



**Land Title Guarantee Company  
Customer Distribution**



***PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.***

Order Number: **ABC70718664-3**

Date: **11/28/2022**

Property Address: **VACANT LAND, AURORA, CO**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

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**For Closing Assistance**

**For Title Assistance**

Scott Bennetts  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
(303) 850-4175 (Work)  
[sbennetts@ltgc.com](mailto:sbennetts@ltgc.com)

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**Seller/Owner**

CHERRY CREEK PARTNERS  
Attention: JOHN TYLER  
288 CLAYTON ST #303  
DENVER, CO 80206  
(303) 598-5320 (Work)  
[jtyler1031@cherrycreekpartners.com](mailto:jtyler1031@cherrycreekpartners.com)  
Delivered via: Electronic Mail

**REPUBLIC TITLE OF TEXAS, INC.**

Attention: CATHY MOELLER  
2626 HOWELL STREET  
TENTH FLOOR  
Dallas, TX 75204  
(214) 855-8871 (Work)  
[cmoeller@republictitle.com](mailto:cmoeller@republictitle.com)  
Delivered via: Electronic Mail



**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **ABC70718664-3** Date: **11/28/2022**  
Property Address: **VACANT LAND, AURORA, CO**  
Parties: **INDUSTRIAL VI ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**  
**FISCHAHS, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	\$100.00
TBD - TBD Income	\$-423.00
	<b>Total \$-323.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[Adams county recorded 04/01/2004 under reception no. 20040401000177000](#)

[Arapahoe county recorded 03/11/2004 under reception no. B4044799](#)

## ALTA COMMITMENT

### First American Title Insurance Company

#### Schedule A

Order Number: ABC70718664-3

**Property Address:**

VACANT LAND, AURORA, CO

**1. Effective Date:**

11/18/2022 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

INDUSTRIAL VI ENTERPRISES, LLC, A DELAWARE LIMITED  
LIABILITY COMPANY

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

FISCHAHS, LLC, A COLORADO LIMITED LIABILITY COMPANY

**5. The Land referred to in this Commitment is described as follows:**

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS AND ARAPAHOE, STATE OF COLORADO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINIUM CAP MARKED "PLS 28285 2013", FROM WHICH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 34, BEARS SOUTH 00° 10' 48" EAST, TO THE EAST QUARTER CORNER OF SAID SECTION 34, MONUMENTED BY A 2.5" ALUMINUM CAP MARKED "PLS 28285 2013", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE SOUTH 00° 10' 48" EAST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE, AS RECORDED IN BOOK 5 AT PAGE 504 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE SOUTH 89° 55' 08" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 662.77 FEET TO THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED MARCH 21, 1978 IN BOOK 2222 AT PAGE 990 OF SAID RECORDS AND POINT OF BEGINNING;

THENCE SOUTH 00° 12' 49" EAST, ALONG SAID WEST LINE AND THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 2,599.93 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 89° 42' 54" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 661.25 FEET TO SAID EAST QUARTER CORNER OF SECTION 34;

THENCE NORTH 89° 54' 04" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 2645.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 00° 13' 43" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1921.71 FEET TO THE NORTHERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD;

THENCE SOUTH 53° 03' 48" WEST, ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 568.69 FEET TO A TANGENT CURVE TO THE RIGHT;

## ALTA COMMITMENT

### First American Title Insurance Company

#### Schedule A

Order Number: ABC70718664-3

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY AND CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 51°33'20", A RADIUS OF 2664.02 FEET, AN ARC LENGTH OF 2,397.13 FEET AND A CHORD THAT BEARS SOUTH 78°50'28" WEST, A DISTANCE OF 2,317.07 FEET TO A POINT OF TANGENCY;

THENCE NORTH 75°22'52" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2,521.05 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MAY 6, 2019 AT RECEPTION NO. [20190000033370](#) OF SAID RECORDS, AND A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 00°18'44" WEST, ALONG SAID PARALLEL LINE, A DISTANCE FO 2,058.48 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, AND TO A LINE 120.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34;

THENCE NORTH 00°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,606.58 FEET TO SAID SOUTHERLY RIGHT OF WAY OF EAST 26TH AVENUE;

THENCE NORTH 89°55'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 1,868.31 FEET TO THE POINT OF BEGINNING,  
COUNTY OF ADAMS, STATE OF COLORADO.

THE PREPARATION OF THIS LEGAL DESCRIPTION UTILIZED THE UNITED STATES SURVEY FOOT AS THE LINEAL DISTANCE UNIT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

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**ALTA COMMITMENT**

**First American Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABC70718664-3

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR FISCHAHS, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR FISCHAHS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED MAY 06, 2019 UNDER RECEPTION NO. 2019000033369 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JOHN TYLER JR. AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. CERTIFICATE OF GOOD STANDING OF INDUSTRIAL VI ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ISSUED BY THE SECRETARY OF STATE OF DELAWARE.
4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR INDUSTRIAL VI ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF INDUSTRIAL VI ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

6. WARRANTY DEED FROM FISCHAHS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO INDUSTRIAL VI ENTERPRISES, LLC, A DELAWARE LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: ABC70718664-3

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that 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 encroachment, encumbrance, 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 the 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 of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES OR TENANCIES, IF ANY.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AND RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 2, 1891 AT RECEPTION NO. [2896](#).

