

**Fidelity National Title Insurance Company  
TITLE REPORT**

**SCHEDULE A**

**Title Report No:** 00502659-201-T21-ES

1. **Effective Date:** May 22, 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, Colorado, a Colorado home rule municipality**

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

**See Attached Legal Description**

(for informational purposes only) Salisbury North Minor Development, 1st Amend, Parker, CO

## Attached Legal Description

Lot 1,  
Salisbury North Minor Development Plat, 1<sup>st</sup> Amendment,  
as per the plat thereof recorded October 25, 2022 at Reception No. [2022069001](#),  
County of Douglas, State of Colorado.

Note: For informational purposes only, the tax parcel number for the above is [2233-272-01-003](#).

## 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. 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.
9. 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.
10. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement as evidenced in the Rule and Order as set forth below:  
  
Recording Date: March 18, 1991  
Recording No.: Book 958 at Page 811
11. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed and Assignment (Water) as set forth below:  
  
Recording Date: March 9, 1993  
Recording No.: Book 1113, Page 1963
12. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed for water rights and the rights as shown on Exhibit A to said deed, as set forth below:  
  
Recording Date: January 14, 1994  
Recording No.: Book 1175, Page 123  
  
Note: Dry-Up Rights Deed recorded January 25, 1995 at Book 1243, Page 2153
13. Terms, conditions, provisions, agreements and obligations contained in the Water Conveyance and Water Credit Agreement as set forth below:  
  
Recording Date: February 9, 1994

Recording No.: Book 1179 at Page 2093

- 14. 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

- 15. 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

- 16. 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

- 17. ~~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: well site pumping & water treatment  
Recording Date: December 28, 1994  
Recording No: Book 1238 at Page 2110~~

Intentionally Deleted Vacation of Easement recorded 5/23/2024 2024020736

- 18. 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: water main  
Recording Date: December 28, 1994  
Recording No: Book 1238 at Page 2115

- 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 Ordinance No. 2.96 as set forth below:

Recording Date: May 26, 1995  
Recording No.: 9523714

- 22. 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

- 23. 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

- 24. 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

- 25. 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

- 26. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement in favor of the Parker Water and Sanitation District as set forth below:

Recording Date: May 5, 2005  
Recording No.: Reception No. 2005039940

- 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, notes, terms, conditions, provisions, agreements and obligations as shown on the prior 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

31. Subject to the easements in the dedication language, the Flood Zone statement, and the easements as all shown on the plat for Salisbury North Minor Development Plat, 1st Amendment as set forth in the instrument:

Recording Date: October 25, 2022  
Recording No.: Reception No. 2022069001

32. Terms, conditions, provisions, agreements and obligations contained in the 30-Foot Nonexclusive Easement Agreement in favor of the Parker Water and Sanitation District as set forth below:

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

33. Terms, conditions, provisions, agreements and obligations contained in the Easement Agreement in favor of the Parker Water and Sanitation District as set forth below:

Recording Date: May 21, 2024  
Recording No.: Reception No. 2024020434

**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 Insurance Co., National Commercial Services by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Insurance Co., National Commercial Services assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Insurance Co., 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 Insurance Co., 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.

**LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH**

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

## LIMITATIONS OF LIABILITY

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THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

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