



Boulder County Land Use Department

Courthouse Annex Building
 2045 13th Street • PO Box 471 • Boulder, Colorado 80302
 Phone: 303-441-3930 Email: planner@bouldercounty.org
 Web: www.bouldercounty.org/lu
 Office Hours: Mon., Wed., Thurs., Fri. 8 a.m. to 4:30 p.m.
 Tuesday 10 a.m. to 4:30 p.m.

Subdivision Exemption Submittal Requirements Checklist

Project Name: Novak SE	PAC- 19-0242
Pre-application Planner: Jennifer	Date: 6/13/19

Application Materials

The following information may be required, depending on the type of proposal. Please indicate that the information has been enclosed with your application and referral packets by checking the box labeled "Attached" (Article 3-203 of the Boulder County Land Use Code has detailed information about application materials).

Submittal Requirements Checklist

Materials	Required	Attached
Land Use Packet: 1		
1 Signed Subdivision Exemption Submittal Requirements Checklist (this form)	✓	✓
2 Signed Fee Agreement Form	✓	✓
3 Application Fee and Public Notice Sign Deposit \$500 + 25 = \$525	✓	✓
4 Title Information - all owners of record MUST sign application	✓	✓
5 Mineral Interest Certification/H.B. 1088 Form	✓	✓
6 Referral Agency List	✓	✓
7 Historic Preservation Referral Form	✓	✓
Other:		
Referral Packets: 6 hard copies and one digital copy (PDF)		
R1 Application Form - all signatures per fitte docs	✓	✓
R2 Subdivision Exemption Parcel Form	✓	✓
R3 Development Report and Project Description	✓	✓
R4 Exemption Map(s) EXISTING & PROPOSED Configurations	✓	✓
R5 Building Lot Determination Letters BLD-17-0107(11482) - need for 11474	✓	✓
R6 Vicinity and Location Maps + Aerial/Comp Pln / Public Lands	✓	✓
Other:		

Referral Packets

The materials identified in the checklist above by the pre-application planner must be included in your referral packets. You will be required to prepare referral packets for the agencies in the provided list, as directed by the Pre-Application planner.

All of the referral packets shall be left unsealed and delivered to the Land Use Department, along with the original application materials and application fee to begin processing.

Please include a copy of this form with your application. For general information about preparing referrals, please read the Land Use publication *Referral Packet Mailing Guidelines*.

Certification

I certify that all required materials are included as requested and properly in the referral packets for the above application. I understand that error in preparation of the packets may result in a delay in processing the application.

Applicant's Printed Name: Gordon Shaw Novak Jr.	Date: 04 October 2019
Applicant's Signature: Gordon Shaw Novak Jr.	Phone: 512 471-9569

General Description of Application Materials

Land Use Packet

One copy of the following items is needed for application documentation and processing.

1. Signed Land Use publication P23 Subdivision Exemption Submittal Requirements Checklist (this form).

2. Signed Fee Agreement

A Fee Agreement is to be completed and signed (see Land Use publication Fee Agreement provided in the packet). Additional fees are based on the amount of staff time involved in the review and processing the application.

3. Application Fee and Public Notice Sign Deposit

The Application Fee and Public Notice Sign Deposit is to be paid at the time of application submittal. See Land Use publication *P04 Planning Review Fee Schedule* for the current fees.

4. Title Information

Include ownership information (list of all owners and interest owners) and title reports for all properties included in the Limited Impact Special Use Review request (see Land Use publication Title Information provided in the Limited Impact Special Use Review packet).

5. Mineral Interest Certification/H.B. 1088 Form

If the proposal includes any new surface development certification of notification of all affected mineral interest holders is required in accordance with Article 65.5 of Title 24, Colorado Revised Statutes (H.B. 01-1088, effective July 1, 2001).

6. Referral Agency List

7. Historic Preservation Referral Form

Required for any property with structures 50 years of age or older.

Referral Packets

As part of the Subdivision Exemption application process the Boulder County Land Use Department refers applications to various county departments, agencies (as necessary), adjacent property owners, and/or other interested parties. The application materials/documents to be referred are collectively referred to as the Referral Packet.

It is the responsibility of the applicant to assemble their Referral Packets in appropriate envelopes with the correct mailing addresses and postage. The completed Referral Packets should be submitted with the rest of the application materials. The Boulder County Land Use Department shall be the return address.

R1. Application Form

A completed *Planning Application Form* signed by all property owners (provided in this packet).

R2. Subdivision Exemption Parcel Form

A completed *Subdivision Exemption Parcel Form* (provided in this packet).

R3. Development Report and Project Description

Provide a detailed written description of the project, discussion of applicable standards, and the justification for the proposal and development report as required and described in Article 3-203 (F) of the Boulder County Land Use Code.

R4. Exemption Map

The exemption map shall show clearly identified boundary lines and dimensions of the land to be exempted, including land survey data to identify the subject parcel including section corners, distance and bearing to these corners, quarter corners, township, range, etc.

Adjacent subdivided land, unsubdivided land, and public lands, the property shall be identified by the owner's name.

The following significant features shall be shown:

- Existing structures;
- Utility lines;
- Natural and artificial drainage ways, ditches, and lakes;
- Approximate vegetative cover;
- Rock outcrops and salient geologic features and hazards;
- Dams and reservoirs;
- Excavations and mine shafts;
- Fence lines;
- Driveways;
- Well sites and water lines; and
- On-site wastewater systems, leach fields, and waste lines.

R5. Building Lot Determination Letter

Building Lot Determination Letter from Boulder County.

R6. Vicinity and Location Maps

Color copies of the maps provided in the Pre-Application meeting.



Boulder County

**Boulder County
Land Use Department
Publications**

**Fee
Agreement**

Land Use Department
 Courthouse Annex Building
 2045 13th Street
 PO Box 471
 Boulder, CO 80302

Planning Division:
 Phone: 303-441-3930
 Fax: 303-441-4856
 Email: planner@bouldercounty.org
<http://www.bouldercounty.org/lu/>

Office Hours:
 Monday — Friday 8:00 AM to 4:30 PM

Fee Agreement

Agreement for payment of Land Use Department Application Fees and for processing of Application in accordance with the Boulder County Land Use Code.

I/We (applicant), Gordon Shaw Novak Jr.

as Property Owner of Record/Applicant ("APPLICANT"), AGREE AS FOLLOWS with the County of Boulder and its Land Use Department (collectively "COUNTY"), in consideration of the County's acceptance of Applicant's application for the land use approval as further described below:

1. Applicant has submitted to County an application for approval of:

Application Type: Subdivision Exemption

2. Applicant acknowledges and understands that Board of County Commissioners has established and amends from time to time a fee structure for County Land Use Department applications for most applications, this includes a non-refundable deposit which must be paid prior to the Department's acceptance of any application for processing, and provision for billing the Applicant for any costs of processing applications which may accrue above the non-refundable deposit amount. The Applicant acknowledges and agrees that this Agreement shall govern the payment of fees for the processing of the Application.
3. The Application shall not be accepted for processing unless the property owner of record of the property included in the Application signs this Agreement. In the case of multiple property owners, the Director of the County Land Use Department ("Director") shall have the discretion to determine which owner(s) shall sign. A person other than the property owner of record may sign the Application and this Agreement only if the Land Use Director, for good cause shown, waives the requirement for landowner signature under the applicable provisions of the Land Use Code.
4. The Applicant shall be billed by the County Land Use Department ("the Department") for all direct and indirect costs (including but not limited to staff time of the Department, the County Attorney's Office, and the County Transportation, Public Health, and Parks Departments); mailing, copying, recording, and publication fees and costs; and authorized consultants' fees incurred by the County), which the Department has accrued to date in processing the Application. The Department will continue to bill the Applicant until all costs have accrued and are paid.
5. The Applicant agrees to pay all such bills in full, and by whatever manner of payment is specified as acceptable by the Director, by delivery made to the Department no later than one month after the billing date. The Director shall have the discretion to suspend processing of the Application if any payments under this Agreement are not made on time. This suspension may involve the postponement of scheduled Planning Commission or Board of County Commissioner hearings or meetings, and the incurrence of additional costs such as for remodification or republication. Similarly, the Director shall have the discretion to terminate the processing of any Application for which any billed payment is more than three months overdue.
6. The person/address whom the Applicant designates to receive all billings for fees under this Agreement are as follows:

<u>Gordon Shaw Novak Jr.</u>		
Mailing Address <u>801 Loma Linda Dr.</u>		
City: <u>West Lake Hills</u>	State: <u>TX</u>	ZIP Code: <u>78746</u>

Any billing mailed to this person/address and not returned to the Department shall be deemed received. The Applicant may change the billing address under this Paragraph by providing written notification of such change to the Department.

