

February 10<sup>th</sup>, 2022

Steven Rabe Town Administrator Town of Georgetown

Re: Bighorn Crossing Minor Subdivision Planned Community Final Plat No. 2

#### Cover Letter:

This narrative is provided to accompany the related submittal documents that we are presenting for a Minor Subdivision Plat, and hopefully provides ample description of the purpose and nature of the minor subdivision proposal. We are presenting the following proposal for consideration as a Common Interest Community Subdivision with Sub-lots for review by the planning commission.

We are submitting a Minor Subdivision Plat to further subdivide lots within the Final Plat. This will provide sub-lots with property lines for each townhome. This will occur in Lots 5, 9, and 7 in block 2.

Area	Building #s	Use
Lot 5 Block 2	1,2,4,6,8,9	Townhomes
Lot 9 Block 2	10,11,12,15,18	Townhomes
Lot 7 Block 2	n/a	

# <u>Minor Subdivision Plat – Lot 5,9, and 7 in Block 2 Sub Lot Subdivision – Description:</u>

- Each townhome unit will become its own sub-lot, with defined property lines
- Property lines pass through a shared wall between each unit. Refer to exhibit sheets for example of the relationship between units, building elements, and property lines
- Easements are defined within each sublot to maintain access to utilities
- Lots will be numbered as sublots within the larger major Lots 5, 9, and 7 in block 2.

#### **Minor Subdivision Plat – Documents**

- <u>Page 1 Cover Sheet</u> vicinity map, surveyor's certificate, legal description, general notes, and required title blocks for official stamps
- Page 2-3 Minor Subdivision Plat Sublot plat of Lots 5, 9, and 7 in block 2



showing major lot lines, sublots, and lines and easements, sublot line tables showing distances, and bearings reference from plat drawings. Sublot area tables.

#### **Minor Subdivision Plat - Requirements**

- 1. Land Use Application:
  - See attached for completed Land Use Application. This application will serve as both Minor Subdivision and Final Plat combination documentation
- 2. Proof of Legal Ownership:
  - See attached Title Policy attached to this document
- 3. Cover Letter:
  - See narrative description of Minor Subdivision in the preceding text of this letter
- 4. A letter of Representation, signed and notarized by property owner for any applicant that is not a property owner.
  - Applicant is Senior Project Manager Garret Smith with Triple 7 Construction, please use the attached signed and notarized letter of representation proof that owner has given applicant permission to apply on behalf
- 5. Final Plat prepared by licensed Surveyor
  - See attached Bighorn Crossing Minor Subdivision Planned Community Final Plat No. 2
- 6. A copy of the Colorado State Land Survey Monument Record forms for any survey corners as required to be filed by Colorado law.
  - There is no requirement for Colorado State land survey monument records to be filed for this subdivision per Colorado law. See included email confirmation from licensed Surveyor Marcin Engineering and Surveying
- 7. An application fee per the Fee Schedule
  - Application fee to be provided to Town of Georgetown at time of application
- 8. Deposit to cover the reasonable anticipated costs for outside professional services.
  - Deposit payment will be remitted once invoice for services rendered is received.

#### <u>Final Plat – Requirements (expanded from Requirement #5 above)</u>

- 1. Land Use Application:
  - See attached for completed Land Use Application. This application will serve as both Minor Subdivision and Final Plat combination documentation
- 2. Proof of Legal Ownership:
  - See attached Title Policy attached to this document
- 3. Proof of Taxes Paid:
  - See attached documentation for proof of taxes paid on subject property



- 4. Cover Letter:
  - See narrative description of Minor Subdivision in the preceding text of this letter
- 5. A letter of Representation, signed and notarized by property owner for any applicant that is not a property owner:
  - Applicant is Senior Project Manager Garret Smith with Triple 7 Construction, please use the attached signed and notarized letter of representation proof that owner has given applicant permission to apply on behalf
- 6. Names and mailing address of all persons owning property within three hundred (300) feet, excluding public right of way, of the property subject to the application:
  - See attached list of names per request
- 7. Names and Mailing addresses of any mineral owners/lessees of the property subject to the application:
  - See attached list of names per request
- 8. Mailing envelopes for notification of property owners and mineral owners/lessees:
  - These will be provided within the required timeframe of 15 days prior to the meeting, upon confirmation of name and addresses per above item.
- 9. A copy of the Colorado State Land Survey Monument Record forms for any survey corners as required to be filed by Colorado law:
  - There is no requirement for Colorado State land survey monument records to be filed for this subdivision per Colorado law. See included email confirmation from licensed Surveyor Marcin Engineering and Surveying
- 10. Utility, drainage and traffic impact studies in accordance with the Town's engineering standards:
  - This requirement is not applicable to this application
- 11. Utility and ditch company service agreements and written commitments when applicable:
  - These are part of the approved Final Plat and have not changed because of the Minor Subdivision. Please refer to approved Final Plat drawings.
- 12. A Draft subdivision improvements agreement:
  - These are part of the approved Final Plat and have not changed because of the Minor Subdivision. Please refer to approved Final Plat drawings.
- 13. Draft Engineering plans and specifications for all public infrastructure and facilities, e.g., water and sewer systems, streets/paving, drainage, curb, gutter and sidewalk:
  - These are part of the approved Final Plat and have not changed because of the Minor Subdivision. Please refer to approved Final Plat drawings.
- 14. In addition to the information required to be provided on the preliminary plat, the final plat shall contain the following: (Refer to Final Plat checklist for expanded drawing requirements):
  - All Drawings will be drawn to the standards required for the Final Plat, as



expanded upon in the Final Plat Checklist

- 15. An application fee per the Fee Schedule:
  - Application fee to be provided to Town of Georgetown at time of application
- 16. Deposit to cover the reasonable anticipated costs for outside professional services:
  - Deposit payment will be remitted once invoice for services rendered is received.



TOWN OF GEORGETOWN 404 6TH STREET P.O. BOX 426 GEORGETOWN, CO 80444

LAND US	E APPLICATION
Project Name: Bighorn Crossing Minor Subdivis	ion Planned Community Plat No. 2
Project Site Address/Location: 2100 Arge	entine Street
Name of Applicant: Garret Smith on behalf of Co	entennial Opportunity Fund Owner   Agent
Address: 138 Main Street Ste G-003W Edv	wards, CO 81632
Legal Description/Parcel, Block, Lot # (At	ttach Additional Sheet if Needed):
See Final Plat Attached	
Telephone#: 970-985-9815 Fax#:	Email: Gsmith@777constructionllc.com
Town of Annilosis of the ball that small h	
Type of Application (check all that apply):  □ Subdivision: Conceptual Plan □ Subdivision: Preliminary Plat □ Subdivision: Final Plat □ Subdivision Exemption Plat □ Special Use Permit □ Temporary Use Permit □ Sign Permit □ PUD: Preliminary Development Plan □ PUD: Final Development Plan □ Rezoning □ Zoning Variance □ Floodplain Development Permit □ Annexation □ Site Specific Development Plan □ Certificate of Appropriateness	(Attach Subdivision Conceptual Plan Checklist) (Attach Subdivision Preliminary Plat Checklist) (Attach Subdivision Final Plat Checklist) (Attach Subdivision Exemption Plat Checklist) (Attach Special Use Permit Checklist) (Attach Temporary Use Permit Checklist) (Attach Sign Permit Checklist) (Attach PUD: Preliminary Development Plan Checklist) (Attach PUD: Final Development Plan Checklist) (Attach Rezoning Checklist) (Attach Zoning Variance Checklist) (Attach Floodplain Development Permit Checklist) (Attach Annexation Checklist) (Attach Site Specific Development Plan Checklist) (Attach Certificate of Appropriateness Application)
addition to the base application fee, a deposit to professional services may be required at the tim	cessed unless it is complete and all fees are paid. In cover the reasonable anticipated costs for outside the of application. I hereby certify that the information is in all respects true and accurate to the best of my
Signature:	Date: <b>2/9/22</b>

