

Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6880  
FAX 720.523.6967  
EMAIL: epermitcenter@adcogov.org

## REQUEST FOR COMMENTS

Case Name:  
Case Number:

Medlin Riverdale Vacation & Re-dedication  
VAC2024-00004

August 16, 2024

The Adams County Community and Economic Development Department is requesting comments on the following application: **Roadway vacation for a portion of the right-of-way for Riverdale Road. The request also includes a new right-of-way dedication for Riverdale Road.** The address is 15655 Riverdale Road. The Assessor's Parcel Number is 0157111100010, 0157112010003. The applicant is: Wayne Medlin, 15655 Riverdale Road, Brighton, CO 80602.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6949 by **September 10, 2024** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [LCampbell@adcogov.org](mailto:LCampbell@adcogov.org).

For further information regarding this case, please contact the Community and Economic Development Department, 4430 S. Adams County Pkwy., Brighton CO 80601, (720) 523-6800. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/current-land-use-cases](http://www.adcogov.org/current-land-use-cases). Thank you for your review of this case.

Lia Campbell  
Planner II

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5



**Application Type:**

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input type="checkbox"/> Conditional Use
<input checked="" type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

**PROJECT NAME:**

**APPLICANT**

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

**OWNER**

Name(s):  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

**TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)**

Name:  Phone #:   
Address:   
City, State, Zip:   
2nd Phone #:  Email:

**DESCRIPTION OF SITE**

Address: 15655 RIVERDALE ROAD

City, State, Zip: BRIGHTON, CO 80602

Area (acres or square feet): 67.322 ± 58.370 ACRES

Tax Assessor Parcel Number 0157111100016 ± 0157112010003

Existing Zoning: A-1

Existing Land Use: SINGLE FAMILY RESIDENTIAL ± AGRICULTURAL

Proposed Land Use: to remain the same

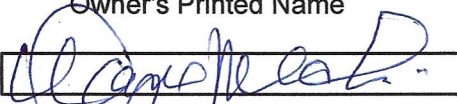
Have you attended a Conceptual Review? YES  NO

If Yes, please list PRE#:

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name: WAYNE E MEDLIN Date: 7/25/24

Owner's Printed Name

Name: 

Owner's Signature

PATRICIA L. MEDLIN

7/25/24

Patricia L Medlin

## **PURPOSE STATEMENT**

RIVERDALE ROAD – RIGHT OF WAY VACATION AND DEDICATION

SECTIONS 11 AND 12, T1S, R67W – ADAMS COUNTY, COLORADO

APPLICANT – WAYNE E. AND PATRICIA L. MEDLIN, 15655 RIVERDALE ROAD, BRIGHTON, CO 80602

RIVERDALE ROAD IN SECTIONS 11 AND 12, T1S, R67W, WAS DESCRIBED BY DEED AS RECORDED AT RECEPTION NO. C0593285 OF THE RECORDS OF ADAMS COUNTY, COLORADO. IN SAID DEED, THERE IS A CERTAIN CALL IN THE LEGAL DESCRIPTION THAT WAS SIMPLY IN ERROR AT THE TIME THE DEED WAS CREATED, IN THAT THE CHORD OF A CURVE WAS DESCRIBED RATHER THAN THE ARC OF THE CURVE. THIS ERROR CREATED A SITUATION WHERE THE DEED DOES NOT FOLLOW THE LONG-STANDING PHYSICAL ROAD, BARROW DITCHES, DRY UTILITIES AND ROW FENCES, WHICH FOLLOW A VERY OBVIOUS PRESCRIPTIVE USE ALONG A SMOOTH CURVE, RATHER THAN 2 SHARP JOGS AS INDICATED IN THE AFOREMENTIONED DEED, MANY SUBSEQUENT SURVEYS AND RECORDED PLATS, AS WELL AS ASSESSOR MAPPING INDICATE.

THIS APPLICATION FOR VACATION AND DEDICATION SEEKS TO CORRECT THIS ERROR BY VACATING THE 50' ROW ALONG THE CHORD OF THE CURVE, AND DEDICATING AN 80' ROW ALONG THE ARC OF THE CURVE. IT HAS BEEN AGREED UPON AND CLEARLY UNDERSTOOD THAT THIS NEW 80' WIDE ROW WILL BE 30' ON THE WESTERLY SIDE AND 50' ON THE EASTERLY SIDE OF THE CENTERLINE OF RIVERDALE ROAD AS LOCATED BY MEANS OF PHYSICAL SURVEY FOR ACCURANCY. THIS DEDICATION ACKNOWLEDGES AND MATCHES THAT ROW AS SHOWN ON THE RECORDED PLAT OF ART EPPINGER SUBDIVISION ON THE EAST SIDE OF RIVERDALE ROAD. FOR THIS STRETCH OF RIVERDALE ROAD, THE APPLICANT IS THE SURFACE OWNER OF BOTH THE WEST AND EAST SIDES OF RIVERDALE ROAD. A TITLE COMMITMENT HAS BEEN ISSUED AND SUPPLIED FOR BOTH PARCELS OF LAND THAT ARE IMPACTED BY THESE CORRECTIVE APPLICATIONS.

THE SUBJECT ERROR MENTIONED HEREIN WAS DISCOVERED BY DEVELOPMENT OF OIL & GAS ON THE WESTERN SIDE OF RIVERDALE ROAD, NOTING THE DISCREPANCY BETWEEN THE NOTED DEED AND THE EXISTING WESTERLY ROW FENCE FOR RIVERDALE ROAD.

AT THIS TIME, IT HAS BEEN DETERMINED THAT VACATING THE ERRONEOUS ROW ALONG THE CHORD OF THE CURVE AND DEDICATING NEW ROW ALONG ARC OF THE CURVE IS THE BEST METHOD TO CORRECT THIS SIMPLE ERROR. AS A RESULT OF THIS FAVORABLE VACATION AND SUBSEQUENT DEDICATION, THE SURFACE OWNER WOULD HAVE CLEAR TITLE TO LANDS THEY RIGHTFULLY OWN, ARE PAYING TAXES ON, AND DESIRE RIGHTFUL USE AND PEACEFUL ENJOYMENT OF. ADDITIONALLY, ADAMS COUNTY WOULD HAVE CLEAN TITLE TO RIGHT OF WAY THEY HAVE USED AND MAINTAINED FOR THE GENERAL PUBLIC FOR MANY YEARS.