7. In the event of nonpayment of fees, the County shall have the right to file a fee collection action against any or all of the persons signing this Agreement or the Application as Applicant. Any resulting judgment for fees may be enforced in any legal manner whatsoever and may be filed as a judgment lien against the real property which is the subject of the Application, as well as against any real property owned in whole or in part by any judgement debtor hereunder.
8. Any agreement by the Director or County to forego any of the judicial or administrative remedies available to them under this Agreement in response to the late payment or nonpayment of fees, shall not in any way constitute a waiver of the Director's or County's rights to collect fees or appropriately adjust the processing of the Application as provided herein.
9. In submitting the Application and signing this Agreement, the Applicant acknowledges and agrees that the Application is subject to the applicable processing and public hearing requirements set forth in the Boulder County Land Use Code. The Applicant acknowledges that the Applicant has obtained or has access to the Boulder County Land Use Code, and that, prior to filing the Application, the Applicant has had the opportunity to consult the relevant provisions governing the processing of and decision on the Application.
10. In submitting the Application and signing this Agreement, the Applicant acknowledges and agrees that the Applicant is authorized to make available to the County, for purposes of copying and distributing for public review, all of the documents and information which the Applicant submits with or in support of the Application. Upon demand from the County, the Applicant agrees to indemnify and defend the County and its officials, agents and employees, and to hold them harmless from, any action, claim, suit, loss, cost, damage, or expense which may be brought or assessed against the County or any of its officials, agents or employees on account of any allegation by the Applicant or any person that the County may have violated federal copyright law, or violated any law, agreement, or provision allegedly protecting the confidentiality of or restricting public review of the Application materials which the Applicant submits to the County for review as part of the Application.
11. In submitting the Application and signing this Agreement, the Applicant acknowledges and agrees that the County Land Use Department and any other County staff involved in processing the Application or their duly authorized representatives will need to enter upon the property which is the subject of the Application and conduct inspections thereof to evaluate the Application pursuant to the applicable criteria of the Land Use Code, and perform related tasks. The Applicant hereby consents to allow the County staff or their designees to enter upon and inspect the subject property at any time for this purpose without obtaining the Applicant's separate consent at the time of inspection. This consent extends to inspections while the Application is in process, as well as after it has been approved to assure that any imposed conditions of approval are met.
12. The Applicant agrees to waive any requirements for the Applicant's written consent to extend voluntarily any public hearing or other deadline associated with processing the Application, if the Applicant or its representative agrees orally to any such extension.
13. The Applicant acknowledges that the Applicant executes this Agreement freely, voluntarily, and without threat of compulsion. The Applicant understands that the Applicant may consult an attorney or any other person concerning the Application or this Agreement prior to executing this Agreement, if the Applicant so chooses.
14. Acceptance of the Application for filing and receipt of the Application fee deposit do not necessarily mean that the Application is complete under the applicable requirements of the Land Use Code.
15. This Agreement shall become effective once signed by the Applicant and the County. It shall remain in effect throughout the processing of the Application Form, and until all obligations of the Applicant under this Agreement and under any County approval of the Application Form are met.
16. This Agreement shall be construed and enforced in accordance with the law of the State of Colorado.

Applicant Signature:

Property Owner must sign this document per Paragraph 3.

X	Property Owners Signature: <i>Gordon Alaw Novak</i>	Date: 9/11/2019
X	Property Owners Signature: <i>Daniel McCormick</i>	Date: 9/23/2019
X	Property Owners Signature: <i>Katharine Eileen Novak Burton</i>	Date: 9/20/2019
	Property Owners Signature:	Date:

Boulder County:

Land Use Director or Designee:	Date:
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For Land Use Department Use

Docket Name:	Docket Number:	Deposit Amount: \$	Date Received:
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ENDORSEMENT
Attached to Policy No.: TNEP0000173
Issued by
Fidelity National Title Insurance Company, successor by merger of Transnation Title Insurance Company

The effective Date of Policy is hereby changed from January 24, 2005 at 6:00 PM to August 22, 2019 at 8:00 AM.

The Company hereby insures:

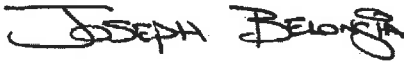
- (1.) That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy.
- (2.) That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: **September 20, 2019**

Fidelity National Title Insurance Company

Countersigned by:



Authorized Signature



By



Randy Quirk, President

Attest



Michael Gravelle, Secretary



FIDELITY

NATIONAL TITLE COMPANY

4643 S. Ulster St. # 500
Denver, CO 80237
Phone: (303) 889-8169
Fax: (303) 633-1962

DATE: August 27, 2019
FILE NUMBER: 598-F0646230-625-YK0, Amendment No. 1
PROPERTY ADDRESS: 11474 Peak to Peak Highway, Allenspark, CO 80510
BUYER/BORROWER:
OWNER(S): Gordon Shaw Novak, Jr. and Daniel McCormick Novak
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: R0058147

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Schedule B-2: added No. 13

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: Fidelity National Title Company 4643 S. Ulster St. # 500 Denver, CO 80237	ATTN: Youn Ju Kim PHONE: (303) 889-8169 FAX: (303) 633-1962 E-MAIL: yjkim@fnf.com
TO: 2019 ONE TIME TITLE - Y. Kim 801 Loma Linda Drive West Lake Hills, TX 78746	ATTN: Gordon Novak PHONE: (303) 889-8169 FAX: (000) 000-0000 E-MAIL: novak@cs.utexas.edu
TO: Construction Loan Department 4643 S. Ulster St. # 500 Denver, CO 80237	ATTN: Youn Ju Kim PHONE: (303) 889-8169 FAX: (303) 633-1962 E-MAIL: yjkim@fnf.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity National Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, **Fidelity National 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 by:

Authorized Signature



By

Randy Quirk, President

Attest

Michael Gravelle, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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.

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- (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 <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title Company
 Issuing Office: 950 South Cherry Street, Suite 1400, Denver, CO 80246
 Loan ID Number:
 Issuing Office File Number: 598-F0646230-625-YK0, Amendment No. 1
 Property Address: 11474 Peak to Peak Highway, Allenspark, CO 80510
 Revision Number: Amendment No. 1, Amendment Date: August 27, 2019

SCHEDULE A**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

1. Commitment Date: **August 22, 2019**
2. Policy to be issued:
 - (a) **Post Policy Endorsement - Owner**
 Proposed Insured: Gordon Shaw Novak, Jr. and Daniel McCormick Novak
 Proposed Policy Amount: **\$0.00**
 - (b) **None**
 Proposed Insured:
 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:
Gordon Shaw Novak, Jr. and Daniel McCormick Novak
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

PREMIUMS:

Endorsement 107.12	115.00
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EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

Beginning at a point from which the S ¼ corner of Sec. 11, T 3 N, R 73 W of the 6th P.M., bears S00°54'W, 1970.06 feet; thence N79°35'E, 141.48 feet; thence N89°56'E, 146.90 feet; thence N25°00'W, 89.80 feet; thence S81°51'W, 120.39 feet; thence N9°40'W, 45.66 feet; thence N89°35'W, 111.88 feet; thence S3°57'W, 130.13 feet to the place of beginning, County of Boulder, State of Colorado.

Parcel B:

A tract of land in the Northwest quarter of the Southeast quarter (NW1/4 SE1/4) of Section 11, T 3 N, R 73 W of the 6th P.M. bounded by the following lines: Beginning at a point from which the S1/4 corner of Sec 11, T 3 N, R 73 W of the 6th P.M. bears S5°34'W, 1902.94 feet; thence N8°23'W, 102.68 feet; thence S79°35'W, 141.48 feet; thence S3°57'W, 96.12 feet; thence N82°52'E, 162.0 feet to the place of beginning, County of Boulder, State of Colorado.

Parcel C:

A parcel of land situated in the Northwest ¼ of the Southeast ¼ of Section 11, T 3 N, R 73 W of the 6th P.M. described as beginning at a steel pin marking the Southwesterly corner of a tract of land recorded in Book 901 at Page 472, Boulder County records, said steel pin bears N00°54'E, 1970.06 feet from the South ¼ corner of said Sec. 11, thence N0°57'E, 136.13 feet to the true point of beginning, the Northwesterly corner of said tract, thence N3°57'E, 37.1 feet, thence N69°35'E, 350.2 feet more or less to the Westerly right of way line of Colorado Highway No. 7, thence S24°42'E, 148.6 feet along said Westerly right of way line of said Highway to a steel pin, thence S70°59'W, 163.0 feet, thence S81°55'W, 120.39 feet, thence N9°40'W, 45.66 feet, thence N89°35'W, 111.88 feet more or less to the true point of beginning, County of Boulder, State of Colorado.

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B
PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.

NOTE: Schedule A, Item 3 of the Policy amended to read as follows:

Gordon Shaw Novak, Jr. and Daniel McCormick Novak

NOTE: Upon compliance with requirements herein, endorsement 107.12 will be issued on Policy Number TNEP0000173

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.