#### **INSTRUCTIONS**:

- 1. Review the relevant sections of the Georgetown Municipal Code (Typically Title 17, 18 and/or 21). Visit <a href="https://www.town.georgetown.co.us">www.town.georgetown.co.us</a>.
- 2. Read application and associated checklists thoroughly.
- 3. Complete and submit all of the requested information.
- 4. Applications not signed and lacking any of the requested information will be deemed incomplete and will not be scheduled for review.\*

#### \* \* \* \* APPLICANT NOT TO WRITE BELOW \* \* \* \*

	DATE
APPLICATION FEE PAID:	2-16-22
APPLICATION RECEIVED:	2-14-22
APPLICATION COMPLETE:	2-16-22
DESIGN REVIEW COMMISSION ACTION:	NA
PLANNING COMMISSION ACTION:	3-16-22
BOARD OF SELECTMEN ACTION:	
BOARD OF ADJUSTMENT ACTION:	a de la companya de l
PROPERTY POSTING:	
MAILINGS:	
PUBLICATION:	
REFERRAL AGENCIES NOTIFIED:	
ADMINISTRATIVE APPROVAL:	2 2 2 2
BOARD OF SELECTMEN APPROVAL:	7, 9 B
BOARD OF ADJUSTMENT APPROVAL:	T c av a
CERTIFICATE OF APPROPRIATENESS ISSUED:	1
PERFORMANCE GUARANTY POSTED:	

<sup>\*</sup> Note: A complete application includes this form, the applicable checklist(s), and all materials requested on the applicable checklist(s).



#### FINAL SUBDIVISION PLAT CHECKLIST

Thirty hard copies and one electronic version of all of the following information shall be submitted with any application that requires a final plat, unless one or more items are specifically waived in writing by the Town Administrator:

- ☑ The Land Use Application form provided by the Town Administrator.
- Proof of legal ownership in the form of a current title policy, and the names and addresses of the owners of the property and any lienholder(s).
- Proof of taxes paid.
- A cover letter including a statement of the purpose of the application and a brief description of the proposed subdivision.
- A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
- Names and mailing addresses of all persons owning property within three hundred (300) feet, excluding public rights-of-way, of the property subject to the application.
- Names and mailing addresses of any mineral owners/lessees of the property subject to the application.
- Mailing envelopes for notification of property owners and mineral owners/lessees.
- A copy of the Colorado State land survey monument record forms for any survey corners as required to be filed by Colorado law. N/A
- Utility, drainage and traffic impact studies in accordance with the Town's engineering standards. N/A
- ☐ Utility and ditch company service agreements and written commitments when applicable. N/A
- A draft subdivision improvements agreement prepared in substantial compliance with such format as adopted by the Town, to establish the obligations for the construction and warranty of public improvements. The draft subdivision agreement shall be inclusive of any financial security agreements and all terms and conditions, if any, of subdivision approval established by the Board of Selectmen. (The submission of the draft agreement can be delayed at the applicant's discretion until after the public hearing on the proposed final plat.)

  N/A
- Draft engineering plans and specifications for all public infrastructure and facilities, e.g., water and sewer systems, streets/paving, drainage, curb, gutter and sidewalk. N/A
- A proposed map/final plat drawn at a scale of not more than 1" = 100' and prepared in compliance with Article 51, Title 38, C.R.S., by a licensed professional land surveyor or engineer on one (1) or more numbered sheets 24" × 36" in size. The initial proposed map/final plat may be prepared on paper in pencil or ink so that changes or additions to the map/plat as may be required after final revision and approval of the same may be more easily accommodated. Maps/plats of two (2) or more sheets shall include an index identifying each sheet on the first sheet.



#### FINAL SUBDIVISION PLAT CHECKLIST

- In addition to the information required to be provided on the preliminary plat, the final plat shall contain the following:
  - The title under which the subdivision is to be recorded.
  - Accurate dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use, and other important features. All curves shall be circular arcs and shall be defined by the radius, central angle, tangent, arc and chord distances. All dimensions, both linear and angular, are to be determined by an accurate control survey in the field which must balance and close within a limit of one (1) in ten thousand (10,000). No final plat showing plus or minus dimensions will be approved.
  - Names of all adjoining subdivisions with dotted lines of abutting lots. If the adjoining land is unplatted, it should be shown as such.
  - An identification system for all lots and blocks and names for streets.
  - An identification of the streets, alleys, easements, parks and other public facilities as shown on the plat, and a dedication thereof to the public use. Areas reserved for future public acquisition shall also be delineated on the plat.
  - Total acreage and surveyed description of the area.
  - A description of all monuments, both found and set, which mark the boundaries of the property, and a description of all control monuments used in conducting the survey.
  - A statement by the land surveyor that the survey was performed by him or her in accordance with applicable state laws or under his or her direct responsibility, supervision and checking.
  - A statement by the land surveyor explaining how bearings, if used, were determined.
  - Signature and seal of the registered land surveyor.
  - A delineation of the extent of the one-hundred-year flood plain, the effective date thereof and that the same is subject to change.
  - Certification of approvals and signature blocks (see templates) for the following:
    - o The Planning Commission by the Chairperson.
    - o The Board of Selectmen by the Police Judge/Mayor.
    - Attestation and acceptance by the Town Clerk.
    - Clerk and Recorder for Clear Creek County acceptance.
    - Landowner ownership and dedication certificates.
    - o Title company/attorney title certificate.
    - o Surveyor's certificate.
    - o Mortgagee's certificate (when applicable).

An application fee per the Fee Schedule.	
A deposit to cover the reasonable anticipated costs for outside professional	services.



#### MINOR SUBDIVISION CHECKLIST

Two hard copies and one electronic version of all of the following information shall be submitted with an application for a minor subdivision\*, unless one or more items are specifically waived in writing by the Town Administrator:

X	The Land Use Application form provided by the Town Administrator.
X	Proof of legal ownership in the form of a current title policy, and the names and addresses of the owners of the property and any lienholder(s).
X	A cover letter including a statement of the purpose of the application and a brief description of the proposed minor subdivision.
X	A letter of representation, signed and notarized by the property owner(s), for any applicant that is not a property owner.
X	A final plat prepared by a licensed land surveyor in accordance with the Final Plat Checklist (attach).
X	A copy of the Colorado State land survey monument record forms for any survey corners as required to be filed by Colorado law. N/A
	An application fee per the Fee Schedule.
	A deposit to cover the reasonable anticipated costs for outside professional services.

