all bearings contained herein relative thereto;

Thence along the Easterly line of the Northeast Quarter of said Section 3 South 00°09'20" East 33.18 feet to the Northeast corner of Lot 1 of Parker Pointe Subdivision, Filing No.1, said point being the Point of Beginning.

Thence along the Easterly, Southerly, Westerly, and Northerly lines of said Lot 1 the following four (4) courses:

1. South 00° 09' 20" East 193.73 feet;
2. South 89° 50' 40" West 229.86 feet;
3. North 00° 09' 20" West 184.90 feet;
4. North 87° 38' 41" East 230.03 feet to the Point of Beginning.

The above legal prepared by:

Vladislav Skrejev, PLS 38705

Tait & Associates

320 North Lincoln Avenue

Loveland, CO 80537

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

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## SCHEDULE B – PART I REQUIREMENTS

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. Furnish for recordation a partial release of deed of trust:

Amount: \$ 7,120,000.00  
Trustor/Grantor: Parker and Stroh, LLC, a Colorado limited liability company  
Trustee: Public Trustee of Douglas County  
Beneficiary: American National Bank & Trust  
Recording Date: January 27, 2022  
Recording No: [Reception No. 2022006553](#)

Description of land to be partially released: See Exhibit A

Disburser's Notice as recorded January 27, 2022 at [Reception No. 2022006554](#)

Modification Agreement:

Recording Date: February 21, 2024  
Recording No.: [Reception No. 2024006386](#)

- e. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Parker and Stroh, LLC, a Colorado limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created,
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

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**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

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

- f. Certificate of Good Standing for O'Reilly Auto Enterprises, LLC, a Missouri corporation pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- g. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- h. ~~The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.~~

~~If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.~~

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

**NOTE: The above requirement has been satisfied at this time.**

- i. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Parker and Stroh, LLC, a Colorado limited liability company

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

- j. Furnish for recordation a release of the notice and claim of mechanic's or materialman's lien by

Claimant: Unbridled Contractors LLC  
 Amount: \$159,949.60  
 Recording Date: February 3, 2025  
 Recording No: [Reception No. 2025004514](#)

- k. Furnish for recordation a Release of a Notice Extending Time to File Lien Statement by

Claimant: Brannan Sand and Gravel Company, L.L.C.  
 Recording Date: February 13, 2025

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



**SCHEDULE B**  
**PART I – REQUIREMENTS**  
(Continued)

Recording No: [Reception No. 2025006142](#)

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

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**END OF SCHEDULE B – Part I**

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27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

Page 7

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## SCHEDULE B – PART II EXCEPTIONS

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

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

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

**NOTE: Upon all requirements met standard exceptions 1-3 and 5 will not be shown on final policy when issued. Exception 4 will remain based on evidence of recent construction.**

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

**NOTE: Upon all taxes paid current, including the 2024 due in 2025, the above exception will be amended to reflect the following additional language on policy when issued:**

“Taxes and assessments for the year 2025 and subsequent years, a lien not yet due or payable.”

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.

**NOTE: Upon confirmation of there being no leases on the land with the sellers affidavit at closing the above exception will not be reflected in final policy when issued.**

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

## EXCEPTIONS

(Continued)

9. Undivided ½ interest in all oil, gas and other mineral rights as evidenced by the instrument set forth below, and any and all assignments thereof or interests therein:
- Recording Date: December 1, 1959  
Recording No.: [Book 130 Page 294](#)
10. Terms, conditions, provisions, agreements and obligations contained in the Organization of Cherry Creek Basin Authority as set forth below:
- Recording Date: May 6, 1988  
Recording No.: [Book 790 at Page 718](#)
11. Terms, conditions, provisions, agreements and obligations contained in the Rule and Order as set forth below:
- Recording Date: May 11, 1993  
Recording No.: [Book 1124 Page 853](#)
12. Terms, conditions, provisions, agreements and obligations contained in the Attachment Agreement as set forth below:
- Recording Date: April 22, 1994  
Recording No.: [Book 1193 Page 2144](#)
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Intermountain Rural Electric Association  
Purpose: underground utilities  
Recording Date: May 3, 2016  
Recording No.: [Reception No. 2016027205](#)
14. Restrictions as contained in Special Warranty Deed recorded September 12, 2017 at [Reception No. 2017061897](#)
15. Terms, conditions, provisions, agreements and obligations contained in the Ordinance 2.262 Series of 2018 regarding Annexation to the Town of Parker as set forth below:
- Recording Date: September 5, 2018  
Recording No.: [Reception No. 2018054185](#)
16. Parker Point Annexation Map as set forth below:
- Recording Date: September 5, 2018  
Recording No.: [Reception No. 2018054186](#)