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:

QuitClaim Deed recorded October 30, 2015 at Reception No. 3482869.

END OF REQUIREMENTS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

SCHEDULE B
PART 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. 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.
2. All taxes and assessments, now or heretofore assessed, due or payable.
3. Reservations contained in the Patent

From: The United States of America
To: Franklin L. Hornbaker
Recording Date: December 11, 1900
Recording No: Book 100 at Page 144

Which among other things recites as follows:

The right to prospect for, mine and remove all oil, gas and other mineral deposits.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

Note: In addition to those matters shown on Schedule B of said Policy, the following will be added to said Policy in the Endorsement to be issued.

NONE

END OF EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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AFFIDAVIT AND INDEMNITY AGREEMENT

TO Fidelity National Title Company a Colorado Corporation and Fidelity National 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: 11474 Peak to Peak Highway, Allenspark, CO 80510

- 2. 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.
- 3. 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 Fidelity National Title Company 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 Fidelity National Title Company, a Colorado Corporation and Fidelity National 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:

Gordon Shaw Novak, Jr.

Daniel McCormick Novak

SELLER:

SELLER:

State of Colorado
County of **Boulder**

}ss:

The foregoing instrument was acknowledged, subscribed, and sworn to before me on _____ by Gordon Shaw Novak, Jr. and Daniel McCormick Novak.

(SEAL)

Notary Public
My Commission Expires:

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

Parcel A:

Beginning at a point from which the S $\frac{1}{4}$ corner of Sec. 11, T 3 N, R 73 W of the 6th P.M., bears S00°54'W, 1970.06 feet; thence N79°35'E, 141.48 feet; thence N89°56'E, 146.90 feet; thence N25°00'W, 89.80 feet; thence S81°51'W, 120.39 feet; thence N9°40'W, 45.66 feet; thence N89°35'W, 111.88 feet; thence S3°57'W, 130.13 feet to the place of beginning, County of Boulder, State of Colorado.

Parcel B:

A tract of land in the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 11, T 3 N, R 73 W of the 6th P.M. bounded by the following lines: Beginning at a point from which the S $\frac{1}{4}$ corner of Sec 11, T 3 N, R 73 W of the 6th P.M. bears S5°34'W, 1902.94 feet; thence N8°23'W, 102.68 feet; thence S79°35'W, 141.48 feet; thence S3°57'W, 96.12 feet; thence N82°52'E, 162.0 feet to the place of beginning, County of Boulder, State of Colorado.

Parcel C:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, T 3 N, R 73 W of the 6th P.M. described as beginning at a steel pin marking the Southwesterly corner of a tract of land recorded in Book 901 at Page 472, Boulder County records, said steel pin bears N00°54'E, 1970.06 feet from the South $\frac{1}{4}$ corner of said Sec. 11, thence N0°57'E, 136.13 feet to the true point of beginning, the Northwesterly corner of said tract, thence N3°57'E, 37.1 feet, thence N69°35'E, 350.2 feet more or less to the Westerly right of way line of Colorado Highway No. 7, thence S24°42'E, 148.6 feet along said Westerly right of way line of said Highway to a steel pin, thence S70°59'W, 163.0 feet, thence S81°55'W, 120.39 feet, thence N9°40'W, 45.66 feet, thence N89°35'W, 111.88 feet more or less to the true point of beginning, County of Boulder, State of Colorado.



Inquire before you wire!

Wire Fraud Alert

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

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

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

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

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

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

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

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p>When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p>International Users. By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

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);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our 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. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;

- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

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 our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 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.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

Fidelity National Title Insurance Company
TITLE REPORT
SCHEDULE A

Title Report No: F0646234-625-YK0

1. **Effective Date:** August 12, 2019 at 7:00 A.M. A.M.
2. The estate or interest in the land described or referred to in this Title Report is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the Effective Date vested in:

Katharine Eileen Novak Burton

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

See Attached Legal Description

(for informational purposes only) 11482 Hwy 7, Allenspark, CO 80510

Attached Legal Description

A tract of land bounded and described as follows:

Beginning at a point whence the South quarter corner of Section 11, Township 3 North, Range 73 West of the 6th P.M. bears South 17°21' West (Var. 14°30' East) 1865.3 feet, thence North 17°59' West 95.0 feet and North 23°10' West 107.5 feet, to the True Point of Beginning; thence North 25°10' West 90.4 feet, thence South 70°59' West 163.1 feet, thence South 19°13' East 97.0 feet, thence North 68°33' East 173.0 feet, more or less, to the True Point of Beginning.

Also, a tract of land situated in Section 11, Township 3 North, Range 73 West of the 6th P.M. described as follows:

Beginning at a point from which the South ¼ corner of Section 11, Township 3 North, Range 73 West of the 6th P.M. bears South 5°34' West, 1902.94 feet; thence North 82°52' East, 162.0 feet, thence North 19°13' West, 86.70 feet; thence South 89°56' West, 146.90 feet; thence South 8°12' East, 102.68 feet to the Place of Beginning.

Also, a tract of land situated in Section 11, Township 3 North, Range 73 West of the 6th P.M. described as follows: Beginning at a point whence the South ¼ corner of Section 11, Township 3 North, Range 73 West of the 6th P.M. bears South 17°21' West 1865.3 feet; thence North 17°59' West 95.0 feet; thence North 23°00' West 107.5 feet; thence North 25°10' West 90.4 feet to the True Point of Beginning; thence South 70°59' West 163.1 feet; thence North 25°00' West 89.8 feet; thence North 70°59' East 163 feet; thence South 25°09' East 90.0 feet more or less to the True Point of Beginning.

SCHEDULE B

Exceptions

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. 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.
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

From: The United States of America
To: Franklin L. Hornbaker
Recording Date: December 11, 1900
Recording No: Book 100 at Page 144

Which among other things recites as follows:

The right to prospect for, mine and remove all oil, gas and other mineral deposits.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

9. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: August 21, 1956
Recording No: Book 1021 at Page 320

And also in Deeds recorded May 18, 1983 on Film 1253 at Reception No. 550103, May 18, 1894 on Film 1303 at Reception No. 621904, July 25, 1985 in Book 1364 at Reception No. 701727 and Reception No. 701728.

END OF EXCEPTIONS

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

The information set forth herein is based on information supplied to Fidelity National Title Company by sources believed to be reliable and is provided for accommodation purposes only. Fidelity National Title Company assumes no liability hereunder unless a policy or policies of title insurance are issued by Fidelity National Title Company and fully paid for and the insured under said policy or policies and party to whom this report was issued have no knowledge of any defect in title not disclosed. Reliance on the information set forth herein is subject to the issuance of a mortgage and/or owner's policy of title insurance by Fidelity National Title Company 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 C
LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

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

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

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

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

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

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

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

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

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LIMITATIONS OF LIABILITY

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.

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 DAMAGE



Boulder County Land Use Department

Courthouse Annex Building
2045 13th Street • PO Box 471 • Boulder, Colorado 80302
Phone: 303-441-3930 • Email: planner@BoulderCounty.org
www.BoulderCounty.org/lu
Office Hours: 8 a.m.-4:30 p.m. Mon., Wed., Thurs., Fri.
10 a.m.-4:30 p.m. Tuesday

Intake Stamp

Docket#:

Applicant's Mineral Rights Certification of Compliance

With Article 65.5 of Title 24, Colorado Revised Statutes (H.B. 01-1088, Effective July 1, 2001).

Note to Applicant & Land Use Department:

This form must be completed for any application for development under the Boulder County Land Use Code which (1) requires a public hearing before the Planning Commission or Board of County Commissioners, and which (2) is either (a) any kind of planned unit development, subdivision, or resubdivision/replat sketch plan, preliminary plan, or final plat application, or (b) an application for any other type of Land Use Code approval which anticipates new surface development ("a Subject Application").

I. The Applicant must complete the following certification as a prerequisite to the Land Use Department accepting as complete any Subject Application which is tendered for processing to the Land Use Department on or after July 1, 2001. [Applicants for an approval of an application such as Site Plan Review, which is granted administratively and may not require a public hearing, do not need to complete the following certifications unless and until their application is appealed to or called up for a public hearing]:

I, Gordon Shaw Novak Jr et al. Applicant for the following named development under the Boulder County Land Use Code _____ (Docket # _____) ("the proposed Development"), hereby certify that I or my agent have examined the records in the Office of the Boulder County Clerk and Recorder to determine if any owners or lessees of any severed mineral estate in the property which is the subject of the Proposed Development ("the Subject Property") (i.e., owners or lessees of mineral rights constituting less than full fee title in the Subject Property) can be identified, as required by Article 65.5 of Title 24, Colorado Revised Statutes (also known as "H.B. 01-1088" ("the Act")). Further, based on this examination, I have determined that (check applicable entry):

- No such mineral estate owners or lessees exist in the Subject Property.
- Mineral estate owners or lessees exist in the Subject Property to whom notice of the County's initial public hearing on my application will need to be sent as required by the Act.