\* If the minor subdivision is for a condominium subdivision, submit the Condominium Subdivision Checklist in lieu of this checklist.



# **Bighorn Crossing Minor Subdivision:**

Exhibit A -Proof of Ownership (Title Policy Attached)



#### **Chicago Title of Colorado**

32065 Castle Ct., Suite 200, Evergreen, CO 80439

Phone: (303) 670-8523 Fax: (303) 633-7781

DATE: October 27, 2021

FILE NUMBER: 598-C2067239-072-JT2

PROPERTY ADDRESS: Bighorn Crossing, Georgetown, CO 80444

BUYER/BORROWER: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4

OWNER(S): Centennial Opportunity Fund LLC, a Delaware Limited Liability Company

YOUR REFERENCE NUMBER:

ASSESSOR PARCEL NUMBER: R164657/R164659 R164661/R164663 R164660/R164662 R164658

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

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.

TO:	Chicago Title of Colorado	ATTN:	Jill Tadra
	32065 Castle Ct.	PHONE:	(303) 291-9890
	Suite 200	FAX:	(303) 670-8538
	Evergreen, CO 80439	E-MAIL:	tadraj@CTT.com
TO:	Purchaser with contractual rights under a purchase agreement with the vested owner	ATTN: PHONE:	Contract Purchaser or Designee
	identified at Item 4 below	FAX:	
		E-MAIL:	Delivered via email
TO:	Centennial Opportunity Fund LLC, a	ATTN:	
	Delaware Limited Liability Company	PHONE:	
		FAX:	
	The Mark To the Control of the Contr	E-MAIL:	Delivered via email
TO:	Chicago Title of Colorado	ATTN:	Debbie Amoroso
	32065 Castle Ct.	PHONE:	(303) 670-8523
	#200	FAX:	(303) 633-7781
	Evergreen, CO 80439	E-MAIL:	Debbie.Amoroso@ctt.com
TO:	TIEMEIER & STICH, P.C.	ATTN:	Max Stich
		PHONE:	
		FAX:	
		E-MAIL:	mstich@tslawpc.com
TO:	TIEMEIER & STICH, P.C.	ATTN:	Amber Paiz
		PHONE:	(720) 473-7521
		FAX:	(303) 531-0021
		E-MAIL:	apaiz@tslawpc.com
TO:	Evergreen	ATTN:	Jill Tadra
	32065 Castle Ct.	PHONE:	(303) 670-8523
	Suite 200	FAX:	(303) 633-7781

**END OF TRANSMITTAL** 



## COMMITMENT FOR TITLE INSURANCE

Issued by

#### **Chicago 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 EXTRA CONTRACTUAL 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, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 Months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

Authorized Signature

**Chicago Title Insurance Company** 

Randy Quirk

ATTEST Mayoru Kemojua

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165C Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)





#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
  - (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 shall not be 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

72C165C Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)



- (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 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 must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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. PRO-FORMA POLICY

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

#### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

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72C165C Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)



Transaction Identification Data for reference only:

Issuing Agent:

Chicago Title of Colorado

Issuing Office:

8055 E Tufts Ave, Suite 300, Denver, CO 80237

Loan ID Number:

Issuing Office File Number:

598-C2067239-072-JT2

Property Address: Revision Number:

Bighorn Crossing, Georgetown, CO 80444

#### SCHEDULE A

#### AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: October 22, 2021

2. Policy to be issued:

(a) ALTA Owner's Policy (6-17-06)

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Policy Amount: \$100,000.00

(b) None

Proposed Insured: Lender or designee with contractual rights under a loan agreement with the borrower identified as the Proposed Owner

Proposed Policy Amount: \$0.00

(c) None

Proposed Insured:

Proposed Policy Amount: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is:

#### **FEE SIMPLE**

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

Centennial Opportunity Fund LLC, a Delaware Limited Liability Company

5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof.

#### PREMIUMS:

ALTA Owner's Policy (6-17-06)

579.00

Tax Certs (7)

94.50

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# EXHIBIT A LEGAL DESCRIPTION

#### Parcel A:

Lot 3, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel B:

Lot 5, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel C:

Lot 6, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel D:

Lot 7, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel E:

Lot 8, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel F:

Lot 9, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel G:

Lot 4, Block 2, A Planned Community Plat No. 1, Bighorn Crossing Minor Subdivision, County of Clear Creek, State of Colorado.

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

AMERICAN
LAND TITLE
ASSOCIATION

## EXHIBIT A (Continued)

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)



# SCHEDULE B PART I – REQUIREMENTS

All of the following Requirements must be met:

- 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.
- d. Evidence that any and all assessments for common expenses, if any, have been paid.
- e. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Centennial Opportunity Fund LLC, a Delaware Limited Liability Company

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

- f. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- g. Recordation of updated Statement of Authority for Centennial Opportunity Fund LLC, a Delaware Limited Liability Company 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.

NOTE: Statement of Authority for Centennial Opportunity Fund LLC, a Delaware Limited Liability Company recorded January 12, 2018 at <u>286732</u> discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Kurt Soukup, as Manager

- h. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender.
- i. Furnish for recordation a full release of deed of trust:

Amount:

\$3,129,620,43

Trustor/Grantor:

Centennial Opportunity Fund LLC, a Delaware Limited Liability Company

Trustee:

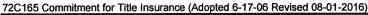
**Public Trustee of Clear Creek County** 

Beneficiary: Recording Date: Bank of Colorado April 10, 2018

Recording No:

287788

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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)

Assignment of Rents and Leases:

Recording Date:

April 10, 2018

Recording No:

287789

Notice of Disbursement recorded April 30, 2018 at 287790.

j. Furnish for recordation a full release of deed of trust:

Amount:

\$8,000,000.00

Trustor/Grantor:

Centennial Opportunity Fund LLC Public Trustee of Adams County

Trustee: Beneficiary:

JPMorgan Chase Bank

Recording Date:

August 26, 2019

Recording No:

292641 (affects Parcel G)

k. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

Click to view Tax Info

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.

NOTE: Exception number 5 will be removed from the policy provided the company conducts the closing.

