



# TAB No.14

APPENDIX OF SUPPLEMENTARY  
DOCUMENTS

A vertical watercolor splash on the left side of the page, featuring shades of teal, light blue, and tan with a textured, layered appearance.

## APPENDIX

ALTA Surveys

Ownership Documents

Conceptual Road Framework Exhibits



# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

**TITLE COMMITMENT NOTES**

FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-1095896-1-SLC1, WITH AN EFFECTIVE DATE OF NOVEMBER 17, 2021 AT 5:00 P.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS, INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

NOTE: THE WORD "AFFECTS" AS USED BELOW, IS HEREBY DEFINED AS: "A DETERMINATION THAT THE PROPERTY OR INTERESTS DESCRIBED, WITHIN THE ITEMS LISTED AMONG THE SCHEDULE B - SECTION 2 PROVIDED, FALLS WITHIN OR TOUCHES THE SURVEYED PROPERTY".

ITEM NUMBERS BELOW REFER TO THOSE ITEMS AS LISTED IN SCHEDULE B - SECTION 2 OF SAID TITLE COMMITMENT.

ITEM NUMBERS 1-7 ARE STANDARD EXCEPTIONS NOT TO BE ADDRESSED AS A PART OF THIS SURVEY.

8. RESERVATIONS MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED AUGUST 2, 1883 IN BOOK A7 AT PAGE 311, PROVIDING SUBSTANTIALLY AS FOLLOWS: RESERVING UNTO THE COMPANY AND ITS ASSIGNS ALL COAL THAT MAY BE FOUND UNDERNEATH SURFACE OF LAND HEREIN DESCRIBED AND THE EXCLUSIVE RIGHT TO PROSPECT AND MINE FOR SAME, ALSO SUCH RIGHT OF WAY AND OTHER GROUNDS AS MAY APPEAR NECESSARY FOR PROPER WORKING OF ANY COAL MINES THAT MAY BE DEVELOPED UPON SAID PREMISES, AND FOR TRANSPORTATION OF COAL FROM SAME, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN. DEED IN CONNECTION THEREWITH RECORDED FEBRUARY 6, 2020 AT RECEPTION NO. 2020000011990. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

9. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RIGHT OF WAY AND EASEMENT AGREEMENT RECORDED AUGUST 19, 1947 IN BOOK 342 AT PAGE 313. AMENDMENT AND PARTIAL RELEASE IN CONNECTION THEREWITH RECORDED MAY 29, 1974 IN BOOK 1932 AT PAGE 995. RIGHT OF WAY AND EASEMENT AGREEMENT IN CONNECTION THEREWITH RECORDED OCTOBER 6, 2006 AT RECEPTION NO. 2006000985463. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

10. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, RESERVATIONS AND AGREEMENTS AS SET FORTH IN THE DEED RECORDED MAY 23, 1974 IN BOOK 1932 AT PAGE 301. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

11. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE PIPELINE EASEMENT AGREEMENT RECORDED JUNE 4, 1974 IN BOOK 1933 AT PAGE 966. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON**

12. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE PERSONAL REPRESENTATIVE'S DEED RECORDED JUNE 10, 1981 IN BOOK 2560 AT PAGE 989. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON**

13. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE SCHOOL SITE AGREEMENT RECORDED APRIL 2, 1987 IN BOOK 5098 AT PAGE 1. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

14. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ORDINANCE NO. 86-193 RECORDED APRIL 20, 1987 IN BOOK 3304 AT PAGE 927. ANNEXATION PLAT IN CONNECTION THEREWITH RECORDED APRIL 20, 1987 AT RECEPTION NO. B734242. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

15. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ORDINANCE NO. 86-194 RECORDED APRIL 20, 1987 IN BOOK 3304 AT PAGE 930. ANNEXATION PLAT IN CONNECTION THEREWITH RECORDED APRIL 20, 1987 AT RECEPTION NO. B723244. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

16. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE GENERAL DEVELOPMENT PLAN RECORDED MAY 20, 1987 AT RECEPTION NO. B742214. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

17. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ANNEXATION AGREEMENT RECORDED JULY 20, 1987 IN BOOK 3345 AT PAGE 115 AND RECORDED JUNE 29, 1987 IN BOOK 5191 AT PAGE 678 (ARAPAHOE COUNTY RECORDS). **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