Certification:

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge.

<input checked="" type="checkbox"/> Applicant Signature: <u>Gordon Shaw Novak Jr</u>	Applicant Name: <u>Gordon Shaw Novak Jr</u>	Date: <u>9/11/2019</u>
<input checked="" type="checkbox"/> Applicant Signature: <u>Daniel McCormick Novak</u>	Applicant Name: <u>Daniel McCormick Novak</u>	Date: <u>9/23/2019</u>

Note: The same person(s) signing the development/docket application form on behalf of the Applicant must also sign the foregoing certification.

Katharine Eileen Novak Burton Katharine Eileen Novak Burton
9/20/2019

II. If the Applicant has certified above that mineral estate owners or lessees exist in the Subject Property to whom notice of the County's initial public hearing on the Subject Application will need to be sent as required by Article 65.5 of Title 24, Colorado Revised Statutes (H.B. 01-1088, effective July 1, 2001) ("the Act"), then the Applicant must complete the following additional certification as a prerequisite to the Land Use Department proceeding with the initial public hearing (before the Planning Commission or Board of County Commissioners, as applicable) on the Subject Application:

I, _____, Applicant for the following named development under the Boulder County Land Use Code _____ (Docket # _____) ("the Proposed Development"), hereby certify that I or my agent have sent a notice, by first-class mail, not less than thirty days before the date scheduled for the initial public hearing on the Subject Application/Proposed Development, to: (1) all mineral estate owners or lessees in the Subject Property, containing the time and place of the initial public hearing, the nature of the hearing, the location of the Subject Property, and the name of the Applicant, and (2) the County, containing the name and address of all mineral estate owners or lessees in the Subject Property, all as required by the Act. I further acknowledge and agree that while the County has no obligation whatsoever to check or independently determine my compliance with the Act, to the extent information becomes known to the County indicating that I have failed to comply with the public hearing notice requirement of the Act, the County may, in its discretion, refuse to set, continue, reschedule, or vacate any public hearing on the Subject Application to enable proper notice to mineral estate owners or lessees under the Act, and may take such other action regarding any approval of the Subject Application as authorized by the Act. I further acknowledge and agree that to the extent any other state statute or provision of the County's Land Use Code purport to entitle me to action or a decision on the Subject Application within a designated period of time, this certification and agreement constitute a written waiver of any such entitlement to the extent necessary for me to comply with the public hearing notice requirements of the Act.

Certification:

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge.

Applicant Signature:	Applicant Name:	Date:
Applicant Signature:	Applicant Name:	Date:

Note: The same person(s) signing the development/docket application form on behalf of the Applicant must also sign the foregoing certification.



**Boulder
County**

**Boulder County
Land Use Department
Publications**

Referral Agencies

Land Use Department
Courthouse Annex Building
2045 13th Street
PO Box 471
Boulder, CO 80302

Planning Division:
Phone: 303-441-3930
Fax: 303-441-4856

Email: planner@bouldercounty.org
Website: www.bouldercounty.org/lu

Office Hours:
Monday — Friday 8 a.m. to 4:30 p.m.
Closed Tuesdays 8-10 a.m.

Referral Agencies

The planner at your pre-application conference will go through this list and identify which entities will be sent a referral request. If the line in front of the entity is marked "Email," then that entity will be sent an email referral request and a hard copy packet is not required to be submitted; otherwise a hard copy referral packet for that agency is required to be submitted to the Land Use Department as part of the application. See the publication titled **Referral Packet Guidelines** for directions on creating referral packets.

Internal Referral Agencies Requesting Email Referrals

Land Use Department

- Nicole Wobus, *Long Range Planning*
- Ron Flax, *Chief Building Official*
- Jessica Fasick, *Historic Review, #Historic*
- Wildfire Mitigation, #WildfireMitigation*
- Code Compliance, #CodeCompliance*
- Varda Blum, *Floodplain Administrator, LandUseFP@bouldercounty.org*

Administrative

- Mark Ruzzin, *Eldorado Springs LID*
- Jenny Griffiths, *Marijuana Licensing, marijuanalicensing@bouldercounty.org*

Assessor

- Adam Hoppe, *#AssessorReferral*

Attorney

- County Attorney, #CAreferral*

Parks and Open Space (refer applications, even if co-signed by BCPOS)

- Melissa Arnold, *Conservation Easements, #CEReferral*
- Leah Rothbaum, *all applications on or adjacent to county open space*

Public Health

- Environmental Health / Water Quality, HealthWQ-EnvironBPLU@bouldercounty.org*
- Child Health Promotion (CHP), Sarah Scully (Camps, Childcare, etc.)*
- Consumer Protection Program, Lane Drager (Food Service, Comm. Kitchens)*

Sheriff

- Mike Wagner, *Operations Commander*

Treasurer

- Alycia Allshouse

Internal Referral Agencies Requesting Hardcopy Referrals (Applicant to provide packets)

Parks and Open Space

- Ron West, *Natural Resource Planner*

Transportation

- Development Review, transdevreview@bouldercounty.org*
- Ted Plank, *Road Maintenance*

Surveyor

- Lee Stadele, *leestadele@bouldercounty.org*
Flagstaff Surveying, Inc., 637 South Broadway, Suite C,
Boulder, Colorado 80305 | T: 303-499-9737

Additional: _____

Community Interest Groups:

— Allenspark Area Landowners
Attn: Jeff Kolen/Becky Brandli
PO Box 511
Allenspark, CO 80510
T: 303-747-2340
E: bbptjkfire@wildblue.net

X Allenspark Concerned Citizens
Attn: Bob Donovan
PO Box 336
Allenspark, CO 80510
Note: Send referral for projects along Peak to Peak from Peaceful Valley to the County limit.

— Audubon Society
Board of Review
P.O. Box 2081
Boulder, CO 80306

— Coal Creek Canyon
Improvement Association
P.O. Box 7331
Golden, CO 80403
Note: Send referrals for all projects in Coal Creek Canyon Area.

Both Eldora Civic Association
Attn: Joe McDonald
PO Box 988
Nederland, CO 80466
joemcdonald@gmail.com

**Send both hardcopy & email.
Note: Also receives referrals for projects within the Eldora Environmental Preservation Planning area (EEP).*

Email Eldorado Springs Community
Assoc. (ESCA)
eldocommunity@gmail.com

Both Gold Hill Town Meeting
Attn: Tony Vrba
1011 Main Street
Boulder, CO 80302
tonyvrb@gmail.com

— Gold Hill Zoning & Historic
District
1011 Main Street (Gold Hill)
Boulder, CO 80302
Note: Send Referrals for all projects in Gold Hill area.

Email Fourmile Watershed Coalition
Maya MacHamer
fourmilewatershed@gmail.com

X Greater Allenspark
Alliance/MOST
Attn: Phil Stern
PO Box 56
Allenspark, CO 80510
Note: Send Referral for projects along Peak to Peak from Peaceful Valley to County limit and along Big Owl Rd. & Cabin Creek.

Email James Creek Watershed Initiative
Attn: Colleen Williams, Director
P.O. Box 110
Jamestown, CO 80455
colleen@jimtown.org AND
mark@jimtown.org

— Lake Eldora Corporation
Attn: Brent Tregaskis
PO Box 1697
Nederland, CO 80466
T: 303-440-8700 x295
E: btregaskis@eldora.com

— Nature Conservancy of CO
Colorado Field Office
2424 Spruce Street
Boulder CO 80302
T: 303- 444-2950

— Niwot Business Association
Attn: Tony Santelli
PO Box 92
Niwot, CO 80544
E: info@niwot.com

Email Niwot Cultural Arts Association
Attn: Bruce Warren
E: bwarren@niwotlaw.com

Email Niwot Community Association
Attn: David Limbach, NCA VP & Dir.
Of Communications
PO Box 72
Niwot, CO 80544
E: info@niwot.org;
landuse@niwot.org;
board@niwot.org

Email Old Town Niwot Design Review
Subcommittee
Attn: Pat Murphy
pmurphy@niwotrealty.com
Note: Send Referrals for all projects within the original NRCD boundary (commercial are on 2nd Ave) and also in the NRCDII (the Old Town residential blocks).

Email Niwot Historical Society
Attn: Kathy Koehler
kathyboco@gmail.com AND
info@niwothistoricalsociety.org
Note: Send Referrals for all projects for Land Use builds and/or changes in Niwot.

Email PUMA (Preserve Unique Magnolia
Association)
puma@magnoliaroad.net
Note: Send Referrals for ALL projects off of Magnolia Road.