#### 24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

#### **END OF REQUIREMENTS**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)



# SCHEDULE B PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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.
- 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 satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.
- 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: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.
- 8. Reservations contained in the Patent to the Town of Georgetown recorded October 26, 1875, in <u>Book 34</u> at <u>Page 341</u>, as follows: Providing that no title shall be hereby acquired to any mine of gold, silver, cinnabar or copper or to any valid mining claim or possession held under existing laws.
- 9. Any rights or interests of third parties which exist or are claimed to exist in and over the present and past bed, banks or waters of Clear Creek and Lagoon as depicted on the Map of Georgetown recorded October
  - 17, 1988 in Book 464 at Page 549
- 10. Rights and easements for navigation and fishery in favor of the public which may exist over that portion of said land lying beneath the waters of Clear Creek and Lagoon as depicted on the Map of Georgetown recorded October 17, 1988 in Book 464 at Page 549

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 1

AMERICAN
LAND TITLE
ASSOCIATION

## SCHEDULE B PART II – Exceptions

(Continued)

- 11. Any changes in area due to the relocation or movement of Clear Creek and Lagoon, said Creek and Lagoon being depicted on the Map of Georgetown recorded October 17, 1988 in Book 464 at Page 549.
- 12. 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:** 

February 2, 2018

Recording No:

286923

First Amendment recorded October 3, 2018 at Reception No. 289453

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

Recording Date:

February 2, 2018

Recording No.:

286924

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

Recording Date:

February 6, 2018

Recording No.:

286941

15. 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 recorded December 10, 2018 at Reception No. 290087.

#### **END OF EXCEPTIONS**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)



Order No. C2067239-072-JT2-CPF

#### **SCHEDULE B PART II - Exceptions** (Continued)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)





10/27/2021 12:57 PM Commitment No.: 598-C2067239-072-JT2

#### **AFFIDAVIT AND INDEMNITY AGREEMENT**

TO Chicago Title of Colorado a Colorado Corporation and Chicago Title Insurance Company, a Florida Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

#### See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: Bighorn Crossing, Georgetown, CO 80444

- We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting
  the property prior to the date of closing that would give rise to a special property tax assessment against the property after
  the date of closing.
- We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
- 4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
- 5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
- 6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
- 7. We further understand that any payoff figures shown on the settlement statement have been supplied to Chicago Title of Colorado as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Chicago Title of Colorado, a Colorado Corporation and Chicago Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

SELLER:	SELLER:
Centennial Opportunity Fund LLC, a Delaware Limited Liability Company	
SELLER:	SELLER:
State of Colorado }ss: County of Clear Creek	
The foregoing instrument was acknowledged, subscribed, and Fund LLC, a Delaware Limited Liability Company.	sworn to before me on by Centennial Opportunity
(SEAL)	Notary Public My Commission Expires:

10/27/2021 12:57 PM Commitment No.: 598-C2067239-072-JT2

## ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT LEGAL DESCRIPTION

#### Parcel A:

Lot 3, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel B:

Lot 5, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel C:

Lot 6, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel D:

Lot 7, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel E:

Lot 8, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel F:

Lot 9, Block 2, First Amended Bighorn Crossing Subdivision, County of Clear Creek, State of Colorado.

#### Parcel G:

Lot 4, Block 2, A Planned Community Plat No. 1, Bighorn Crossing Minor Subdivision, County of Clear Creek, State of Colorado.

#### **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 escrowsettlement 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 Chicago Title of Colorado 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.
  - o 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.

#### 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: <a href="http://www.fbi.gov">http://www.fbi.gov</a>

Internet Crime Complaint Center: http://www.ic3.gov

### FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

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); 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 types 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.

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

<u>Do Not Track.</u> Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites.</u> 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 three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

#### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to 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 nonaffiliated third party service providers 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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.

<u>For California Residents</u>: 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.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: 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: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: 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.

<u>For Vermont Residents</u>: 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.

#### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> 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, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer



# **Bighorn Crossing Minor Subdivision:**

**Exhibit B -Letter of Representation** 

(Authorization to process the application on behalf of the owner)

The Town of Georgetown P.O. Box 426 Georgetown, Colorado 80444-0426

Re: Bighorn Crossing Minor Subdivision Planned Community Plat No. 2

Dear Steven Rabe, Jennifer Yobski and Members of the DRC:

This letter is to serve as my authorization, Kurt Soukup, Manager of Centennial Opportunity Fund, LLC, to Garrett Smith and Greg Martin to act on the behalf of Centennial Opportunity Fund LLC in the manners of Bighorn Crossing Minor Subdivision Community Plat No. 2. Centennial Opportunity Fund LLC is sole owner and developer of Bighorn Crossing Community.

Should you have any further questions, please feel free to contact me at your convenience.

Sincerely,

Kurt Soukup

Manager

Centennial Opportunity Fund, LLC.

INDIVIDUAL ACKNOWLEDGMENT	
State/Commonwealth of Colorado	
County of <u>Fagle</u>	} ss.
On this the day of Dec	Month, 2021, before me Year, the undersigned Notary Public
personally appeared <u>KUY+ So</u>	Name(s) of Signer(s)
	personally known to me - OR -
	Proved to me on the basis of satisfactory evidence
	to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.
	WITNESS my hand and official seal.
DIANA KARINA SANDOVAL NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20184006398 MY COMMISSION EXPIRES FEBRUARY 17, 2024	Quana K Sundon Signature of Notary Flublic
Place Notary Seal/Stamp Above	Any Other Required Information (Printed Name of Notary, Expiration Date, etc.)
	OPTIONAL
This section is required for notarizations performation can deter alteration of the document or	med in Arizona but is optional in other states. Completing this fraudulent reattachment of this form to an unintended document.
<b>Description of Attached Document</b>	
Title or Type of Document: Authorization	Bighorn crossing Minor Subdivision
Document Date: 12-9-2021	Number of Pages:
Signer(s) Other Than Named Above:	
■ ZUTO INATIONAL INOTARY ASSOCIATION • WWW.National	Notary.org • 1-800-US NOTARY (1-800-876-6827) Item #25936



# **Bighorn Crossing Minor Subdivision:**

**Exhibit C -Final Plat** 

# ERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT CENTENBALL OPPORTURITY FIND LIC, A DELAWARE LIMITED LIMITHY COLOR-ANN BEING SOLE OMBETS IN FEE SAMPLE, MORTGAGE OF ALL THAT REAL PROPERTY STEADED IN THE TOWN OF GEORGETOMN CLEAR DREEK COUNTY, COLORADO DESCRIBED

OT 5, LOT 7, & LOT 9, BLOCK 2 FIRST AMENDED BIGHORN CROSSING SUBDIV

SHEADWARD IS A CHEEF OF THE THE SEPERATOR AND IN PAYIND AND HEADWARD IS SHEADWARD IS A CHEEF OF THE SEPERATOR AND HEADWARD IS A CHEEF OF THE SEPERATOR AND HEADWARD CHARAMET HATH. OLD SEPERATOR PROSPECTION, COUNTY OF CLEAR CREEK, AND DO HERBY ACCEST HE RESPONSEDLY FOR THE COMENTION OF RECORDERS AND HEADWARD HEA