(AFFECTS SECTION 2)

10. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 02, 1962, IN BOOK 1018 AT PAGE [159](#), ADAMS COUNTY RECORDS, AND OCTOBER 2, 1962 IN BOOK 1376 AT PAGE [111](#), ARAPAHOE COUNTY RECORDS.

(AFFECTS ALL SECTIONS)

11. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED JANUARY 26, 1987 IN BOOK 3265 AT PAGE [698](#), ADAMS COUNTY RECORDS, AND JANUARY 26, 1987 IN BOOK 5028 AT PAGE [377](#), ARAPAHOE COUNTY RECORDS.

(AFFECTS ALL SECTIONS)

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

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12. THE EFFECT OF AMENDMENT TO ZONING REGULATION RECORDED MAY 23, 1991 IN BOOK 3780 AT PAGE [622](#).

(AFFECTS ALL SECTIONS)

13. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:  
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,  
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND  
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED OCTOBER 01, 1906, IN BOOK 25 AT PAGE [158](#).

(AFFECTS SECTION 35)

14. ALL OIL, COAL AND OTHER MINERALS AS RESERVED IN DEED FROM UNION PACIFIC LAND CO. TO J.M. GINGRICH, RECORDED APRIL 5, 1910 IN BOOK 36 AT PAGE [197](#), TOGETHER WITH THE RESERVATIONS AND EASEMENTS PROVIDING AS FOLLOWS: THE EXCLUSIVE RIGHT TO PROSPECT IN AND UPON SAID LAND FOR COAL AND OTHER MINERALS THEREIN, OR WHICH MAY BE SUPPOSED TO BE THEREIN, AND TO MINE FOR AND REMOVE FROM SAID LAND ALL COAL AND OTHER MINERALS WHICH MAY BE FOUND THEREON BY ANYONE. THE RIGHT OF INGRESS, EGRESS AND REGRESS UPON SAID LAND, TO PROSPECT FOR, MINE AND REMOVE ANY AND ALL SUCH COAL OR OTHER MINERALS, AND THE RIGHT TO USE SO MUCH OF SAID LAND AS MAY BE CONVENIENT OR NECESSARY FOR THE RIGHT OF WAY TO AND FROM SUCH PROSPECT PLACES OR MINES AND FOR THE CONVENIENT AND PROPER OPERATION OF SUCH PROSPECT PLACES, MINES AND FOR ROADS AND APPROACHES THERETO OR FOR REMOVAL THEREFROM OF COAL, MINERAL, MACHINERY OR OTHER MATERIAL. THE RIGHT TO UNION PACIFIC RAILROAD COMPANY TO MAINTAIN AND OPERATE ITS RAILROAD IN ITS PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION OF SAID RAILROAD, AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.

(AFFECTS SECTION 3)

15. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AND RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 27, 1892 AT RECEPTION NO. [3335](#).

(AFFECTS SECTION 34)

16. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [C0971432](#).

(AFFECTS SECTION 35)

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

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17. OIL AND GAS LEASE RECORDED SEPTEMBER 17, 2010 UNDER RECEPTION NO. [2010000062417](#) AND RE-RECORDED FEBRUARY 6, 2012 AT RECEPTION NO. [2012000008580](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

PARTIAL RELEASE OF OIL AND GAS LEASE RECORDED JANUARY 21, 2011 AT RECEPTION NO. [2011000004828](#).

AFFIDAVIT OF PRODUCTION RECORDED NOVEMBER 19, 2014 AT RECEPTION NO. [2014000081188](#).

(AFFECTS SECTIONS 34 AND 35)

18. PAID-UP OIL AND GAS LEASE RECORDED MARCH 21, 2011 UNDER RECEPTION NO. [2011000019791](#) AND RE-RECORDED FEBRUARY 14, 2012 AT RECEPTION NO. [2012000010497](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS SECTION 34)

19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 04, 2014 UNDER RECEPTION NO. [D4017874](#).

(AFFECTS SECTIONS 34 AND 2)

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 20, 2014 UNDER RECEPTION NO. [2014000016636](#).

(AFFECTS SECTION 34)

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 20, 2014 UNDER RECEPTION NO. [2014000016645](#).

(AFFECTS SECTION 34)

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 24, 2014 UNDER RECEPTION NO. [2014000017467](#).

(AFFECTS SECTION 34)

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED AUGUST 21, 2018 UNDER RECEPTION NO. [2018000067813](#).

(AFFECTS SECTION 34)

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED AUGUST 21, 2018 UNDER RECEPTION NO. [2018000067814](#).

(AFFECTS SECTION 34)



**ALTA COMMITMENT**  
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25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED OF CORRECTION RECORDED SEPTEMBER 05, 2018 UNDER RECEPTION NO. [2018000072348](#).