Email St. Vrain Creek Coalition
office@saintvraincreekcoalition.org

Utilities:

Water and Sanitation Districts

_____ Allenspark Water & Sanitation Dist.
Attn: Andrew Griffiths
PO Box 91
Allenspark, CO 80510

_____ City of Boulder Utilities
1777 Broadway
Boulder, CO 80302

Email District 5 Water Commissioner
shera.sumerford@state.co.us

_____ District 6 Water Users Assn.
See St.Vrain & Left Hand Water

Email East Boulder County Water District
P.O. Box 18461
Boulder, CO 80308
president@eastboulderwater.com

_____ Eldorado Artesian Springs, Inc.
P.O. Box 445
Eldorado Springs, CO 80025

_____ Hoover Hill Water & Sanitation District
P.O. Box 16532
Golden, CO 80402
T: 720-432-6322
info@hhwsd.org AND
cade@metro-district.com

Email Lake Eldora Water & Sanitation
PO Box 1697
Nederland, CO 80466
hwright@eldora.com

_____ Left Hand Water District
Attn: Christopher Smith
PO Box 210
Niwot, CO 80544

Email Little Thompson Water District
Attn: Brad Eaton,
District Engineer
835 East Hwy. 56
Berthoud, CO 80513
T: 970-344-6318
F: 970-532-3734
BEaton@ltwd.org

Email Longs Peak Water District
Attn: Gary Allen, General Manager
9875 Vermillion Road
Longmont, CO 80504
gary@lpwd.org

Email Niwot Sanitation District
Attn: Karen Behne
7395 N. 95th Street
Longmont, CO 80504
T: 303-652-2525
kbehne@niwotsanitation.com

Email Northern Colorado Water
Conservancy District
Attn: Jim Struble, Real Estate Mgr. &
Brian Werner, Comm. & Records Mgr.
220 Water Avenue
Berthoud, CO 80513
jstruble@northernwater.org AND
bwerner@northernwater.org

Email Pine Brook Water District
Attn: Bob de Haas
1903 Linden Drive
Boulder, CO 80304
T: 303-817-8153
bob@pinebrookwater.com

Email St. Vrain & Left Hand Water
Conservancy District
9595 Nelson Road
Box C, Suite 203
Longmont, CO 80501
office@svlhwcd.org

Power and Gas Providers

 **Email** Estes Park Power & Light
Attn: Steve Rusch, Utilities
Coordinator
PO Box 1200
Estes Park, CO 80517
srusch@estes.org

_____ Longmont Power and
Communications
Attn: Jess Aills
1100 South Sherman Street
Longmont, CO 80501

Email Noble Energy, Inc.
Attn: Mike Rodine, Land Supervisor
Noble Field Office
2115 117th Ave.
Greeley, CO 80634
T: 970-304-5000
Michael.Rodine@nobleenergy.com

Email Poudre Valley REA
Attn: Matt Organ
PO Box 272550
Fort Collins, CO 80527-2550
morgan@pvrea.com

Both United Power, Inc.
Attn: Right of Way Referrals
500 Cooperative Way
Brighton, CO 80603
kmuncy@UnitedPower.com
SBarwick@UnitedPower.com
VGarcia@UnitedPower.com

Email Western Area Power Administration
Attn: Tracy Rogers
Rocky Mountain Region
PO Box 3700
Loveland, CO 80539
T: 970.461.7284
Rogers@wapa.gov

_____ Western Gas Supply Co.
4200 S. County Road 15H
Loveland, CO 80537

Email Xcel Energy
Attn: Donna George, ROW & Permits
1123 West 3rd Avenue
Denver, CO 80223
T: 303-571-3306
Donna.L.George@xcelenergy.com
BDRCO@xcelenergy.com

(Email link to PDF if file is over 8 MB)

Communications

 **Email** CenturyLink Communications
Attn: Christopher Janoski
1855 S. Flatiron Ct. #B-01
Boulder, CO 80301
Christopher.Janoski@centurylink.com

Ditch Companies

Cities and Counties

Email Adams County Community & Economic Development Dept.
Attn: Jennifer Woods, AICP
4430 South Adams County Pkwy.,
Ste. 3000
Brighton, CO 80601
T: 720-523-6990
F: 720-523-6150
JWoods@adcogov.org

Email City of Boulder Planning & Development Services
Attn: Phil Kleisler & Alice Huang
PO Box 791
Boulder, CO 80306-0791
T: 303-441-4497
KleislerP@bouldercolorado.gov AND
HuangA@bouldercolorado.gov

Email City of Boulder Open Space & Mountain Parks
Attn: Luke McKay, Matt Ashley,
and Juliet Bonnell
PO Box 791
Boulder, CO 80306
bonnellj@bouldercolorado.gov
ashleym@bouldercolorado.gov
mckayl@bouldercolorado.gov

City and County of Broomfield
Planning Division
1 Des Combes Drive
Broomfield, CO 80020
T: 303-438-6284
F: 303-438-6297

Email Town of Erie Community Development Department
Planning Division
Attn: Melinda Helmer and Deborah Bachelder
PO Box 750
Erie, CO 80516
mhelmer@erieco.gov AND
dbach@erieco.gov
T: 303-926-2771
F: 303-926-2706

Email Gilpin County
Community Development Dept.
Attn: Dan Horn
P.O. Box 661
Central City, CO 80427
T: 303-582-5831 ext. 3
F: 303-582-5440,
dhorn@co.gilpin.co.us

Email Grand County Planning and Zoning Department
Attn: Robert Davis & Alex Taft
PO Box 238
Hot Sulphur Springs, CO 80451
T: 970-725-3062
rdavis@co.grand.co.us AND
ataft@co.grand.co.us

Email Jamestown Planning Department
Attn: Kristi Rutledge
PO Box 298
Jamestown, CO 80455
T: 303-449-1806
E: townclerk@jamestownco.org

Email Jefferson County Planning and Zoning Department
Attn: Mike Schuster, Assistant Director
100 Jefferson Pkwy., Suite 3550
Golden, CO 80419-3500
mschuste@jeffco.us
T: 303-271-8756
F: 303-271-8744

Email City of Lafayette
Community Development Dept.
Planning Division
Attn: Paul Rayl & Jana Easley
1290 S. Public Road
Lafayette, CO 80026
T: 303-665-5588 ext. 3332
F: 303-665-2153
jana.easley@cityoflafayette.com
AND paulr@cityoflafayette.com

 **Email** Larimer County Planning Department
Attn: Carol Kuhn, Principal Planner
P.O. Box 1190
200 West Oak Street, Ste. 3100
Ft. Collins, CO 80522
T: 970-498-7683
F: 970-498-7711
ckuhn@larimer.org

Email Longmont Planning & Development Services Division
Attn: Erin Fosdick and Jade Krueger
350 Kimbark St.
Longmont, CO 80501
erin.fosdick@longmontcolorado.gov
AND jade.krueger@longmontcolorado.gov

Email Louisville Planning Department
Attn: Kristin W. Dean
749 Main St.
Louisville, CO 80027
T: 303-335-4592
planning@louisvilleco.gov AND
kdean@louisvilleco.gov

Email Town of Lyons
Attn: Victoria Simonsen Town Administrator
PO Box 49
Lyons, CO 80540
vsimonsen@townoflyons.com

Both Town of Nederland
Attn: Cynthia Bakke, Planning & Building Tech.
P.O. Box 396
Nederland, CO 80466
T: 303-258-3266 ext. 22
cynthiab@nederlandco.org

Email Town of Superior
Planning Department
124 E. Coal Creek Drive
Superior, CO 80027
T: 303-499-3675
F: 303-499-3677
stevenw@superiorcolorado.gov

Ward Planning Department
PO Box 99
Ward, CO 80481-0099

Email Weld County Planning Department
Attn: Jim Flesher
1555 N. 17th Avenue
Greeley, CO 80631
T: 970-353-6100
F: 970-304-6498
jflesher@weldgov.com

School Districts:

Email Boulder Valley School District
Attn: Glen Segrue
PO Box 9011
Boulder, CO 80306
T: 720-561-5062
Glen.segrue@bvdsd.org

St. Vrain Valley Schools
Planning Educational Services Center
395 South Pratt Pkwy.
Longmont, CO 80501
T: 303-682-7229

State Agencies (continued):

_____ Eldorado Canyon State Park
P.O. Box B
Eldorado Springs, CO 80025
T: 303-494-3943
john.carson@state.co.us

Federal Agencies:

 **Email** Arapaho and Roosevelt
National Forests
Boulder Ranger District
Attn: Mike Johnson
2140 Yarmouth Ave.
Boulder, CO 80301
T: 303-541-2534
mjohnson10@fs.fed.us

_____ Bureau of Land Management
Royal Gorge Field Office
Attn: Keith Berger
3028 E. Main Street
Canon City, CO 81212

_____ Burlington Northern &
Santa Fe Railway Co.
Property & Facilities Management
Director of Field Operations
2500 Lou Menk Dr., AOB 3
Ft. Worth, TX 76131-2830