OMNERS, LOT 5, LOT 7, & LOT 9, BLOCK 2 FIRST AMENDED BIGHORN CROSSING SUBDIVISION A.D. 20 DAY OF EXECUTED THIS

CENTENNIAL OPPORTUNITY FUND LLC. A DELAWARE LIMITED LIABILITY COMPANY BY KURT SOLIKUP LITS MANAGER. TITE

ODRESS

AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS A.D. 20\_\_ BY THE FOREGOING CERTIFICATE OF DEDICATION

SS(

TOWN OF GEORGETOWN STATE OF COLORADO COUNTY OF CLEAR CREEK

MY COMMISSION EXPIRES
WITNESS MY HAND AND OFFICIAL SEAL

OF 2018

NOTARY PUBLIC (SEAL) DED OF TRIST HOLDRE. — LINGTE, CREMEALT.
THE UNDERSTOOD AS LEGAL HALDER OF THE TEB OF TRUST HARPITAGE RECORDED ON APRIL 30, 2018 ATT
CREATION NO. 287798 OF THE RECORDER OF THE CLEAR CHEEK CONNITY CLEAR AND RECORDER, HETERY
CONSISTO. TO THE MINH WITH A SUBJECTIVE ALL OF IT'S RIGHT, THILE AND INTEREST UNIBER SAID DEED
INTERSTANCENCE. TO THE MINH YEAT,

2018 DAY OF\_ SIGNED THIS.

BANK OF COLORADO LENDER NAME

TOWN OF GEORGETOWN STATE OF COLORADO COUNTY OF CLEAR CREEK

DAY BANK OF COLORADO (JIII) BY (NAME)

Notary Public (SEAL)

CLERK AND RECORDER'S CERTIFICATE

I HEREBY CERTRY THAT THIS PLAT WAS ACCEPTED FOR FILING AND RECORDED AT THE OFFICE OF THE COUNTY OF CLEAR CREEK

. 20\_\_ AND IS DULY RECORDED AT RECEPTION PAGE AND/OR BOOK, \_ DAY OF\_

o'CLOCK

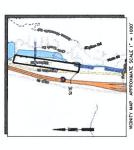
CLEAR CREEK COUNTY OF THE CLERK AND RECORDER AT ..

CLERK AND RECORDER

Planned Community Plat No. 2

# BIGHORN CROSSING MINOR SUBDIVISION

FIRST AMENDED BIGHORN CROSSING SUBDIVISION AMENDMENT NO. 1 Located in the Northeast  $\frac{1}{4}$  of Section 8 and the Southeast  $\frac{1}{4}$  of Section 15 Township 4 south, Range 74 West of the 6th Principal Meridian Town of Georgetown, County of Clear Creek, State of Colorado A RESUBDIVISION OF LOT 5, LOT 7, & LOT 9, BLOCK 2,





1) SURVEY DATE: JULY 1, 2018.

2) THE PURPOSE OF THIS PLANKED COMMUNITY SUBDIVISION PLAT IS TO CREATE SUBLOTS 18 THROUGH 24, FIRST AMEDIEED BIGGROOK OKOSSHIC SUBDIVISION, AME SUBLOTS 13 THROUGH CE, FIRST AMEDIEE BIGGROOK OKOSSHIC SUBDIVISION AS A PLANKED CAMMUNITY IN ACCREDIANCE, WITH THE COLOR PLANKED THE SUBDIVISION AS A PLANKED CAMMUNITY IN ACCREDIANCE, WITH THE COLOR PLANKED THE SUBDIVISION AS A PLANKED.

3) BASIS OF BEARINGS IS NORTHERLY LINE OF FIRST AMENDED BIGHORN CROSSING SUBDIVISION, BENO MONUMENTED ON THE WEST AND THE EAST BY YELLOW PLASTIC CAPS STAAPED LS 24960, SAID LINE BEARS N 8744/22" E 307,17 FEET, 4) The Boundary Dimensions. Easzaents, and Rights of Way Shown Hereda are per the Record Plant for the Sublect Sheeferty and The Sanch Personned By Chacago thie of Colonado Dated October 27, 2021, File No 596—508-728-773.

THE BOUNDARY DIMENSIONS. EASEMENTS, AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY WON THE SEARCH PERFORMED BY CHICAGO TITLE OF COLORADO DATED OCTOBER 27, 2021, FILE NO 598—2008739—072—07.

6) MOTICE. ACCORDING TO COLORADO LAW, YOU AUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DETECT IN THIS SURVEY WITHIN THREE T-CARS AFTER TO OF THIST DISCOVER SOLID REPECT, IN NO EVERT, MAY ANY ACTION BASED UPON ANY DETECT IN THIS STARE'N BE COMMENCED WORE THAN THY KASH STOUL THE DATE OF CRETIFICATION SHOWN HEREON

7) ALL REFERENCES TO RECORD DOCUMENTS ARE TO THE REAL ESTATE RECORDS OF THE OFFICE OF THE CLEAR CREEK COUNTY, COLORADO CLERK AND RECORDER.

8) LINEAL UNITS INDICATED ARE IN U.S. SURVEY FEET.

9) AS A MUSE TO PROMOTE THE PROTECTED HAD CONFIDENCE REQUIRED FOR PROMODES PRETABLED TO THE PROPERTY THROUGH OF THE PROMODES AND TO EXCLUDE AND TO EXCLUDE AND THE PROMODES. THE PROMODES AND TO EXCLUDE AND THE PROPERTY THAT THE ESTABLIST TO ANY ALLEGED DESCRIPTION FOR EXPRINCIPLOR OF ON THE PROPERTY, INCLUDION AND THE PROPERTY COME AND THE PROPERTY OF ANY ADMINISTRATION AND THE PROPERTY OF ANY ADMINISTRATION AND THE PROPERTY OF ANY OWNER MAY CALLED BE RECOVERED. THE PROPERTY OF ANY OWNER AND THE PROPERTY OF A CONSTRUCTION PROPESSIONAL, AS DETINED IN THE CONSTRUCTION DETECT RETURNS ANY OWNER.

10) STREET ADDRESSES CONTAINED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE CHANGED WITHOUT FURTHER MODIFICATION OF THIS DOCUMENT.

II) PURSUANT TO THIS PLANNED COMMUNITY PLAT NO. 2, BIGHIGRN CROSSING MINOR SCREDUNSDON, THE FOLLOWING SUBLOTS SHALL BE HOSTALITT UNITS IN ACCREDINGE WITH PLATA NOTE BG OF THE BIGHORION SCROSSING SUBSUNSDON PLAT: 12, 17, 40, 57, SUBLIGITS 12, AND 17 WILL BE CREATED BY A FUTURE COMMUNITY PLAT NO. 3

12) PALV OR TER-HOSPIALTY NEET, TORK 10, SOURCY (SEE SERVEND MORALITY HONDS WHAN LOT B. A BENDAL OF SERVEND WHAN LOT BENDAL ON THE SECOND WHAN LOT BENDAL OF SERVEND WHAN SERVEND WHAN LOT BENDAL OF SERVEND WHAN LOT BENDAL WHAN LOT BENDAL OF SERVEND WHAN LOT BENDAL

19) Port for dombne, vergretury wars, their Yos space of the "common, hospituth wins") and the electron that the dombne was settled to the common of the standard that was fortiged by a respectfully wars and greated by the common of the standard that was fortiged by a respectfully wars shut, chosen to the training was extended by the common of the standard by the s

(4) PLAT NOTE RESTRICTING SHORT TERM RENTALS; ALL SUBLOTS WITHIN THE SUBDIVISION ARE PROHIBITED FROM OBTAINING A SHORT TERM RENTAL PERMIT FROM THE TOWN OF GEORGETOWN

# TITE COMPANY CERTIFICATE

DOES HERBEY CRRIPY THAN IT HAS SHORN UPON THIS BLAN AND THAN THE TO SUCH LANGS IN CENTERALL, DEPORTURITY THAN LLC. A RELAMBLE LANTED THAT THE TO SUCH KIND THAN THE TO SUCH COMPANY TO CLUMBE AND CLEAR OF ALL LEFES, TAKES AND ENCOUREMENCES, EXCEPT AS TO CLUMB.