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

**EXCEPTIONS**  
(Continued)

17. Terms, conditions, provisions, agreements and obligations contained in the Zoning Ordinance No. 3.337, Series of 2018 as set forth below:
- Recording Date: September 5, 2018  
Recording No.: [Reception No. 2018054187](#)
- Zoning Map Parker Pointe as set forth below  
Recording Date: September 5, 2018  
Recording No.: [Reception No. 2018054188](#)
18. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement Parker Pointe Property as set forth below:
- Recording Date: September 5, 2018  
Recording No.: [Reception No. 201854189](#)
19. Terms, conditions, provisions, agreements and obligations contained in the Corrected order for inclusion (Parker Pointe) as set forth below:
- Recording Date: September 14, 2018  
Recording No.: [Reception No. 2018056178](#)
20. Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Exclusive Easement Agreement as set forth below:
- Recording Date: May 29, 2019  
Recording No.: [Reception No. 2019029512](#)
21. Terms, conditions, provisions, agreements and obligations contained in the 50-Foot Exclusive Easement Agreement as set forth below:
- Recording Date: May 29, 2019  
Recording No.: [Reception No. 2019029514](#)
22. Notes and Easements as are set forth on the plat of Parker Pointe Subdivision Filing No. 1 as Recorded January 7, 2022 at [Reception No. 2022001733](#)
23. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement as set forth below:
- Recording Date: January 7, 2022  
Recording No.: [Reception No 2022001734](#)
- First Amendment to Subdivision Agreement:  
Recording Date: July 19, 2024  
Recording No.: [Reception No. 2024029902](#)

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

**EXCEPTIONS**  
(Continued)

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

Recording Date: February 18, 2022  
Recording No.: [Reception No. 2022012881](#)

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

Granted to: CORE Electric Cooperative, a Colorado non-profit corporation  
Purpose: construct, continue operation, maintenance, inspection, repair, alterations and replacement of electric transmission, electric distribution and communication  
Recording Date: May 8, 2023  
Recording No.: [Reception No. 2023019168](#)

26. Covenants, conditions and restrictions 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 in the document

Recording Date: November 12, 2024  
Recording No.: Reception No. 2024048912

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**END OF SCHEDULE B – PART II**

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

## DISCLOSURE STATEMENT

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

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

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## Wire Fraud Alert

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

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

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

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

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

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL, INC.**  
**PRIVACY NOTICE**

**Effective July 1, 2024**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you;
- To improve our products and services;
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

#### When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

#### Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing Information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

#### Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

#### Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

#### Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue

Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

**Exhibit C to Town of Parker Land Use Application**

*Letter of Authorization from Property Owner*

February 18<sup>th</sup>, 2025

Community Development Department  
Town of Parker  
20120 East Mainstreet  
Parker, CO 80138

Regarding: Property Owner Letter of Authorization  
O'Reilly Auto Parts (PK2)

I, Parker and Stroh LLC, hereby certify that I am the legal owner of record of the land described in the attached Legal Description (See Exhibit A to this Land Use Application), and do hereby authorize O'Reilly Auto Enterprises, LLC and their sub-consultants to process applications on behalf of the subject property.

I understand that in the review of this project, by providing this authorization, I will allow Town of Parker Staff to enter the subject property for purposes of evaluating this land use request, as the specifics of this application may require.

I also understand that as part of the review of this project, the Town may find it necessary to outsource certain aspects of the review. Although there is a Charge Back Agreement submitted by the applicant for payment of those outsourced review fees which specifies that the applicant shall pay such fees, ultimately, it is the subject property, itself, which encumbers the ultimate responsibility for repayment of those fees in the event of default of payment by the applicant. Should this occur, I understand that the Town has, as part of its remedies under the Charge Back Agreement and Land Use Application, the imposition of liens against the property, should such become necessary.

\_\_\_\_\_  
Signature of Property Owner

*Print Name:* Brad Willett on behalf of Parker and Stroh, LLC

*Address:* PO Box 867 Crested Butte, Colorado 81224

*Phone Number:* \_\_\_\_\_

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

**Letter of Authorization pending notarized signature - Updated version will be submitted once received.**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Notary Public

## Exhibit D to Town of Parker Land Use Application

Disclosure Letter

February 18<sup>th</sup>, 2025

Community Development Department  
Town of Parker  
20120 East Mainstreet  
Parker, CO 80138

Regarding: Disclosure Letter of Known Hazards on Site  
O'Reilly Auto Parts (PK2)

As applicant for the above referenced project, we understand that Town staff and its consultants may need to visit the subject property for the purpose of observation, assessment, measurement or analysis of the property related to the land development request we have submitted. Consistent with the Town's Risk Management policies, the purpose of this disclosure letter is to advise the Town of any know Geologic, Biologic, or Physical Hazards on site, or of vicious animals present on site.