Email US Department of Commerce
Nat'l Telecommunications & Info
Admin
Inst. of Telecommunication
Sciences (NTIA/ITS)
(formerly ESSA)
Attn: Brian Lane, Exec. Officer
325 Broadway, MS NTIA/ITS.D
Boulder, CO 80305
303-497-3484
blane@ntia.doc.gov

Email Rocky Mtn. National Park
Attn: Darla Sidles,
Superintendent
1000 US Hwy 36
Estes Park, CO 80517
T: 970-586-1200
Darla_sidles@nps.gov

_____ U.S. Bureau of Reclamation
Eastern Colorado Area Office
Attn: Signe Snortland
11056 West County Rd. 18E
Loveland, CO 80537
T: 970-962-4300

_____ US Army Corps of Engineers
Denver Regulatory Office
Attn: Kiel Downing
9307 S. Wadsworth Blvd.
Littleton, CO 80128-6901
T: 303-979-4120
F: 303-979-0602

Email US EPA Region 8
Office of Water Protection
Underground Injection Control
Unit
Attn: Omar Sierra-Lopez,
Physical Scientist
(Environmental)
1595 Wynkoop Street
Denver, CO 80202-1129
T: 303-312-7045
F: 303-312-7084
Sierra-Lopez.Omar@epa.gov

Email US Fish & Wildlife Service
PO Box 25486
DFC (MS 65412)
Denver, CO 80225-0486
T: 303-236-4773
coloradoes@fws.gov

Email U.S. Forest Service
Attn: Mike Johnson
2140 Yarmouth
Boulder, CO 80301
mjohnson10@fs.fed.us

_____ U.S. Post Offices in Boulder County

- Allenspark 80510
- Berthoud 80513
- Boulder 80302
- Broomfield 80020
- Eldorado Springs 80025
- Erie 80516
- Hygiene 80533
- Jamestown 80455
- Lafayette 80026
- Longmont 80501
- Louisville 80027
- Lyons 80540
- Nederland 80466
- Niwot 80544
- Ward 80481

For Navigable Airspace Safety and Operation Of Air Navigation Facilities:

Email FAA Air Traffic Airspace Branch,
ASW-520
Attn: Brian Barnes and Jay Garver
10101 Hillwood Parkway
Ft. Worth, TX 76136
E: brian.a.barnes@faa.gov
AND j.garver@faa.gov

Email FAA
Northwest Mountain Region
Attn: Marsha Hofer, Program
Specialist
26805 E. 68th Ave., Ste. 224
Denver, CO 80249
T: 303-342-1251
E: marsha.hofer@faa.gov

Local Airports:

Email Boulder Municipal Airport
Attn: Tim Head, Manager
3327 Airport Road
Boulder, CO 80301
T: 303-441-3108
BMA@bouldercolorado.gov

_____ Erie Municipal Airport
395 Airport Drive
Erie, CO 80516

Email Rocky Mountain
Metropolitan Airport
Attn: Brian Bishop, Airport
Operations Manager
11755 Airport Way
Broomfield, CO 80021
T: 303-271-4850
info@flyrmma.com

Email Vance Brand Airport
City of Longmont
Attn: David Slayter, Manager
229 Airport Road
Longmont, CO 80503
T: 303-651-8431
David.slayter@longmontcolorado.gov

Regional Agencies:

Email Boulder Valley & Longmont Conservation Districts
Attn: Liz Northrup
9595 Nelson Road, Box D
Longmont, CO 80501
blldrvalleyandlongmontcnds@gmail.com

Send Liz a referral for ALL applications within Agricultural and Forestry Zoning Districts.

Email DRCOG
Brad Calvert, Director
Regional Planning & Development
1290 Broadway; Suite 700
Denver, CO 80203-5606
T: 303-480-6839
bcalvert@drcog.org

Email Urban Drainage & Flood Control District
2480 W. 26th Ave., Ste. 156-B
Denver, CO 80211
submittals@udfcd.org

State Agencies:

Email CO Dept. of Agriculture -ICS- PACFA
2331 W. 31st Avenue
Denver, CO 80211 T: 303-869-9146
Cda_pacfa@state.co.us

Email CO Geological Survey
1801 19th St.
Golden, CO 80401
T: 303-384-2655
cgs_pubs@mines.edu

Email CO Dept of Public Health & Environment (CDPHE)
Attn: Sean Hackett
4300 Cherry Creek S Dr
Denver, CO 80246
sean.hackett@state.co.us

Email CO Office of Early Childhood (CDHS)
Attn: Colleen Rosa
1575 Sherman St
Denver, CO 80203
colleen.rosa@state.co.us

Email CO Dept. of Local Affairs
Division of Local Government
Attn: Don Sandoval
150 E. 29th St., Ste. 215
Loveland, CO 80538
don.sandoval@state.co.us

CO Dept. Natural Resources
Div. of Reclamation
Mining & Safety (DRMS)
1313 Sherman Street, Rm 215
Denver, CO 80203 T: 303-866-3567

Email CO Dept. Natural Resources
Division of Water Resources
State Engineer's Office
Attn: Sarah Brucker
1313 Sherman St., Room 818
Denver, CO 80203
T: 303-866-3581 x8249
sarah.brucker@state.co.us

Email Colorado Parks and Wildlife
Attn: Peter Boyatt
4207 W. County Line Rd., 16E
Loveland, CO 80537
T: 720-724-4824
peter.boyatt@state.co.us

Note: Peter's area is the southern part of the county, south of 4th of July Rd/ Eldora/ Hwy 119 (Boulder Canyon)/ Arapahoe Rd/ 287/Hwy 7.

Email Colorado Parks and Wildlife
Attn: Tyler Asnicar
4207 W. County Line Rd., 16E
Loveland, CO 80537
T: 720-357-4464
tyler.asnicar@state.co.us

Note: Tyler's area is north of Peter to Brainard Lake Rd/ Left Hand Canyon/N. Foothills Hwy/Neva Rd/Hwy 52.

Email Colorado Parks and Wildlife
Attn: Joe Padia
4207 W. County Line Rd., 16E
Loveland, CO 80537
T: 303-906-3643
joe.padia@state.co.us

Note: Joe's area is north of Tyler, to Boulder County Line/Hwy 7/Hwy 66/Hover/9th Ave/US 287/3rd Ave./Hwy 119.

Email Colorado Parks and Wildlife
Attn: John Koehler
4207 W. County Line Rd., 16E
Loveland, CO 80537
T: 303-906-7870
john.koehler@state.co.us

Note: John's area is everything north of Joe.

CO Dept. Natural Resources
Oil & Gas Conservation Commission
Attn: Rob Young
1120 Lincoln Street, Ste. 801
Denver, CO 80203-2136
T: 303-894-2100

CO Dept. Natural Resources
Soil Conservation Board For
Watershed & Soil Protection
700 Kipling Street, Ste. 4000
Lakewood, CO 80215-8000

CO Dept. Natural Resources
Water Conservation Board
1313 Sherman St., Room 721
Denver, CO 80203-2236
T: 303-866-3441
F: 303-866-4474

CO Dept. of Regulatory
Agencies (DORA)
Public Utilities Commission
1560 Broadway, Suite 250
Denver, CO 80202
T: 303-894-2000

Email CO Dept. of Revenue
Marijuana Enforcement Div.
Attn: Keith Kuretich
275 S. Main St., Ste 101
Longmont, CO 80501
E: keith.kuretich@state.co.us

& Email Attn: Richard Hollar
1709 Cole Blvd., Suite 300
Lakewood, CO 80401
T: 303-866-4664
E: Richard.hollar@state.co.us

Email CO Dept. of Transportation R4
Attn: Timothy Bilobran
10601 W. 10th Street
Greeley, CO 80634
T: 970-350-2148
timothy.bilobran@state.co.us

Email CO Dept. of Transportation R1
Attn: Rick Solomon
2000 South Holly Street
Denver, CO 80222
T: 303-757-9356
richard.solomon@state.co.us
Note: Only for segment of SH 72 between SH 93 and SH 119, and SH 119 south of SH 72.