A.D., 20\_\_ AGENT\_ DATED THIS \_\_\_\_\_ DAY OF

BY: POLICE JUDGE/MAYOR DATE:

Hers services, constitutions for Art 107 Stown Herita Art 5 cg Squ. capacity. Research of Mr. 107 Stown Herita Art 5 cg Squ. capacity. Research of Mr. 107 Stown Herita Art 5 cg Squ. capacity. And La Deptices Nonexhall and the Research of Mr. 107 Stown Herita Art 5 cg Squ. capacity. And La Deptices Nonexhall and Mr. 107 Stown Herita Art 107 Sto

TOWN CLERK'S CERTIFICATE

TOWN OF GEORGETOWN COUNTY OF CLEAR CREEK STATE OF COLORADO

SS (

HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILLED IN MY OFFICE AT\_\_\_O'CLOCKL\_\_M,\_\_AND IS DULY RECORDED.

TOWN CLERK

DEORGETOWN PLANNING COMMISSION CERTIFICATE
THIS PLAT IS APPROVED\* THIS DAY OF
/S/ TOWN OF GEORGETOWN PLANNING COMMISSION.

# SURVEYOR'S CERTIFICATE

I. Fighdas S. BARCHO, DOTHERS CERTIFY THAT MA PROFESSIONAL. UND SMEKEON LUSISSED UNDER THE LANS OF THE STATE OF COLONDAN THAT OF STATE OF



IN WINESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS DAY OF . A.D., 20...

NOTICE, ACCORDING TO COCRADO LAW YOU LUIST COMMENCE ANY LEGAL ACTION BASED IPON ANY DEECT IN THIS SUMEY WITHIN THREE TRANS ACTION BASED DIPON ANY DEECT IN THIS SUMEY BE COMMENCED TO ACTION BASED DIPON ANY DEECT IN THIS SUMEY BE COMMENCED MORE THIS STATES FROM THE DATE OF CERTIFICATION SHOWN HEREON.

PRELIMINARY

Planned Community Plat No. 2
RRST AMENDED BIGHORN SUBDIVISION
RESUBDIVISION OF LOTES 3, N. & BLOCKS
IN A RESUBDIVISION CONTRACT AND RESUBDIVISION OF LOTES 3, N. & BLOCKS
TO A MENDIAGE TO CONTRACT OF CONTRACT OF THE CONTRAC

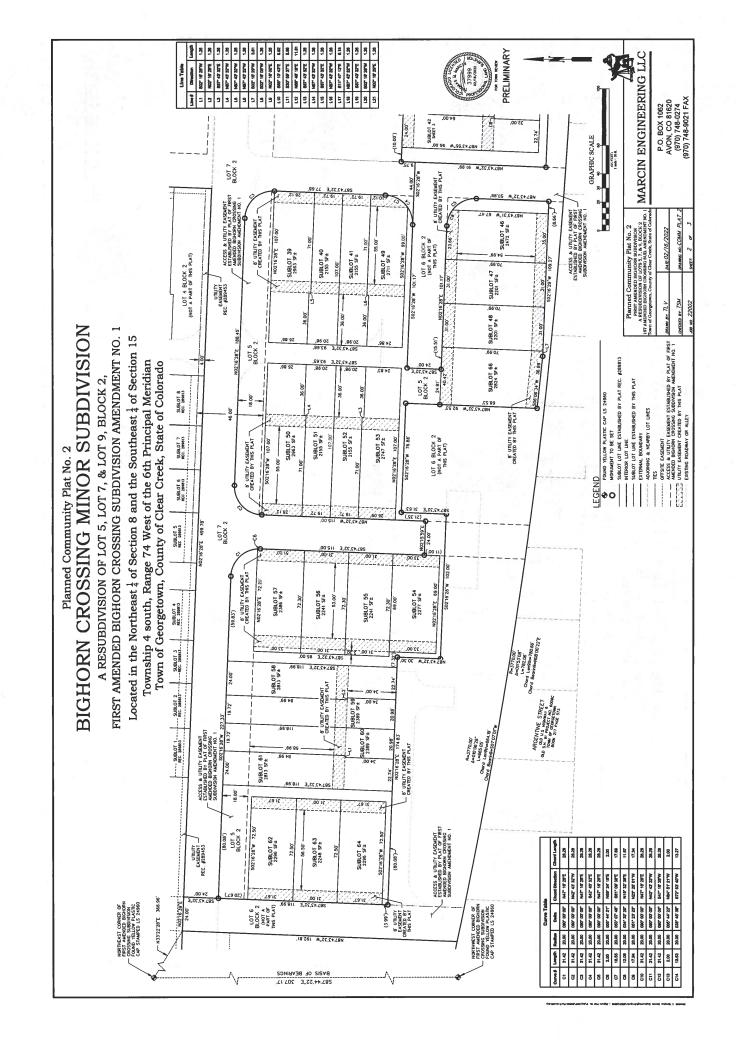
P.O. BOX 1062 AVON, CO 81620 (970) 748-0274 (970) 748-9021 FAX

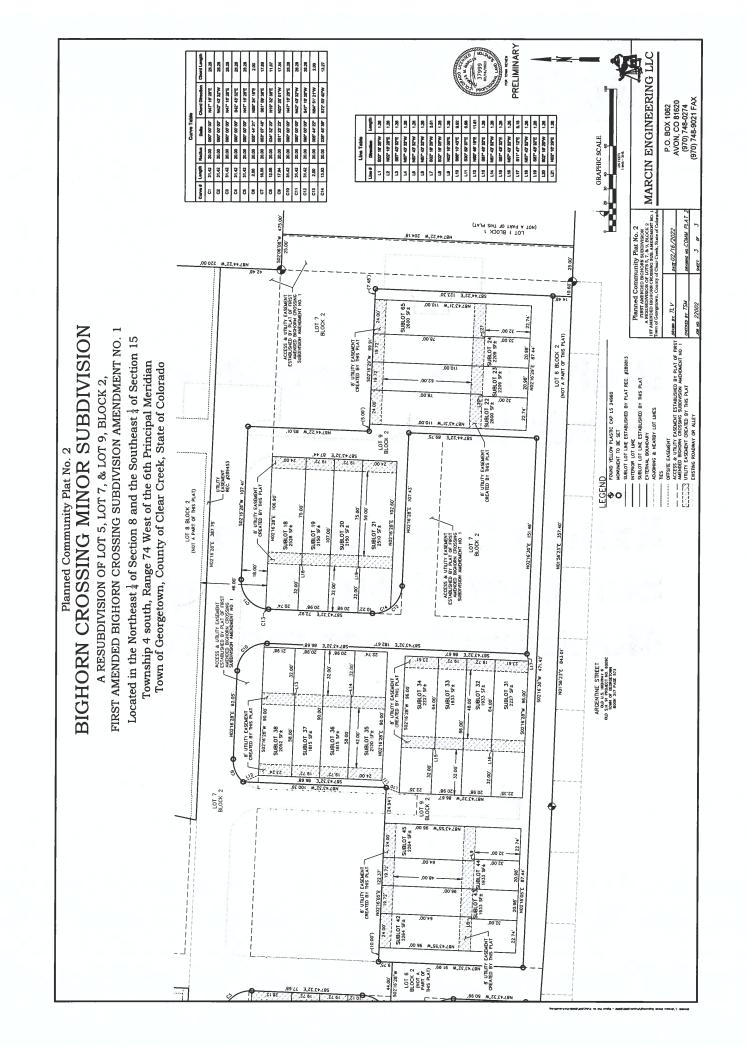
DRAMENG NO. COMM PLAT.