IN CLOSING, APPLICANT HEREIN REQUESTS THE TIMELY AND AMICAL APPROVAL OF THE VACATION AND DEDICATION HEREIN DESCRIBED AS WELL AS ILLUSTRATED ON THE VACATION PLAT AND DEDICATION PLAT ACCOMPANYING THIS APPLICATION.

**VACATION PLAT OF A PORTION OF RIGHT-OF-WAY FOR RIVERDALE ROAD  
BEING A PORTION OF THE SW1/4 OF THE NW1/4 SECTION 12 AND IN THE SE1/4 OF THE NE1/4  
OF SECTION 11, ALL IN TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M.,  
ADAMS COUNTY, COLORADO**

**LEGAL DESCRIPTION**

50.00 FEET IN WIDTH RIGHT-OF-WAY TO BE VACATED BY ADAMS COUNTY.

A STRIP OF LAND 50.00 FEET IN WIDTH LOCATED IN THE SW1/4 OF THE NW1/4 OF SECTION 12, AND IN THE SE1/4 OF THE NE1/4 OF SECTION 11, ALL IN T1S, R67W OF THE 6TH P.M., BEING A PORTION OF THAT RIGHT OF WAY FOR RIVERDALE ROAD AS DESCRIBED IN THAT DEED AS RECORDED AT RECEPTION NO. C0593285 OF THE RECORDS OF ADAMS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12, FROM WHICH THE W1/4 CORNER OF SAID SECTION 12 BEARS S00°02'52"E, THENCE S07°55'36"E, 1,552.70 FEET TO A NORTHEASTERLY CORNER OF PARCEL A, MEDLIN EXEMPTION FROM SUBDIVISION, ACCORDING TO THE PLAT AS RECORDED AT RECEPTION NUMBER 2015000067983 OF THE RECORDS OF ADAMS COUNTY, COLORADO AND THE TRUE POINT OF BEGINNING;

THENCE S01°24'54"E, 263.13 FEET; THENCE S27°30'43"W, 562.21 FEET; THENCE S50°59'16"W, 298.80 FEET; THENCE S47°41'39"W, 75.00 FEET; THENCE S34°29'37"W, 125.00 FEET; THENCE S30°03'47"W, 1.55 FEET TO THE SOUTH LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 11; THENCE N88°48'46"E, 61.69 FEET ALONG THE SOUTH LINE OF THE SE1/4 OF THE NE1/4 OF SAID SECTION 11; THENCE N34°29'37"E, 85.66 FEET; THENCE N47°41'39"E, 67.28 FEET; THENCE N50°59'16"E, 307.35 FEET; THENCE N27°30'43"E, 585.49 FEET; THENCE N01°24'54"W, 274.02 FEET TO THE NORTH LINE EXTENDED EASTERLY OF PARCEL A OF SAID MEDLIN EXEMPTION FROM SUBDIVISION; THENCE N89°06'39"W, 50.04 FEET ALONG THE NORTH LINE EXTENDED EASTERLY OF PARCEL A OF SAID MEDLIN EXEMPTION FROM SUBDIVISION TO THE NORTHEAST CORNER OF PARCEL A OF SAID MEDLIN EXEMPTION FROM SUBDIVISION AND THE TRUE POINT OF BEGINNING.

AREA = 1.519 ACRES (66,164 SQ. FT.), MORE OR LESS

**SURVEYOR'S NOTES**

- A) BEARINGS ARE REFERRED TO THE EAST LINE THE NE1/4 OF SECTION 11, T1S, R67W, 6th P.M. AS SHOWN HEREON, AS BEARING N00°02'52"W (GPS OBSERVATION).
- B) ALL TITLE WORK WAS PROVIDED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, TITLE REPORT No. 459-HS0833389-416, COMMITMENT DATE JULY 12, 2024.

**PURPOSE STATEMENT**

RIVERDALE ROAD – RIGHT OF WAY VACATION AND DEDICATION.

SECTIONS 11 AND 12, T1S, R67W – ADAMS COUNTY, COLORADO.

APPLICANT – WAYNE E. AND PATRICIA L. MEDLIN, 15655 RIVERDALE ROAD, BRIGHTON, CO 80602.

RIVERDALE ROAD IN SECTIONS 11 AND 12, T1S, R67W, WAS DESCRIBED BY DEED AS RECORDED AT RECEPTION NO. C0593285 OF THE RECORDS OF ADAMS COUNTY, COLORADO. IN SAID DEED, THERE IS A CERTAIN CALL IN THE LEGAL DESCRIPTION THAT WAS SIMPLY IN ERROR AT THE TIME THE DEED WAS CREATED, IN THAT THE CHORD OF A CURVE WAS DESCRIBED RATHER THAN THE ARC OF THE CURVE. THIS ERROR CREATED A SITUATION WHERE THE DEED DOES NOT FOLLOW THE LONG-STANDING PHYSICAL ROAD, BARROW DITCHES, DRY UTILITIES AND ROW FENCES, WHICH FOLLOW A VERY OBVIOUS PRESCRIPTIVE USE ALONG A SMOOTH CURVE, RATHER THAN 2 SHARP JOGS AS INDICATED IN THE AFOREMENTIONED DEED, MANY SUBSEQUENT SURVEYS AND RECORDED PLATS, AS WELL AS ASSESSOR MAPPING INDICATE.

THIS APPLICATION FOR VACATION AND DEDICATION SEEKS TO CORRECT THIS ERROR BY VACATING THE 50' ROW ALONG THE CHORD OF THE CURVE, AND DEDICATING AN 80' ROW ALONG THE ARC OF THE CURVE. IT HAS BEEN AGREED UPON AND CLEARLY UNDERSTOOD THAT THIS NEW 80' WIDE ROW WILL BE 30' ON THE WESTERLY SIDE AND 50' ON THE EASTERLY SIDE OF THE CENTERLINE OF RIVERDALE ROAD AS LOCATED BY MEANS OF PHYSICAL SURVEY FOR ACCURANCY. THIS DEDICATION ACKNOWLEDGES AND MATCHES THAT ROW AS SHOWN ON THE RECORDED PLAT OF ART EPPINGER SUBDIVISION ON THE EAST SIDE OF RIVERDALE ROAD. FOR THIS STRETCH OF RIVERDALE ROAD, THE APPLICANT IS THE SURFACE OWNER OF BOTH THE WEST AND EAST SIDES OF RIVERDALE ROAD. A TITLE COMMITMENT HAS BEEN ISSUED AND SUPPLIED FOR BOTH PARCELS OF LAND THAT ARE IMPACTED BY THESE CORRECTIVE APPLICATIONS.