Email CO Natural Areas Program
Attn: Raquel Wertsbaugh
6060 Broadway
Denver, CO 80216
T: 303-291-7267
Raquel.wertsbaugh@state.co.us
OR dnr_cnap@state.co.us

Email CO State Forest Service
Attn: Kyle McCatty & Chris Rea
T: 303-823-5774
kmccatty@bouldercounty.org
crea@bouldercounty.org

Email CO State Land Board
1127 Sherman Street, Suite 300
Denver, CO 80203
julie.majors@state.co.us
christopher.smith@state.co.us

Email CSU Extension, Boulder County
Attn: Kevin Miller, Director
9595 Nelson Road, Box B
Longmont, CO 80501
T: 303-678-6280
kgmiller@bouldercounty.org

Email History Colorado - Office of Archaeology
and Historic Preservation
1200 Broadway
Denver, CO 80203
T: 303-866-5216
hc_filesearch@state.co.us

Fire Protection Agencies

Email Allenspark FPD
Leo Touzjian, Fire Chief
PO Box 153, Allenspark, CO 80510
T: 303-747-2586
info@allensparkfire.com

Email Berthoud FPD
Stephen Charles; Chief
Michael Bruner; Fire Marshal
PO Box 570, Berthoud, CO 80513
T: 970-532-2264
scharles@berthoudfire.org

Email Big Elk Meadows VFD
42 Willow Drive
Lyons, CO 80540
Chief@vfdofbigelk.org

____ Boulder Mountain FPD
John Benson; Chief
Mike Palamara; WFM
1905 Linden Drive
Boulder, CO 80304
T: 303-440-0235

____ Boulder Rural FPD
Dean Rogers
6230 Lookout Road
Boulder, CO 80301
T: 303-530-9575 ext. 105
E: dean.rogers@BRFD.org

____ Cherryvale FPD
7700 Baseline Road
Boulder, CO 80303-4708

____ City of Boulder Fire Dept.
Michael Calderazzo; Chief
David Lowrey; Marshal
3065 Center Green Drive
Boulder, CO 80301
T: 303-441-4178

Email Coal Creek Canyon FPD
Garret Ball; Chief
PO Box 7187, Golden, CO 80403
T: 303-642-3121
admin@coalcreekcanyonfd.org

Email Four Mile FPD
Bret Gibson; Chief
Regina Daly; Fire Marshal
1740 Four Mile Canyon Drive
Boulder, CO 80302
303-449-3333
chiefbret@gmail.com AND
reginadaly01@gmail.com

Email Gold Hill FPD
Chris Finn; Chief
1011 Main Gold Hill
Boulder, CO 80302
T: 303-444-5549
cfinn@goldhillinn.com

Email Hygiene VFD
Attn: Hygiene Fire Chief
PO Box 83
Hygiene, CO 80533
T: 303-776-2950
cody.trevithick@hygienefire.org AND
travis.homyak@hygienefire.org

____ Indian Peaks FPD
PO Box 205
Ward, CO 80481
T: 303-459-3452

Email Jamestown VFD
Attn: Kristi Rutledge, Town Clerk
PO Box 298
Jamestown, CO 80455
T: 303-447-1568
townclerk@jamestownco.org

____ City of Lafayette Fire Dept.
Attn: Dave Friedel, Chief and
Norm Kellett, Fire Marshal
401 N. 111th Street
Lafayette, CO 80026
T: 303-665-9661

____ Lefthand FPD
Russell Leadingham
900 Lefthand Canyon Dr.
Boulder, CO 80302
T: 720-214-0560
rleadingham@lefthandfire.org

Email City of Longmont, Fire Services Div.
Capt. Michele Goldman, Marshal
225 Kimbark St.
Longmont, CO 80501
T: 303-651-8426
Michele.goldman@longmontcolorado.gov

Email Louisville FPD
Attn: John Willson, Chief
Chris Mestas, Fire Marshal
895 West Via Appia
Louisville, CO 80027
T: 303-666-6595
jwillson@louisvillefire.com AND
cmestas@louisvillefire.com

Email Lyons FPD
J.J. Hoffman; Chief
PO Box 695
Lyons, CO 80540
T: 303-823-6611
plans@lyonsfire.org

Email Mountain View FPD
Attn: Doug Saba and LuAnn Penfold
3561 N. Stagecoach Rd., Unit 200
Longmont, CO 80504
T: 303-772-0710

LPenfold@mvfpd.org AND
dsaba@mvfpd.org AND
jwebb@mvfpd.org

____ Nederland FPD
Rick Dirr; Chief
PO Box 155
Nederland, CO 80466
T: 303-258-9161

____ Pinewood Springs FPD
61 Kiowa Road
Lyons, CO 80540-8202
T: 303-823-5086

Email North Metro Fire Rescue
Attn: David Ramos
101 Spader Way
Broomfield, CO 80020
fireprevention@northmetrofire.org

____ Poorman VFD
Sunshine Star Route
Boulder, CO 80302

Email Rocky Mountain Fire Dist.
Michelle Kelly
4390 Eldorado Springs Dr.
Boulder, CO 80303
T: 303-494-3735
mkelley@rockymountainfire.org

Sugar Loaf FPD - For Site Plan Review Referrals, Mail and Email To:

Both Sugar Loaf FPD
Miles La Hue; Site Review Officer
1360 Sugar Loaf Road
Boulder, CO 80302
cmlahue@yahoo.com

For All Other Referrals Mail & Email to:

Both Sugar Loaf FPD
Andrew Goldman; Chief
1360 Sugar Loaf Road
Boulder CO 80302
T: 303-442-1050/303-810-2815
chief@slfpd.org

Email Sunshine FPD
Michael Schmitt; Chief
Bruce D. Honeyman; Fire Marshal
Regina Daly; Fire Marshal
311 County Road 83
Boulder, CO 80302
T: 303-246-4519
chief@sunshine-fpd.org
AND reginadaly01@gmail.com
AND bdhoneyman@gmail.com

Email Timberline Fire Protection District
660 Hwy 46
Blackhawk, CO 80422
T: 303-582-5768
jhinderman@timberlinefire.com

Homeowner and Road Associations and Review Committees:

Bar K Ranch HOA
1180 Rock Lake Rd.
Ward, CO 80481

Benchmark HOA
#12 Benchmark Drive
Boulder, CO 80301

Email Boulder Hills HOA
Attn: Anne L. Larson
8498 Stirrup Ct.
Longmont, CO 80503
E: annelarson@juno.com

Boulder Tech Center
Owners Association
Attn: Gary Reed
2729 S. Lakeridge Trail
Boulder, CO 80302-9312
T: 303-442-0750

Email Brittany Place HOA
Attn: Dina Kenkel
8440 Brittany Place
Longmont, CO 80503
dkenkel@comcast.net

Email Burgundy Park HOA
a.k.a. Johnson Farm Replat G
Attn: Steve Ekman, Vice President
7100 Burgundy Drive
Niwot, CO 80503
E: steve@ekmandesign.com AND
president.bphoa@gmail.com, AND
treasurer.bphoa@gmail.com

Canyonside HOA
PO Box 1698,
Boulder, CO 80306

Email Clover View North NUPUD
Attn: Bruce Johnson
bask@skybeam.com
T: 303-775-1350

Email Cottonwood Park West HOA
Attn: Dean Carpenter, Assoc. Mgr.
PO Box 421
Niwot, CO 80544
M: 303-652-2537
E: cpwhoaoffice@gmail.com

Email Country Creek HOA
Attn: Karin Antoni
P.O. Box 85
Niwot, CO 80544-0085
T: 720-384-7843
E: pghsmanley@comcast.net

Cove (The) HOA
PO Box 1052
Niwot, CO 80544-1052

Crescent Lake Estates HOA
PO Box 7114
Golden, CO 80403

Email Crestmoor Architectural Review
Attn: Richard Boscardin
993 Crestmoor Drive
Boulder, CO 80303
E: raboscardin@comcast.net
AND Email Michael J. Waggoner
930 Crestmoor Drive
Boulder, CO 80303
E: waggonem42@yahoo.com

Email Crestview Estates Architectural
Control Committee (ACC)
Richard E. Blanchette
E: reb@green-mtn.com
T: 303-818-7996

Crystal Views HOA
Nan Stuart
11732 Crystal Views Lane
Longmont, CO 80501

Darvey's Farm NUPUD Architectural
Committee
Bruce M. Davis & Mary Davis Burkhart
10142 Oxford Road
Longmont, CO 80501

East Meadowdale HOA
P.O. Box 270368
Louisville, CO 80027

ERTL Farm HOA
Ned Flannigan
9499 W Phillips Rd.
Boulder, CO 80301
T: 303-664-5994

Farm in Boulder Valley HOA
P.O. Box 208
Niwot, CO 80544

Flintlock HOA
CPM
5757 Arapahoe Ave. Ste. C1 West
Boulder, CO 80301

Email Fountaintree HOA
470 Fountaintree Lane
Boulder, CO 80304
E: kit@sancheztennis.com

Gaynor Lake HOA
10505 Oxford Rd
Longmont, CO 80501

Githens Acres Neighborhood Assn. Jim
Snow
2305 Topaz Drive
Boulder, CO 80304

Goose Haven HOA
Douglas W. Porrey, Secretary/Treasurer
10425 Goose Haven Drive
Lafayette, CO 80026

Email Granja Este Road Maintenance
Association
Attn: Shawn F. Roberts
9980 Phillips Road
Lafayette, CO 80026
E: sf.roberts@yahoo.com