DATE: 02/16/2022

DRAIN BY TLV CHECKED BY TSM

MARCIN ENGINEERING LLC







## **Bighorn Crossing Minor Subdivision:**

Exhibit D -Email from Surveyor about Survey Monuments not required

#### **Garret Smith**

From: Antonio Vazquez <tony@marcinengineering.com>

Sent: Thursday, January 20, 2022 4:51 PM

To: Garret Smith

**Subject:** RE: Bighorn Crossing Plats

I don't have any for the corners of the Bighorn subdivision we're referencing in the plat. Unless I'm mistaken, those forms are only filled out with respect to government-placed public survey monuments or if a monument is set in place of one, the most common of which I've seen as section corners or quarter-section corners. So the monuments of the subdivision would be considered private. However, if we are required to fill one out for the subdivision corners we're referencing, I believe we can do this within a 6-month period based on the language in the statute.

Tony Vazquez, PE



Email: tony@marcinengineering.com

Mobile: 303-803-2140 www.marcinengineering.com

From: Garret Smith <gsmith@777constructionllc.com>

Sent: Thursday, January 20, 2022 3:59 PM

To: Antonio Vazquez <tony@marcinengineering.com>

**Subject: RE: Bighorn Crossing Plats** 

Tony,

Do you have any survey monument record forms for any survey corners as required to be filed by Colorado law?

From: Antonio Vazquez < tony@marcinengineering.com>

Sent: Thursday, January 20, 2022 1:46 PM

To: Garret Smith <gsmith@777constructionllc.com>

**Subject: Bighorn Crossing Plats** 

Hi Garret, here are our stamped plats for Bighorn Crossing for submittal to the Town today.

Thanks,

Tony Vazquez, PE



Email: tony@marcinengineering.com

Mobile: 303-803-2140 www.marcinengineering.com



# **Bighorn Crossing Minor Subdivision:**

**Exhibit E -Proof of Taxes Paid** 

### TAX LIEN SALE CERTIFICATE OF REDEMPTION

State of Colorado, Clear Creek County.

**County Treasurer CLEAR CREEK** 

Tax Lien Sale No. 2019-01069

I HEREBY CERTIFY that the Real Estate or Manufactured Home hereinafter described, situated in CLEAR CREEK COUNTY and the State of Colorado, which was sold for Delinguent Taxes for the year 2018 has this day been redeemed

by CENTENNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER

**Description of Property Redeemed** 

**Amounts By Years** 

**ACCOUNT NO: R164659** 

PARCEL ID: 195908142203

2018 Tax Sale 2019 Endorsement 2020 Endorsement Interest Redemption Fee

\$3,538.83 \$3,552.46 \$3.559.62 \$1,702.00 \$7.00

Subdivision: GEORGETOWN BIGHORN CROSSING Block: 2 Lot: 5

\$12,359.91



In Witness Whereof, I have set my Hand and Seal, this Dec-08-2021, Carol Lee, Treasurer, Clear Creek County, CO.

Amount of Redemption:

\$10,650.91

Redemption Fee:

\$7.00

Interest:

\$1,702.00

TOTAL:

\$12,359.91

By

Carol Lee **CLEAR CREEK COUNTY TREASURER** PO Box 2000 Georgetown, CO 80444

LIEN HOLDER:

**RETURN DOCUMENT TO:** 

rais/Lee

Robert Murphy 12913 Silver Elk Lane Littleton, CO 80127

CENTENNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP, MANAGER 138 MAIN STREET STE G-003W **EDWARDS, CO 81632** 

## TAX LIEN SALE CERTIFICATE OF REDEMPTION

State of Colorado, Clear Creek County. ss. County Treasurer CLEAR CREEK Tax Lien Sale No. 2019-01064

I HEREBY CERTIFY that the Real Estate or Manufactured Home hereinafter described, situated in CLEAR CREEK COUNTY and the State of Colorado, which was sold for Delinquent Taxes for the year 2018 has this day been redeemed

by
CENTENNIAL OPPORTUNITY FUND LLC A DE LLC
KURT SOUKUP. MANAGER

**Description of Property Redeemed** 

**Amounts By Years** 

ACCOUNT NO: R164661

PARCEL ID: 195908142205

2018 Tax Sale 2019 Endorsement 2020 Endorsement Interest Redemption Fee \$4,472.26 \$4,498.05 \$4,507.10 \$2,152.82 \$7.00

Subdivision: GEORGETOWN BIGHORN CROSSING Block: 2 Lot: 7

\$15,637.23



In Witness Whereof, I have set my Hand and Seal, this Dec-08-2021, Carol Lee, Treasurer, Clear Creek County, CO.

Amount of Redemption:

\$13,477,41

Redemption Fee:

\$7.00

Interest:

\$2,152.82

TOTAL:

\$15,637.23

\$15.6

Ву

(and Lee

Carol Lee
CLEAR CREEK COUNTY TREASURER
PO Box 2000
Georgetown, CO 80444

LIEN HOLDER:

**RETURN DOCUMENT TO:** 

FIG AS CUSTODIAN FOR FIG CO19, LLC AND SECURED PARTY PO BOX 54226

NEW ORLEANS, LA 70154-4226

US

CENTENNIAL OPPORTUNITY FUND LLC A

DE LLC

KURT SOUKUP. MANAGER 138 MAIN STREET STE G-003W

**EDWARDS, CO 81632** 

### TAX LIEN SALE CERTIFICATE OF REDEMPTION

State of Colorado, Clear Creek County. SS.

**County Treasurer CLEAR CREEK** 

Tax Lien Sale No. 2019-01080

I HEREBY CERTIFY that the Real Estate or Manufactured Home hereinafter described, situated in CLEAR CREEK COUNTY and the State of Colorado, which was sold for Delinquent Taxes for the year 2018 has this day been redeemed by

CENTENNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER

**Description of Property Redeemed** 

**Amounts By Years** 

**ACCOUNT NO: R164663** 

PARCEL ID: 195908143202

2018 Tax Sale 2019 Endorsement 2020 Endorsement Interest Redemption Fee

\$3,948.68 \$3.967.65 \$3,975.64 \$1,899.94 \$7.00

Subdivision: GEORGETOWN BIGHORN CROSSING Block: 2 Lot: 9

\$13,798.91



In Witness Whereof, I have set my Hand and Seal, this Dec-08-2021, Carol Lee, Treasurer, Clear Creek County, CO.