THE SUBJECT ERROR MENTIONED HEREIN WAS DISCOVERED BY DEVELOPMENT OF OIL & GAS ON THE WESTERN SIDE OF RIVERDALE ROAD, NOTING THE DISCREPANCY BETWEEN THE NOTED DEED AND THE EXISTING WESTERLY ROW FENCE FOR RIVERDALE ROAD.

AT THIS TIME, IT HAS BEEN DETERMINED THAT VACATING THE ERRONEOUS ROW ALONG THE CHORD OF THE CURVE AND DEDICATING NEW ROW ALONG ARC OF THE CURVE IS THE BEST METHOD TO CORRECT THIS SIMPLE ERROR. AS A RESULT OF THIS FAVORABLE VACATION AND SUBSEQUENT DEDICATION, THE SURFACE OWNER WOULD HAVE CLEAR TITLE TO LANDS THEY RIGHTFULLY OWN, ARE PAYING TAXES ON, AND DESIRE RIGHTFUL USE AND PEACEFUL ENJOYMENT OF. ADDITIONALLY, ADAMS COUNTY WOULD HAVE CLEAN TITLE TO RIGHT OF WAY THEY HAVE USED AND MAINTAINED FOR THE GENERAL PUBLIC FOR MANY YEARS.

IN CLOSING, APPLICANT HEREIN REQUESTS THE TIMELY AND AMICAL APPROVAL OF THE VACATION AND DEDICATION HEREIN DESCRIBED AS WELL AS ILLUSTRATED ON THE VACATION PLAT AND DEDICATION PLAT ACCOMPANYING THIS APPLICATION.

**FLOOD NOTE:**

**FLOOD NOTE:** ACCORDING TO FLOOD INSURANCE RATE MAP, COMMUNITY NUMBERS 08001C0326H, REVISED ON MARCH 5, 2007, PORTIONS OF THIS PROPERTY ARE IN FLOOD ZONE "A" & FLOOD ZONE "AE". FLOOD ZONES ARE AS SHOWN BASED ON GRAPHIC PLOTTING ONLY.

**EASEMENT PRESERVATION NOTE**

- A) RESERVING, HOWEVER, AN EASEMENT FOR THE CONTINUED USE OF EXISTING SEWER, GAS, WATER AND SIMILAR PIPELINES AND APPURTENANCES, AND ELECTRIC, TELEPHONE, AND SIMILAR LINES AND APPURTENANCES WITHIN SAID STREET RIGHT-OF-WAY.

**CERTIFICATE**

I, LOREN K. SHANKS, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THE PLAT WAS MADE UNDER MY PERSONAL SUPERVISION, AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND ADAMS COUNTY.

BY: \_\_\_\_\_  
DATE

PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 28285  
STATE OF COLORADO

**LEGEND OF SYMBOLS & ABBREVIATIONS**

- ▲ SECTION CORNER LOCATED.
- △ SECTION CORNER RE-ESTABLISHED (NOT SET ON GROUND)
- DISTANCE REFERENCE ONLY
- SECTION LINE
- BOUNDARY LINE
- 1/16 SECTION LINE
- 1/4 SECTION LINE
- ===== EXISTING ROAD
- EXISTING EASEMENT/R-O-W
- PROPERTY LINE
- █ FLOOD ZONE A
- █ FLOOD ZONE AE

