

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: N0038118-010-TO2-ES , Amendment No. 2

1. **Effective Date:** February 13, 2024 at 8:00 A.M.
2. The estate or interest in the land described or referred to in this Title Report is:
FEE SIMPLE
3. Title to the estate or interest in the land is at the Effective Date [vested in:](#)

TOWN OF PARKER

4. The land referred to in this Title Report is described as follows:

See Attached Legal Description

(for informational purposes only) Vacant Land, Parker, CO

Attached Legal Description

Lot 1 and Tracts A, B and C,
Salisbury North Minor Development Plat, 1st Amendment
County of
State of Colorado.

Douglas,

SCHEDULE B

Exceptions

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

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.
7. Any existing leases or tenancies, and any and all parties claiming by, through or under said leases.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Board of County Commissioners of County of Douglas, State of Colorado
Purpose: right of way
Recording Date: January 11, 1934
Recording No: [Book 87, Page 366](#)
9. Any taxes or assessments by reason of the inclusion of the Land in the Cherry Creek Basin Authority, as evidenced in instrument recorded May 6, 1988 in [Book 790 at Page 718](#).
10. Any taxes or assessments by reason of the inclusion of the Land in the RTD, Parker Fire Protection, Douglas County Soil Conservation and Urban Drainage and Flood.
11. Terms, conditions, provisions, agreements and obligations contained in the Rule and Order as set forth below:

Recording Date: March 18, 1991
Recording No.: [Book 958 at Page 811](#)
12. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed and Assignment as set forth below:

Recording Date: March 9, 1993
Recording No.: [Book 1113, Page 1963](#)
13. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed as set forth below:

Recording Date: January 14, 1994
Recording No.: [Book 1175, Page 123](#)

Dry-Up Rights Deed recorded January 25, 1995 at [Book 1243, Page 2153](#)

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

Recording Date: February 9, 1994
Recording No.: [Book 1179 at Page 2093](#)

15. Terms, conditions, provisions, agreements and obligations contained in the Non-Tributary Ground Water Consent Landownership Statement as set forth below:

Recording Date: February 10, 1994
Recording No.: [Book 1180 at Page 390](#) and [Book 1180 at Page 392](#) and [Book 1180 at Page 394](#) and [Book 1180 at Page 396](#)

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

Granted to: Parker Water and Sanitation District
Purpose: Utilities
Recording Date: February 22, 1994
Recording No.: [Book 1181 at Page 2487](#)

17. Terms, conditions, provisions, agreements and obligations contained in the Easement granted to Parker Water and Sanitation District as set forth below:

Recording Date: December 28, 1994
Recording No.: [Book 1238 at Page 2104](#) and [Book 1238 at Page 2110](#) and [Book 1238 at Page 2115](#)

18. Terms, conditions, provisions, agreements and obligations contained in the Easement granted to Town of Parker as set forth below:

Recording Date: December 28, 1994
Recording No.: [Book 1238 at Page 2124](#)

19. Terms, conditions, provisions, agreements and obligations contained in the Water Right Special Warranty Deed as set forth below:

Recording Date: January 25, 1995
Recording No.: [Book 1243 at Page 2147](#)

20. The effect of Findings of Fact, Conclusions of Law and Ruling with regard to water rights as recorded April 17, 1995 in [Book 1257 at Page 1554](#) and in instrument recorded February 20, 1998 in [Book 1514 at Page 107](#).

21. Terms, conditions, provisions, agreements and obligations contained in the Belcher Annexation as set forth below:

Recording Date: May 26, 1995
Recording No.: [Reception No. 9523713](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2.96 as set forth below:

Recording Date: May 26, 1995
Recording No.: [Reception No. 9523714](#)

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

Recording Date: August 23, 1999
Recording No.: [Book 1746 at Page 2336](#)

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

Recording Date: January 17, 2001
Recording No.: [Book 1950 at Page 687](#)

25. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 02-006, Series of 2002 as set forth below:

Recording Date: February 22, 2002
Recording No.: [Book 2270, Page 688](#)

26. Terms, conditions, provisions, agreements and obligations contained in the Drainage Easement Agreement as set forth below:

Recording Date: March 25, 2005
Recording No.: [Reception No. 2005025933](#)

27. The effect of Finding and Ruling of the Water Court and any rights of access to Well referenced therein, as recorded June 10, 2005 at [Reception No. 2005052589](#).

28. Terms, conditions, provisions, agreements and obligations contained in the Stipulated Rule and Order as set forth below:

Recording Date: January 21, 2009
Recording No.: [Reception No. 2009003402](#)

29. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3.277, Series of 2009 as set forth below:

Recording Date: December 16, 2009
Recording No.: [Reception No. 2009096860](#)

30. Easements, terms, conditions, provisions, agreements and obligations contained in the Salisbury North Zoning Map as set forth below:

Recording Date: December 16, 2009
Recording No.: [Reception No. 2009096861](#)

31. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Salisbury North Minor Development Plat recorded December 16, 2009 at [Reception No. 2009096862](#).

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

Recording Date: July 7, 2017
Recording No.: [Reception No. 2017046082](#)

33. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. R-019-117 as set forth below:

Recording Date: October 23, 2019

Recording No.: [Reception No. 20019070981](#)

32. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Salisbury North Minor Development Plat, 1st Amendment recorded October 25, 2022 at Reception No. 2022069001.

33. Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Nonexclusive Easement Agreement as set forth below:

Recording Date: May 16, 2023
Recording No.: Reception No. 2023020635

END OF EXCEPTIONS

THIS IS A TITLE REPORT ONLY. **This is not a commitment to insure.**

The information set forth herein is based on information supplied to Fidelity National Title, National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title, National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title, National Commercial Services and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title, National Commercial Services within six (6) months from the effective date hereof. If a title insurance policy is not issued insuring the property within such time, this title report shall be null and void as of its effective date and shall be deemed to have been furnished for informational purposes only.