Amount of Redemption:

\$11,891.97

Redemption Fee:

\$7.00

Interest:

\$1,899.94

TOTAL:

\$13,798.91

By

Carol Lee CLEAR CREEK COUNTY TREASURER PO Box 2000 Georgetown, CO 80444

LIEN HOLDER:

**RETURN DOCUMENT TO:** 

molde

**BENJAMIN CHEANG** 11 FEDERAL BLVD #5 **DENVER, CO 80219** US

CENTENNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER 138 MAIN STREET STE G-003W

**EDWARDS, CO 81632** 

ClearCreekCountyTreasurer 405ArgentineSt. POBox2000 Georgetown, CO, 80444 303-679-2353 (p) 303-679-2459 (f)

#### Receipt2021-12-08-3-10293

#### \*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Product	Name	Extended
1	TaxPaymentR164657	\$16,883.39
		Account #: R164657
7 1127		Payment Amount: \$16,883.39
Paid by: CENTI	NNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER	
		Effective Date: 12/8/21 Balance remaining: \$0.00
Lien Interest Payment		\$75.4°
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$2.038.3
Delinquent Lien Interest Payment		\$5,031.08
LienPayment		\$9,031.00
DelinquentLienPayment Miscellaneous Payment		\$7.00
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DelinquentMiscellaneousPayment		
1	Tax Payment R164658	\$8,431.47
		Account #: R164658
Dold her CENTS	NNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER	Payment Amount: \$8,431.47
Faid by. CENT	MINAL OFFORTONITY FOND ELC A DE ELC KORT SOUKOF. MANAGER	Effective Date: 12/8/21
		Balance remaining: \$0,00
Lien Interest Payment		\$147.77
Delinquent Lien Interest Payment		\$887.36
LienPayment		\$2,955.44
Delinquent Lien Payment		\$4,433.90
DelinquentMiscellaneousPayment		\$7.00
1	TaxPayment R164659	\$12,359,91
•	Tax ayment (104033	Account #: R164659
Paid by: CENTE	NNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER	Payment Amount: \$12,359.91 138 MAIN STREET STE G-003W EDWARDS, CO 81632
		Effective Date: 12/8/21 Balance remaining: \$0.00
Lien Interest Payment		\$177.98
Delinquent Lien Interest Payment		\$1,524.02
LienPayment		\$3,559.62
Delinquent Lien Payment		\$7,091.29
DelinquentMiscellaneousPayment		\$7.00
	TO DESCRIPTION	
1	TaxPayment R164660	\$8,864.79
		Account #: R164660 Payment Amount: \$8,864.79
Paid by: CENTE	NNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP, MANAGER	138 MAIN STREET STE G-003W EDWARDS, CO 81632
		Effective Date: 12/8/21 Balance remaining: \$0,00
Lian Interest Dayment		\$127.46
Lien Interest Payment		
Delinquent Lien Interest Payment		\$1,093.77 \$2,549.15
LienPayment		\$5,087.41 \$5,087.41
DelinquentLienPayment DelinquentMiscellaneousPayment		\$7.00
	T D 10101001	
1	TaxPaymentR164661	\$15,637.23
		Account #: R164661 Payment Amount: \$15,637,23
Paid by: CENTE	NNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER	138 MAIN STREET STE G-003W EDWARDS, CO 81632
		Effective Date: 12/8/21 Balance remaining: \$0.00
		Dalaite itilialilig. \$0.00

Clear Creek County Treasurer 405 Argentine St. POBox 2000 Georgetown, CO, 80444 303-679-2353 (p) 303-679-2459 (f)

#### Receipt2021-12-08-3-10293

**DelinquentMiscellaneousPayment** 

0002

Tender (Direct Deposit)

Total

**Bank Account** 

	*** REPRINT *** REPRINT *** REPRINT ***	
Lien Interest Payment		\$225.36
Delinquent Lien Interest Pay	ment	\$1,927.46
LienPayment		\$4,507.10
Delinquent Lien Payment		\$8,970.31
DelinquentMiscellaneousP	ayment	\$7.00
1	TaxPaymentR164662	\$7,526.87
		Account #: R164662
Paid	by: CENTENNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER 138 I	Payment Amount: \$7,526.87 MAIN STREET STE G-003W EDWARDS, CO 81632 Effective Date: 12/8/21
		Balance remaining: \$0.00
Lien Interest Payment		\$108.12
Delinquent Lien Interest Pay	ment	\$929.06
LienPayment		\$2,162.36
DelinquentLlen Payment		\$4,320.33
DelinquentMiscellaneousPa	ayment	\$7.00
1	TaxPaymentR164663	\$13,798.91
		Account #: R164663
		Payment Amount: \$13,798.91
Paid	by: CENTENNIAL OPPORTUNITY FUND LLC A DE LLC KURT SOUKUP. MANAGER 138 M	MAIN STREET STE G-003W EDWARDS, CO 81632 Effective Date; 12/8/21
		Balance remaining: \$0.00
Lien Interest Payment		\$198.78
Delinquent Lien Interest Pay	ment	\$1,701.16
LienPayment		\$3,975.64
Delinquent Lien Payment		\$7,916.33

\$7.00

\$83,502.57

\$83,502.57



## **Bighorn Crossing Minor Subdivision:**

Exhibit F- Names and Addresses of properties within 300' of Proposed subdivision



## **Bighorn Crossing Neighbor Analysis**

Names and addresses within 300 Feet of Subject Property

Property Owner	Address
Benjamin Cheang	11 Federal Blvd Denver, CO 80219
Liu Xinyuan & Miao Lei	18102 E Oakwood Place Aurora, CO 80116
Sharon Ho & Kevin Ho	637 RED SPRUCE DRIVE Littleton, CO 80126
Lori Haworth & Ray Haworth	2150 Bighorn Trail Georgetown, CO 80444
Lanlan Qin	2142 Bighorn Trail Georgetown, CO 80444
Andrea and William Forsythe	7901 PINEY RIVER AVE Littleton, CO 80125
Peak Dwellings LLC	6834 W. 76th Place Arvada, CO 80003
Frank Charles and Thomas Seymour	2449 Summers Glen Drive NW Concord, NC 28027
Your Hair Looks Good Today LLC	2079 W 44th Ave Denver, CO 80211
NDTCO TRUSTEE FBO BILLY WANG IRA	1070 West Century Drive Louisville, CO 80027
DONALD R HOUSE	11237 Explorers Run Littleton, CO 80125
New Bighorn Crossing LLC	8902 N Meridian Street Suite 250 Indianapolis, IN 46260
Creek Elevation LLC A CO LLC	148 Snyder Mtn Road Evergreen, CO 80439
Clear Creek Holdings LLC	205 Yankee Creek Trail Evergreen, CO 80439