**RIVERDALE ROAD**

SECTIONS 11 & 12, T1S, R67W, 6th P.M.,  
ADAMS COUNTY, COLORADO

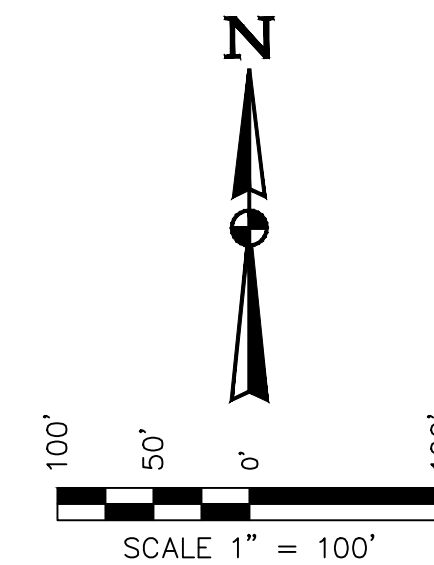
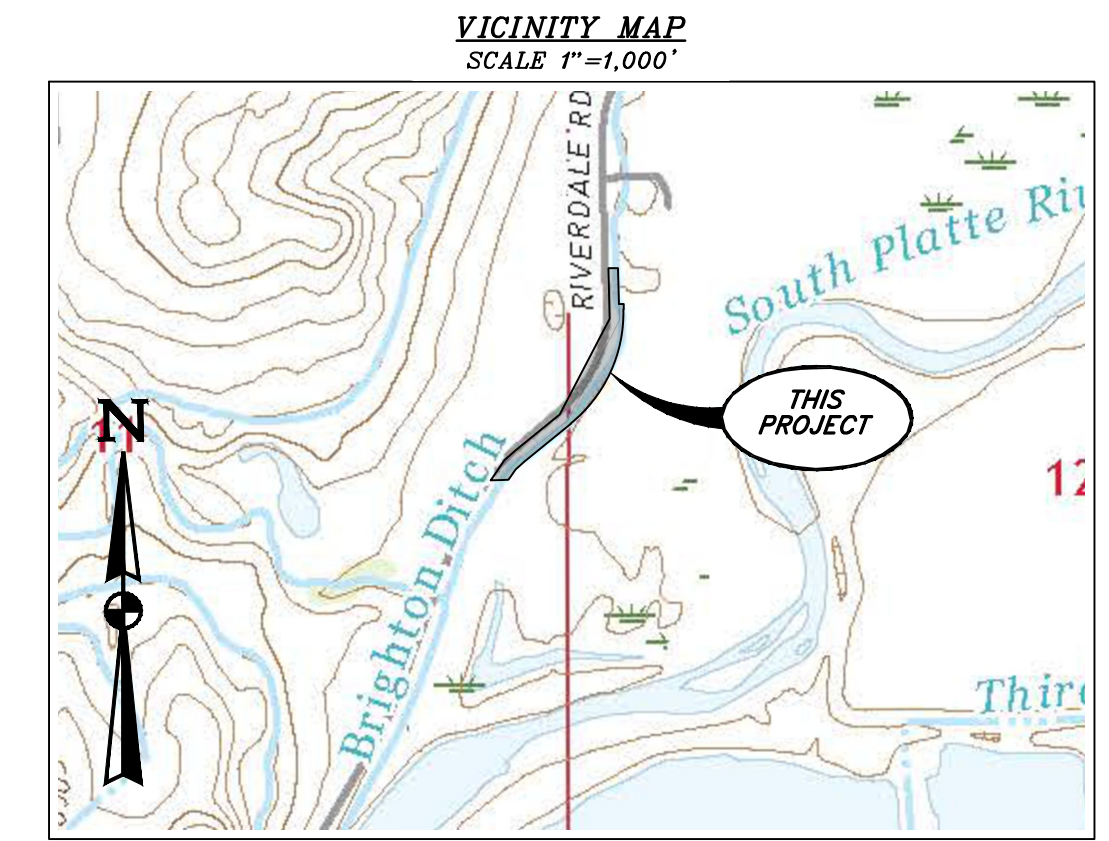
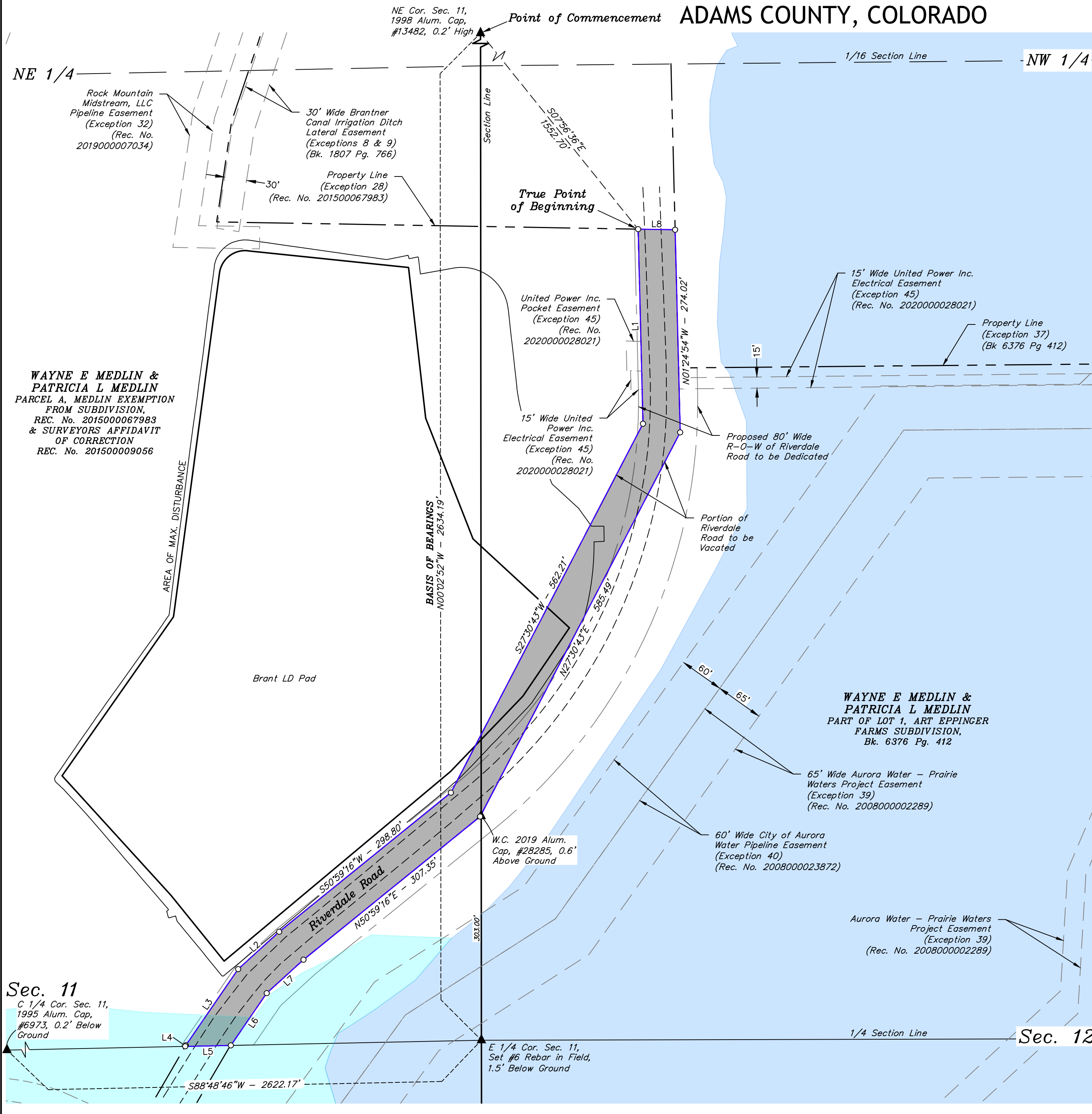
SURVEYED BY:	DRAWN BY:	PROJECT:	FILE:	SCALE:	SHEET:
J.C., L.S. 04-05-19	B.D.H. 07-23-24	PDC01-22-0005	P-2054	N/A	1 OF 2



**UELS, LLC**  
Regional Office \* 913 38th Avenue Court  
Greeley, Co 80634 \* (970) 506-1544  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

**VACATION PLAT**

**VACATION PLAT OF A PORTION OF RIGHT-OF-WAY FOR RIVERDALE ROAD  
BEING A PORTION OF THE SW1/4 OF THE NW1/4 SECTION 12 AND IN THE SE1/4 OF THE NE1/4  
OF SECTION 11, ALL IN TOWNSHIP 1 SOUTH, RANGE 67 WEST, 6TH P.M.,  
ADAMS COUNTY, COLORADO**