We are therefore advising the Town that to the best of our knowledge and understanding regarding the subject property, there are no known hazards on site for which Town staff would need to take precautions before entering the property.

Should you have any questions or require clarification of the above referenced information, you may contact us using the information below.



Digitally signed by Steven Bunch, PE  
DN: c=US, e=sbunch@tait.com, o="TAIT & Associates, Inc.", ou=Project  
Manager, cn="Steven Bunch, PE"  
Reason: I agree to the terms defined by the placement of my signature on  
this document  
Date: 2025.02.28 12:16:35-06'00'

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Signature of Applicant

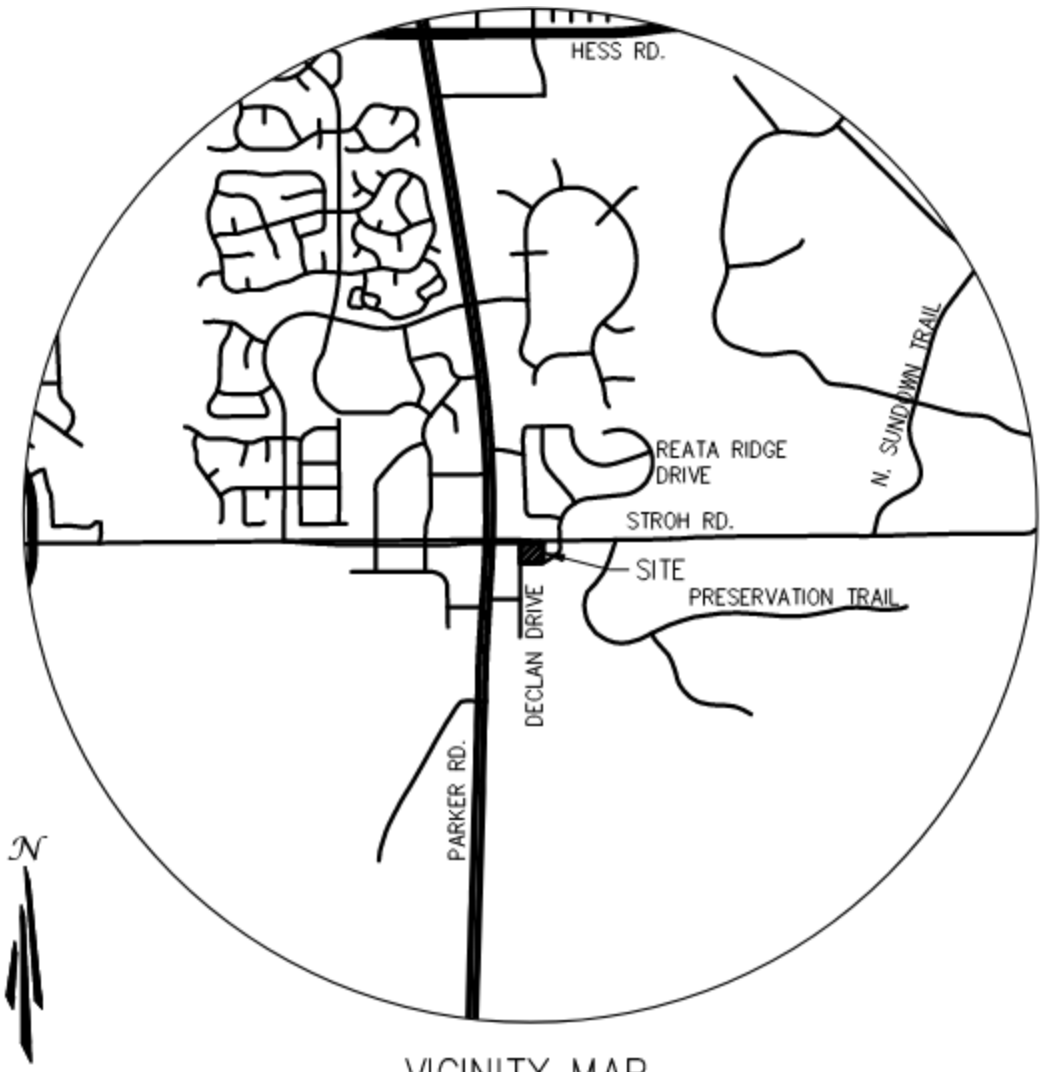
*Print Name/Title:* Steven Bunch, Project Manager

*Company:* TAIT & Associates

*Address:* 320 N Lincoln Ave Loveland, CO 80537

*Phone Number:* 651-895-6513

**Exhibit E to Town of Parker Land Use Application**  
*Vicinity Map*



VICINITY MAP  
SCALE 1:2000