Both Gunbarrel Green HOA
PO Box 11217
Boulder, CO 80301
E: gunbarrelgreen@gmail.com
T: 720-443-3471

Hardt Estates Subdivision
Emily Bray
4138 Nelson Road
Longmont, CO 80503
T: 303-447-1187

Heatherwood HOA
P.O. Box 11102
Boulder, CO 80302

Email Hidden Lake HOA
Attn: Richard Sands, HOA President
2425 Balsam Drive
Boulder, CO 80304
E: rjsands303@gmail.com
T: 303-402-9626

Hillcrest Heights Replat B
See Wildview HOA

Hygiene HOA
Sam Clark
P.O. Box 171
Hygiene, CO 80533

Johnson Farm Replat G
See Burgundy Park HOA

Email Knollwood HOA
Alan A. Teran
2126 Knollwood Drive
Boulder, CO 80302-4706
T: 303-444-6877
E: aatbigsteaks@aol.com

Lagerman Farm HOA
3281 61st Street
Boulder, CO 80301

Email Lake of the Pines HOA
John Miller, President
2849 S. Lakeridge Trail
Boulder, CO 80302
E: j-miller@comcast.net
T: 303 786-7833

Lakeshore Estates ARC
Julianne M. Anderson
6397 Glenmoor Rd.
Boulder, CO 80303
T: 303-499-7150

Homeowner and Road Associations and Review Committees:

Lake Valley Estates HOA
3950 Bogey Ct.
Longmont, CO 80503
T: 303-545-6651

Lazy Z Estates HOA
Box 374
Pinecliffe, CO 80471-0374

Legend Ridge HOA
5440 Ward Rd. #230
Arvada, CO 80002

Longs Peak Estates HOA
PO Box 1141
Lyons, CO 80540-1141

Longview Ranchettes (a.k.a. Fox Pointe
at Niwot) Design Review
David & Jane Chaknova
8631 Monte Vista Avenue
Niwot CO 80503
T: 303-702-9455

Lykins Gulch HOA
3743 Nelson Road
Longmont, CO 80503

Meadow Green Farm HOA
Carol & Harvey Yoakum
14707 N. 95th Street
Longmont, CO 80504
T: 303-775-1408

Monarch Park HOA
Jennifer Sleek
7376 Monarch Road
Longmont, CO 80503-8630

Monarch Ponds HOA
7739 Monarch Road
Niwot, CO 80503

Mountain Ridge HOA
Levin Hemming
2289 Park Lake Dr.
Boulder, CO 80301-5124

Niwot Hills HOA (Arch. Committee)
Attn: Cindy Henry, Markel Homes
5723 Arapahoe Ave #2B
Boulder, CO 80303
T: 303-339-6120
E: cindy@markelhomes.com

Niwot Meadow Farm HOA
8510 Niwot Meadow Farm Road
Niwot, CO 80503

North Rim HOA
4400 Hogan Ct.
Niwot, CO 80503

Email Orange Orchard
Attn: President of Board
PO Box 17241
Boulder, CO 80308
E: board@oohaboulder.org

Oxford Farm HOA
7600 Rodeo Drive
Longmont, CO 80501

Panorama Park Subdivision
Architectural Review
Attn: Frank Hawke
7331 Spring Drive
Boulder, CO 80303
T: 303-499-6704

Email Park Lake HOA
PO Box 682
Louisville, CO 80027
E: parklakehoa@gmail.com

Email Pine Brook Hills Architectural
Committee
Eric Erickson
E: ARC@PineBrookHills.org

Pine Valley Estates HOA
PO Box 643
Pinecliffe, CO 80471

Powderhorn Condominium
Association, Inc.
Hudson Real Estate
1200 28th St., Suite 100
Boulder, CO 80303
303-442-6380

Quiet Retreat HOA
2807 Jay Road
Boulder, CO 80301-1605

Email Ranch at Clover Basin
Replat B TDR/PUD 2nd Filing (a.k.a.
Portico)
c/o Flagstaff Management, Inc.
900 Coffman St., STE D
Longmont, CO 80501
T: 303-682-0098
E: fmc900@flagstaffmanagement.com

The Reserve Homeowners and
Recreational Association (Sombrero
Ranch)
6298 Reserve Drive
Boulder CO 80303

Silver Springs HOA
11 Nightshade HOA
Boulder, CO 80302

Smith Meadow Lane HOA
7376 Elm St.
Longmont, CO 80503

Email Somerset HOA
c/o Trio Property Management
PO Box 208
Niwot, CO 80544
T: 303-415-2054
E: somersethoa@comcast.net
AND TrioProperty@comcast.net

South Meadow Gunbarrel Green Acres
PO Box 1718

Longmont, CO 80502

Spanish Hills HOA (Deanna Blomquist)
84 Caballo Ct.,
Boulder, CO 80303

E: deannablomquist@yahoo.com
AND Email
Spanish Hills Architectural
Design Committee
William Hickey
156 Barcelona Drive
Boulder, CO 80303
303-494-0384
E: wa3h@hotmail.com

Email Summerlin HOA
Attn: Dave Boschert, Mike Exner, Will
Coleman
3223 Arapahoe Ave., #325
Boulder, CO 80303
T: 303-442-1277 x21
E: dboschert@boschland.com **AND**
mlexner@comcast.net **AND**
will@ascend-mg.com

Sunrise Ranch NUPUD HOA
6106 Sunrise Ranch Drive
Longmont, CO 80501

Valle Del Rio Subdivision Only
(Not for Valle Del Rio Subdivision 1)
Lori Dempsey
4567 Prado Drive, Boulder, CO 80303
T: 303-499-7777 M: 303-472-0811
E: dempsey4567@yahoo.com

Waterford HOA
PO Box 6632
Longmont, CO 80501

Waterstone HOA c/o MSI
11002 Benton St.
Westminster, CO 80020

West Meadowdale HOA
P.O. Box 831
Niwot, CO 80544

White Hawk Ranch HOA
c/o Homestead Management
1401 W. 122nd Ave., Suite #101
Westminster, CO 80234-4900
T: 303-457-1444 F: 303-457-0670

Wildview HOA
a.k.a. Hillcrest Heights Replat
PO Box 19439
Boulder, CO 80308-2439

Email Willow Glen HOA
c/o David Corson
7973 Sagebrush Court
Boulder, CO 80301
T: 303-888-5450
E: davidjcorson@yahoo.com



**Boulder County
Land Use Department
Publications**

Historic Preservation Referral Requirement

Land Use Department
Courthouse Annex Building
2045 13th Street
PO Box 471
Boulder, CO 80302

Planning Division:
303-441-3930
planner@bouldercounty.org
www.bouldercounty.org/lu

Office Hours:
8 a.m.-4:30 p.m. Mon., Wed., Thurs., Fri.
10 a.m.-4:30 p.m. Tuesday

Historic Preservation Referral Requirement

Boulder County is committed to identifying and preserving the rich history of the unincorporated areas of the county. Through our Comprehensive Plan, Land Use Code, and other policies we have created a program to document, protect, and preserve the varying historic resources in our jurisdiction. County Land Use staff and the Historic Preservation Advisory Board (HPAB) are available to assist property owners in researching their property history, determining whether it is eligible for landmark designation, identifying ways to preserve the property and finding financial incentives for preservation.

The Historic Preservation Advisory Board (HPAB) serves as a referral body to review and comment on development proposals which would affect historic properties (any property with structures 50 years of age or older). Development review applications may require review by the full Historic Preservation Advisory Board, however, this depends on the nature of the historic resource and specific development proposal. A Boulder County Historic Preservation Planner in coordination with the members of HPAB determines the appropriate level of review for each development project.

Please contact a Boulder County Land Use Historic Preservation Planner at historic@bouldercounty.org or 303-441-3930 to discuss your project, and complete this form prior to submitting an application. Contact staff as soon as possible, since historic property research can take time. To avoid delays, contact the staff to begin this research well in advance of your submittal.

Applicant - Please complete this section:

Applicant(s): <i>Gordon Novak, Dan Novak, Katharine Burton</i>		
Project Address: 11474 and 11482 Peak to Peak		
City: <i>Allenspark</i>	State: <i>CO</i>	Zip Code: <i>80510</i>
Parcel Information: 119711400023 and 119711400024		

The following is required to be completed by a Boulder County Historic Preservation Planner:

Land Use Staff in cooperation with HPAB has considered an application for:

at the property listed above and has determined that the Application:

<input type="checkbox"/>	Does not require a referral
<input type="checkbox"/>	Requires a referral only to the Boulder County Historic Preservation Planner
<input checked="" type="checkbox"/>	Requires a review by the Historic Preservation Advisory Board structures may be eligible for landmark status; may require more research
Historic Preservation Planner Signature: <i>Jessica Fasick</i>	
Date:	10/3/19

Jessica Fasick