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S01°24'54"E	263.13'
L2	S47°41'39"W	75.00'
L3	S34°29'37"W	125.00'
L4	S30°03'47"W	1.55'
L5	N88°48'46"E	61.69'
L6	N34°29'37"E	85.66'
L7	N47°41'39"E	67.28'
L8	N89°06'39"W	50.04'

**RIVERDALE ROAD**

SECTIONS 11 & 12, T1S, R67W, 6th P.M.,  
ADAMS COUNTY, COLORADO

<b>SURVEYED BY:</b> J.C., L.S. 04-05-19	<b>DRAWN BY:</b> B.D.H. 07-23-24	<b>PROJECT:</b> PDC01-22-0005	<b>FILE:</b> P-2054	<b>SCALE:</b> 1" = 100'	<b>SHEET:</b> 2 OF 2
---	--	----------------------------------	------------------------	----------------------------	-------------------------

**UELTS, LLC**  
Regional Office \* 913 38th Avenue Court  
Greeley, Co 80634 \* (970) 506-1544  
Corporate Office \* 85 South 200 East  
Vernal, UT 84078 \* (435) 789-1017

**UINTAH**  
VACATION PLAT

**SCHEDULE A**

**Title Report No.:** 459-HS0833389-416

1. **Effective Date:** July 12, 2024 at 12:00 AM
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:  
    [Wayne E. Medlin and Patricia L. Medlin](#)
4. The land referred to in this Title Report is described as follows:  
    SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
    (for informational purposes only) 15655 Riverdale Rd., Brighton, CO 80602-8216

**EXHIBIT "A"**  
Legal Description

**Parcel 1:**

Parcel A of Medlin Exemption From Subdivision, according to the map thereof recorded August 17, 2015 at Reception No. [2015000067983](#) and Surveyor's Affidavit of Correction recorded October 28, 2015 at Reception No. [2015000090506](#), in the records of the Adams County Clerk and Recorder, being part of Sections 11 and 12, Township 1 South, Range 67 West of the 6th P.M., County of Adams, State of Colorado.

For informational purposes only: 15655 Riverdale Road, Brighton, CO 80601/Parcel No. 0157111100010

**Parcel 2:**

Lot 1, Block 1, Art Eppinger Farms, EXCEPT that part conveyed in Deed recorded November 30, 1992 in [Book 3991 at Page 445](#), County of Adams, State of Colorado.

For informational purposes only: vacant land, Brighton, CO 80601/Parcel No. 0157112010003



## SCHEDULE B Exceptions

1. Reservations made by the Union Pacific Railway Company in the deed set forth below, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of the Land and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon the Land, and for transportation of coal from same, and any and all assignments thereof or interests therein:

Recording Date: February 8, 1889  
Recording No: [Book A2 at Page 287](#)

2. Reservations made by the Union Pacific Railway company in the deed set forth below, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of the Land and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon the Land, and for transportation of coal from same, and any and all assignments thereof or interests therein:

Recording Date: November 7, 1896  
Recording No: [Book A33 at Page 297](#)

3. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein..

Recording Date: August 28, 1953  
Recording No: [Book 473 at Page 536](#)

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

Granted to: Public Service Company of Colorado  
Purpose: Transmission of electricity  
Recording Date: March 27, 1962  
Recording No: [Book 974 at Page 244](#)

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

Granted to: Public Service Company of Colorado  
Purpose: Transmission of electricity  
Recording Date: June 7, 1962  
Recording No: [Book 989 at Page 539](#)

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

Granted to: Union Rural Electric Association, Inc.  
Purpose: Electric transmission and/or distribution line or system  
Recording Date: September 25, 1969  
Recording No: [Book 1547 at Page 378](#)

7. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: April 16, 1970

**SCHEDULE B**  
**Exceptions**  
(continued)

Recording No: [Book 1591 at Page 226](#)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Platte Gravel Corp.  
Purpose: Underground pipeline and irrigation ditch  
Recording Date: July 18, 1972  
Recording No: [Book 1807 at Page 766](#), Reception No. 967038

Quit Claim Deed recorded April 8, 1974 in [Book 1923 at Page 149](#) purports to release said easement.

9. Undivided full interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: Platte Gravel Co.  
Recording Date: July 18, 1972  
Recording No.: [Book 1807 at Page 766](#)

and Quit Claim Deed recorded April 8, 1974 in [Book 1923 at Page 149](#).

10. Undivided Platte Gravel Corp. interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: Platte Gravel Corp.  
Recording Date: September 13, 1972  
Recording No.: [Book 1818 at Page 124](#)

and Quit Claim Deed recorded March 27, 1974 in [Book 1920 at Page 675](#).

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

Granted to: Alvin G. Hahn and Norma D. Hahn  
Purpose: Irrigation ditch  
Recording Date: September 13, 1972  
Recording No: [Book 1818 at Page 124](#)

12. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: December 3, 1974  
Recording No: [Book 1966 at Page 826](#)

13. Undivided one-half (1/2) interest in all oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: Arthur W. Eppinger and Virginia A. Eppinger  
Recording Date: June 11, 1975  
Recording No.: [Book 1999 at Page 110](#)

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

**SCHEDULE B**  
**Exceptions**  
(continued)

Recording Date: March 29, 1985  
Recording No: [Book 3006 at Page 225](#)

and Assignment of Mining Lease recorded July 11, 1985 in [Book 3012 at Page 9](#).

15. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: June 25, 1991  
Recording No: [Book 3790 at Page 256](#)

16. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 3, 1991  
Recording No: [Book 3793 at Page 247](#)

17. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: July 24, 1991  
Recording No: [Book 3799 at Page 658](#)

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

Recording Date: December 23, 1996  
Recording No: [Book 4904 at Page 989](#)

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

Recording Date: October 27, 1997  
Recording No: [Book 5138 at Page 539](#)

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

Granted to: Public Service Company of Colorado  
Purpose: Pipeline  
Recording Date: February 2, 2000  
Recording No: [Book 6025 at Page 233](#), Reception No. C0637298

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

Granted to: Nicolle M. Stinnett and John Paul Stinnett  
Purpose: 30-foot wide temporary easement for access from Riverdale Road  
Recording Date: December 8, 2000  
Recording No: [Book 6351 Page 657](#), Reception No. C0739654

**SCHEDULE B**  
**Exceptions**  
(continued)

22. Request for Notification of Surface Development recorded May 20, 2002 at Reception No. [C0971713](#).
23. Request for Notification of Surface Development recorded March 31, 2006 at Reception No. [20060331000327130](#).
24. Request for Notification of Surface Development recorded August 7, 2007 at Reception No. [2007000076064](#).
25. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.
- :
- Recording Date: April 18, 2014  
Recording No: [2014000023494](#)
26. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Surface Use Agreement as set forth below:
- Recording Date: April 18, 2014  
Recording No: [2014000023496](#)
27. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2015-331 as set forth below:
- Recording Date: July 29, 2015  
Recording No: [2015000061775](#)
28. Terms, conditions, restrictions, provisions, notes and easements as set forth on the Medlin Exemption From Subdivision set forth below:
- Recording Date: August 17, 2015  
Recording No: [2015000067983](#)
- and Surveyor's Affidavit of Correction recorded October 28, 2015 at Reception No. [2015000090506](#).
29. Terms, conditions, provisions, agreements and obligations contained in the Access Easement Agreement as set forth below:
- Recording Date: August 21, 2015  
Recording No: [2015000069434](#)
30. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2015-527 as set forth below:
- Recording Date: December 21, 2015  
Recording No: [2015000105765](#)
31. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

**SCHEDULE B**  
**Exceptions**  
(continued)

Recording Date: March 22, 2018  
Recording No: [2018000023502](#)

Affidavit of Extension of Oil and Gas Leases recorded October 15, 2020 at Reception No. [20200000104865](#).

32. Terms, conditions, provisions, agreements and obligations contained in the Grant and Terms of Pipeline Easement and Temporary Use Area as set forth below:

Recording Date: January 29, 2019  
Recording No: [2019000007034](#)

33. Undivided grantors' interest in all oil, gas and other mineral rights reserved in the instrument set forth below, and any and all assignments thereof or interests therein:

Reserved by: Alvin G. Hahn and Norma D. Hahn  
Recording Date: September 26, 1973  
Recording No.: [Book 1890 at Page 541](#)

34. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: October 5, 1982  
Recording No: [Book 2683 at Page 444](#)

35. 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 of Art Eppinger Farms as set forth below:

Recording Date: November 14, 1984  
Recording No: [B538606](#)

36. Undivided one hundred percent of grantor's interest in all oil, gas and other mineral rights granted by the instrument set forth below, and any and all assignments thereof or interests therein:

Granted to: Virgart Ltd. Liability Co.  
Recording Date: December 18, 1995  
Recording No.: [Book 4646 at Page 242](#)

37. Terms, conditions, provisions, agreements and obligations contained in the Deed of Conservation Easement as set forth below:

Recording Date: December 29, 2000  
Recording No: [Book 6376 at Page 412](#)

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

Recording Date: January 26, 2006

**SCHEDULE B**  
**Exceptions**  
(continued)

Recording No: [20060126000090770](#)

39. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision - Case #PRJ2007-00015 Aurora Water - Prairie Waters Project as set forth below:

Recording Date: January 9, 2008

Recording No: [2008000002289](#)

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

Granted to: the City of Aurora, Colorado, a municipal corporation

Purpose: Water pipelines

Recording Date: March 26, 2008

Recording No: [2008000023872](#)

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

Granted to: Urban Drainage and Flood Control District, a quasi-governmental entity

Purpose: Drainage and flood control facilities

Recording Date: April 1, 2009

Recording No: [2009000022585](#)

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

Recording Date: June 25, 2013

Recording No: [2013000054150](#)

43. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, and any and all assignments thereof or interests therein.

Recording Date: April 18, 2014

Recording No: [2014000023495](#)

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

Granted to: the City of Thornton, a Colorado municipal corporation

Purpose: Underground sanitary sewer pipelines, force mains, manholes and all underground and surface appurtenances

Recording Date: September 30, 2015

Recording No: [2015000081246](#)

and Assignment of Easements and Agreement recorded November 14, 2019 at Reception No. [2019000099026](#).

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

Granted to: United Power, Inc.

Purpose: Electrical and communications facilities

Recording Date: March 27, 2020

Recording No: [2020000028021](#)

**SCHEDULE B**  
**Exceptions**  
(continued)

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

Recording Date: August 4, 2020  
Recording No: [2020000073869](#)

47. Terms, conditions, provisions, agreements and obligations contained in the Resolution 2020-467 as set forth below:

Recording Date: August 27, 2020  
Recording No: [2020000084630](#)  
and  
Recording Date: September 3, 2020  
Recording No: [2020000087975](#)

48. Terms, conditions, provisions, agreements and obligations contained in the Resolution Approving Application in Case #RCU2020-00021 Pioneer Produced Water Pipeline Conditional Use Permit Extension as set forth below:

Recording Date: September 10, 2021  
Recording No: [2021000107948](#)

**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 Heritage Title Company - NoCo Region by sources believed to be reliable and is provided for accommodation purposes only. Heritage Title Company - NoCo Region assumes no liability hereunder unless a policy or policies of title insurance are issued by Heritage Title Company - NoCo Region 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 Heritage Title Company - NoCo Region 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.

## EXHIBIT "B"

### 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



## **EXHIBIT "B"**

(continued)

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

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES 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. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

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.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE 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 OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE 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 THE REPORT.

THE 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. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE 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 APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT 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. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

## LIMITATIONS OF LIABILITY

(continued)

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

APPLICANT AGREES 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.

CERTIFICATION OF NOTICE TO MINERAL ESTATE OWNERS

I/We, Wayne E MEDLIN & PATRICIA L MEDLIN  
(the "Applicant") by signing below, hereby declare and certify as follows:

With respect to the property located at:

Physical Address: 15655 Rivardale Rd Brighton CO 80602

Legal Description: Parcel A of Medlin Exemption From Subdivision  
Lot 1, Block 1 Surf Epping or Farms Except Book 3991 pt 1/4 sec 445

Parcel #(s): 015711100010 & 0157112010003

(PLEASE CHECK ONE):

On the 2 day of August, 2024, which is not less than thirty days before the initial public hearing, notice of application for surface development was provided to mineral estate owners pursuant to section 24-65.5-103 of the Colorado Revised Statutes;

or

I/We have searched the records of the Adams County Tax Assessor and the Adams County Clerk and Recorder for the above identified parcel and have found that no mineral estate owner is identified therein.