(AFFECT SECTION 34)

26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EXCLUSIVE PIPELINE EASEMENT RECORDED OCTOBER 05, 2018 UNDER RECEPTION NO. [2018000081164](#).

(AFFECTS SECTION 34)

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF RIGHT OF WAY AGREEMENT RECORDED JUNE 17, 2019 UNDER RECEPTION NO. [2019000046588](#).

(AFFECTS SECTIONS 34 AND 35)

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 2019-482 APPROVING APPLICATION IN CASE # RCU2018-00032 JAMASCO PIPELINE RECORDED AUGUST 16, 2019 UNDER RECEPTION NO. [2019000066499](#).

(AFFECTS SECTIONS 34 AND 35)

29. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 01, 2020 UNDER RECEPTION NO. [2020000085790](#).

(AFFECTS SECTION 34)

30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PIPELINE EASEMENT AGREEMENT BY AND BETWEEN FISCHAHS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND CRESTONE PEAK RESOURCES MIDSTREAM LLC, A DELAWARE CORPORATION RECORDED JANUARY 14, 2021 UNDER RECEPTION NO. [2021000005095](#).

(AFFECTS SECTION 34)

31. OIL AND GAS LEASE RECORDED MAY 12, 2010 UNDER RECEPTION NO. [D0045407](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF PRODUCTION RECORDED DECEMBER 21, 2017 AT RECEPTION NO. [D7143750](#).

(AFFECTS SECTION 2)

32. OIL AND GAS LEASE RECORDED MAY 12, 2010 UNDER RECEPTION NO. [D0045409](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS SECTIONS 34 AND 35)

**ALTA COMMITMENT**  
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33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 19, 2014 UNDER RECEPTION NO. [D4021843](#).

(AFFECTS SECTION 2)

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 19, 2014 UNDER RECEPTION NO. [D4021897](#).

(AFFECTS SECTION 2)

35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 24, 2014 UNDER RECEPTION NO. [D4023155](#).

(AFFECTS SECTION 2)

36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED MARCH 24, 2014 UNDER RECEPTION NO. [D4023156](#).

(AFFECTS SECTION 2)

37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ROYALTY DEED RECORDED SEPTEMBER 30, 2015 UNDER RECEPTION NO. [D5111854](#).

(AFFECTS PARCEL 2)

38. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED GRANTED UNTO THE MOORE OIL & GAS TRUST RECORDED AUGUST 21, 2018 UNDER RECEPTION NO. [D8083130](#).

(AFFECTS SECTION 2)

39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED GRANTED UNTO THE FRANCIS OIL & GAS TRUST RECORDED AUGUST 21, 2018 UNDER RECEPTION NO. [D8083131](#) AND MINERAL DEED OF CORRECTION RECORDED SEPTEMBER 5, 2018 AT RECEPTION NO. [D8088684](#).

(AFFECTS SECTION 2)

40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF PURCHASE AND SALE AGREEMENT RECORDED DECEMBER 07, 2021 UNDER RECEPTION NO. [2021000141998](#).

(AFFECTS SECTION 34)

41. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BLUE EAGLE METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 15, 2021, UNDER RECEPTION NO. [2021000145730](#).

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** ABC70718664-3

- 42. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BLUE EAGLE METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 15, 2021, UNDER RECEPTION NO. [2021000145731](#).
- 43. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BLUE EAGLE METROPOLITAN DISTRICT NO. 3, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 15, 2021, UNDER RECEPTION NO. [2021000145732](#).
- 44. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BLUE EAGLE METROPOLITAN DISTRICT NO. 4, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 15, 2021, UNDER RECEPTION NO. [2021000145733](#).
- 45. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BLUE EAGLE METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 15, 2021, UNDER RECEPTION NO. [2021000145734](#).
- 46. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED RECORDED FEBRUARY 23, 2022 UNDER RECEPTION NO. [2022000016299](#).

(AFFECTS SECTION 34)



## JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



**First American Title™**

## **Privacy Information**

### **We are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral

regulations to guard your nonpublic personal information.

### **Information Obtained Through Our Web Site**

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### **Business Relationships**

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### **Cookies**

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### **Fair Information Values**

#### **Fairness**

We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

#### **Public Record**

We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

#### **Use**

We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

#### **Accuracy**

We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

#### **Education**

We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible

collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

### **Security**

We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

## DISCLOSURE STATEMENTS

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- (a) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (a) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (b) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (c) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (d) The Company must receive payment of the appropriate premium.
- (e) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.



No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

**First American Title Insurance Company**



**First American Title™**

## **Commitment For Title Insurance Issued by First American 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 EXTRACONTRACTUAL 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, First American Title Insurance Company, a Nebraska 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.

### **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, 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; and
- (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.
- (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>.

IN WITNESS WHEREOF, First American Title Insurance Company, has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:

Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880



Craig B. Rants, Senior Vice  
President



First American Title Insurance  
Company



Dennis J. Gilmore  
President



Greg L. Smith, Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION



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

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