Date: 8/2/24 Applicant: Wayne E Medlin Patricia L Medlin  
By: PATRICIA L MEDLIN  
Print Name: Wayne E MEDLIN  
Address: 15655 Rivardale Rd  
Brighton CO 80602

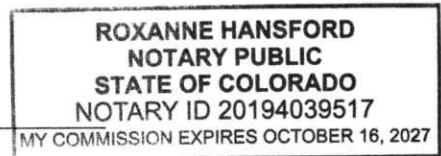
STATE OF COLORADO )  
)  
COUNTY OF ADAMS )

Subscribed and sworn to before me this 2nd day of August, 2024, by  
Wayne & Patricia Medlin.

Witness my hand and official seal.

My Commission expires: 10-16-2027

Roxanne Hansford  
Notary Public



After Recording Return To:

Name and Address of Person Preparing Legal Description:

**A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department with all applicable land use applications.**

APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT,

PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

I/We, Wayne E MEDLIN PATRICIA L MEDLIN  
\_\_\_\_\_, (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:

Physical Address: 15655 Riverdale Rd, Brighton Co 80602  
Legal Description: Parcel A of Medlin Exemption From Subdivision Lot 1, Block 1 Art Eppinger Farms Except Book 3991 A + Page 445  
Parcel #(s): 01571110010 & 015711201003

With respect to qualifying surface developments, that (PLEASE CHECK ONE):

No mineral estate owner has entered an appearance or filed an objection to the proposed application for development within thirty days after the initial public hearing on the application; or

The Applicant and any mineral estate owners who have filed an objection to the proposed application for development or have otherwise filed an entry of appearance in the initial public hearing regarding such application no later than thirty days following the initial public hearing on the application have executed a surface use agreement related to the property included in the application for development, the provisions of which have been incorporated into the application for development or are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located so as to provide notice to transferees of the Applicant, who shall be bound by such surface use agreements; or

The application for development provides:  
(i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;  
(ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and  
(iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: 8/2/2024 Applicant: Wayne E Medlin Patricia L Medlin

After Recording Return To:

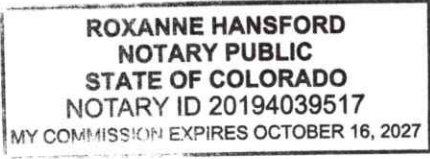
By: \_\_\_\_\_  
Print Name: WAYNE E MEDLIN PATRICIA L MEDLIN  
Address: 15655 Riverdale Rd  
Brighton Co 80602

STATE OF COLORADO )  
 )  
COUNTY OF ADAMS )

Subscribed and sworn to before me this 2<sup>ND</sup> day of August, 2024, by  
Wayne & Patricia Medlin.

Witness my hand and official seal.

My Commission expires: 10-16-2027 Roxanne Hansford  
Notary Public



*Name and Address of Person Preparing Legal Description:*

**A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department within thirty days after the initial public hearing on all applicable land use applications.**

APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT,  
PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

PATRICIA L. MEDLIN  
I, WAYNE E. MEDLIN (the "Applicant") by signing below, hereby declare  
and certify as follows concerning the property located at:

Physical Address: 15655 Riverdale Rd Brighton CO 80602  
Parcel A of Medlin Exemption From Subdivision

Legal Description: Lot 1, Block 1 Ant Eppinger Farms Except Book 3991 A1  
Page 445

Parcel # (s): 015711100010 & 01571201003

With respect to qualifying surface developments:

Access to existing and proposed mineral operations, surface facilities, flowlines, and pipelines  
in support of such existing and proposed operations for oil and gas exploration and  
production, including provisions for public roads sufficient to withstand trucks and drilling  
equipment or thirty-foot-wide access easements, were provided for in a " \_\_\_\_\_ "  
area as recorded in Reception # 2014000023495  
on April 18, 2014

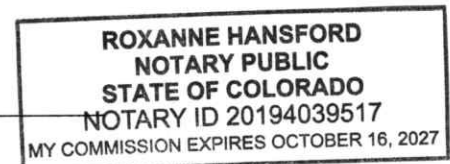
Date: 8/2/24 Applicant: Wayne E Medlin Patricia L Medlin  
By: \_\_\_\_\_  
Address: 15655 Riverdale Rd  
Brighton Co 80602

STATE OF COLORADO )  
)  
COUNTY OF ADAMS )

Subscribed and sworn to before me this 2nd day of August, 2024, by  
Wayne & Patricia Medlin

Witness my hand and official seal.

My Commission expires: 10-16-2027 Roxanne Hansford  
Notary Public



After Recording Return To:

Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and  
Economic Development Department with all applicable land use applications.



# Statement Of Taxes Due

Account Number R0192471

Parcel 0157111100010

**Legal Description**

**Situs Address**

SECT,TWN,RNG: 11-1-67 DESC: PARC A PARC OF LAND IN SEC 11 AND 12 CONSIDERING THE N LN OF THE NE4 OF SD SEC 11 TO BEAR S 88D 36M 42S W AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO BEG AT THE SW COR OF THAT PARC OF LAND DESC TH S 00D 22M 19S E COINCIDENT WITH THE W LN OF THE SE4 OF THE NE4 ... Additional Legal on File 15655 RIVERDALE RD

Account: R0192471  
MEDLIN WAYNE E AND  
C/O:MEDLIN PATRICIA L  
15655 RIVERDALE RD  
BRIGHTON, CO 80602-8216

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2023	\$15,079.26	\$0.00	\$0.00	(\$15,079.26)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 08/01/2024</b>					<b>\$0.00</b>

Tax Billed at 2023 Rates for Tax Area 292 - 292

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$547.07	RES IMPRV LAND	\$188,750	\$12,270
CENTRAL COLO WATER CONSERVA	0.8910000	\$133.44	SINGLE FAMILY RES	\$1,655,900	\$107,640
FIRE DISTRICT 6 - GREATER B	16.7440000	\$2,507.56	AG DRY FARMING LAND	\$9,806	\$2,590
ADAMS COUNTY	26.8350000	\$4,018.78	FARM/RANCH BLDG	\$52,409	\$13,840
SD 27	56.2900000	\$8,429.93	Total	\$1,906,865	\$136,340
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$14.98			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$134.78			
Taxes Billed 2023	105.4130000	\$15,786.54			
Senior		(\$707.28)			
Net Taxes Billed for 2023		\$15,079.26			

Tax amounts are subject to change due to endorsement, advertising, or fees.

Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer & Public Trustee  
4430 S Adams County Parkway, Suite W1000  
Brighton, CO 80601  
720-523-6160





# Statement Of Taxes Due

Account Number R0008570

Parcel 0157112010003

**Legal Description**

SUB:ART EPPINGER FARMS BLK:1 LOT:1 DESC: EXC PARC

**Situs Address**

0

Account: R0008570  
MEDLIN WAYNE E AND PATRICIA L  
15655 RIVERDALE ROAD  
BRIGHTON, CO 80601

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2023	\$702.06	\$0.00	\$0.00	(\$702.06)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 08/01/2024</b>					<b>\$0.00</b>

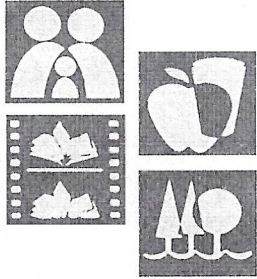
Tax Billed at 2023 Rates for Tax Area 292 - 292

Authority	Mill Levy	Amount	Values	Actual	Assessed
RANGEVIEW LIBRARY DISTRICT	3.6530000	\$24.33	AG FLOOD IRRG LAND	\$24,267	\$6,410
CENTRAL COLO WATER CONSERVA	0.8910000	\$5.93	AG DRY GRAZING LAND	\$849	\$220
FIRE DISTRICT 6 - GREATER B	16.7440000	\$111.52	AG OTHER LAND	\$106	\$30
ADAMS COUNTY	26.8350000	\$178.72			
SD 27	56.2900000	\$374.90	Total	\$25,222	\$6,660
URBAN DRAINAGE SOUTH PLATTE	0.1000000	\$0.67			
URBAN DRAINAGE & FLOOD CONT	0.9000000	\$5.99			
Taxes Billed 2023	105.4130000	\$702.06			

Tax amounts are subject to change due to endorsement, advertising, or fees.  
Please call the office to confirm amount due after August 1st.

All Tax Lien Redemption payments must be made with cash or cashier's check.

Adams County Treasurer & Public Trustee  
4430 S Adams County Parkway, Suite W1000  
Brighton, CO 80601  
720-523-6160



# Tri-County Health Department

Serving Adams, Arapahoe and Douglas Counties

Chris J. Wiant, M.P.H., Ph.D.  
Executive Director

## CERTIFICATION OF INDIVIDUAL SEWAGE DISPOSAL SYSTEM

This certifies that Individual Sewage Disposal System (ISDS) at  
15655 N Riverdale Road Brighton CO 80601

County: Adams

has been permitted and installed in compliance with Tri-County Health  
Department Regulation Number I-96. A file for the ISDS will be kept in  
our Northglenn office.

### SUMMARY OF INFORMATION

The permit number for the system was: 1999-03-009300

The soils and percolation test was performed by: Scott Cox & Associates

The system consists of:

A 1,250 gallon septic tank and 2,250 square foot  
absorption area.

The system is sized for 4 bedrooms. If additional bedrooms are  
added, an expansion may be necessary.

### Maintenance Requirements:

The septic tank must be pumped and inspected every 4 years

If the septic or dosing tank is equipped with an effluent filter, the  
filter must be cleaned annually

If the system has alternating beds or is a drip irrigation system, beds or  
zones must be rotated annually

Additional maintenance requirements may apply. Refer to the operations  
manual or engineer's report for specific requirements.

Signature:

*Darryl Thompson*  
THOMPSON, DARRYL *Darryl*

Date:

11-30-99

COLORADO DIVISION OF WATER RESOURCES

THIS FORM MUST BE SUBMITTED WITHIN 60 DAYS OF COMPLETION OF THE WORK DESCRIBED HEREON. TYPE OR PRINT IN BLACK INK.

300 Columbine Bldg., 1845 Sherman St. Denver, Colorado 80203

WELL COMPLETION AND PUMP INSTALLATION REPORT

PERMIT NUMBER 68578

WELL OWNER Arthur W. Spinger

SE 1/4 of the NE 1/4 of Sec. 11

ADDRESS 10850 Riverdale Road Denver, Colo. 80229

T. 1 S, R. 67 W, 6 P.M.

DATE COMPLETED June 20, 1974, 19

HOLE DIAMETER

7 7/8 in. from 0 to 152 ft.

5 5/8 in. from 152 to 243 ft.

WELL LOG

From	To	Type and Color of Material	Water Loc.
0	7	Clay	
7	12	Sand	
12	35	Weathered shale	
35	50	Blue shale	
50	60	Sandstone	
60	175	Shale	
175	183	Sand	X
183	192	Shale & Sand stks	X
192	197	Shale	
197	200	Sand	X
200	212	Shale	
212	225	Sand	X
225	231	Shale	
231	232	Br. rock	
232	243	Shale.	

DRILLING METHOD Rotary

CASING RECORD: Plain Casing

Size 6 5/8 & kind steel from 0 to 152 ft.

Size 4 1/2 & kind " from 148 to 243 ft.

Size & kind from to ft.

Perforated Casing

Size 4 1/2 & kind steel from 175 to 225 ft.

Size & kind from to ft.

Size & kind from to ft.

GROUTING RECORD

Material Cement

Intervals 0--152'

Placement Method Reverse-dump

GRAVEL PACK: Size

Interval

TEST DATA

Date Tested June 20, 1974, 19

Static Water Level Prior to Test 57' ft.

Type of Test Pump Baler

Length of Test 2 hrs

Sustained Yield (Metered) 25 GPM

Final Pumping Water Level 125'

TOTAL DEPTH 243'

Use additional pages necessary to complete log.