**TITLE COMMITMENT NOTES-CONTINUED**

18. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE GRANT OF EASEMENT RECORDED DECEMBER 11, 1991 IN BOOK 3845 AT PAGE 201. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

19. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED JUNE 23, 1993 IN BOOK 4096 AT PAGE 33. **DOES NOT AFFECT THE SURVEYED PROPERTY.**

20. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE LICENSE AGREEMENT RECORDED AUGUST 16, 1993 IN BOOK 4130 AT PAGE 815. **DOES NOT AFFECT THE SURVEYED PROPERTY.**

21. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ZONING HEARING DECISION CASE #119-93-C RECORDED DECEMBER 17, 1993 IN BOOK 4218 AT PAGE 148. **DOES NOT AFFECT THE SURVEYED PROPERTY.**

22. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE LICENSE AGREEMENT RECORDED SEPTEMBER 12, 1995 IN BOOK 4586 AT PAGE 281. **DOES NOT AFFECT THE SURVEYED PROPERTY.**

23. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE E-470 PUBLIC HIGHWAY AUTHORITY RECORDED DECEMBER 19, 1995 IN BOOK 4646 AT PAGE 975. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

24. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RIGHT OF WAY AGREEMENT RECORDED SEPTEMBER 5, 1996 IN BOOK 4831 AT PAGE 78. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

25. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE LICENSE AGREEMENT RECORDED SEPTEMBER 16, 1999 IN BOOK 5892 AT PAGE 674. **DOES NOT AFFECT THE SURVEYED PROPERTY.**

26. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ORDER FOR POSSESSION RECORDED JANUARY 29, 2004 AT RECEPTION NO. C1271164. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

27. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RECORDED MAY 10, 2004 AT RECEPTION NO. 20040510000336090. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

28. OIL AND GAS LEASE RECORDED SEPTEMBER 29, 2010 AT RECEPTION NO. 2010000065344 AND RE-RECORDED FEBRUARY 7, 2012 AT RECEPTION NO. 2012000008633, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

29. MINERAL RIGHTS AS CONVEYED BY MINERAL DEED CONVEYANCE ASSIGNMENT AND BILL OF SALE RECORDED DECEMBER 3, 2014 AT RECEPTION NO. 2014000084716, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

30. OIL AND GAS LEASE RECORDED AUGUST 1, 2016 AT RECEPTION NO. 2016000061974 AND RECORDED AUGUST 1, 2016 AT RECEPTION NO. D6083412 (ARAPAHOE COUNTY RECORDS), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

31. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE SURFACE USE AGREEMENT RECORDED AUGUST 3, 2016 AT RECEPTION NO. 2016000062621 AND RECORDED AUGUST 2, 2016 AT RECEPTION D6084053 (ARAPAHOE COUNTY RECORDS). AMENDMENT AND RATIFICATION OF SURFACE USE AGREEMENT IN CONNECTION THEREWITH RECORDED JANUARY 3, 2018 AT RECEPTION NO. 201800000872, SECOND AMENDMENT RECORDED OCTOBER 23, 2018 AT RECEPTION 2018000085886. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

32. OIL AND GAS LEASE RECORDED AUGUST 6, 2019 AT RECEPTION NO. 2019000062998, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. **DOES NOT AFFECT THE SURVEYED PROPERTY.**

**TITLE COMMITMENT NOTES-CONTINUED**

33. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE FACILITIES EASEMENT AGREEMENT RECORDED JANUARY 23, 2020 AT RECEPTION NO. 2020000007760. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

34. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT RECORDED SEPTEMBER 1, 2020 AT RECEPTION NO. 2020000085783. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

35. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE MASTER LICENSE AGREEMENT RECORDED FEBRUARY 3, 2021 AT RECEPTION NO. 2021000012948. **DOES NOT AFFECT THE SURVEYED PROPERTY.**

36. MUSTANG CONNECT PIPELINE SITE PLAN RECORDED MAY 18, 2021 AT RECEPTION NO. 2021000060497. **AFFECTS THE SURVEYED PROPERTY, BUT IS NOT A PLOTTABLE ITEM.**

37. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE COLORADO GROUND WATER COMMISSION FINDINGS AND ORDER RECORDED AUGUST 26, 2021 AT RECEPTION NO. 2021000102176. **DOES NOT AFFECT THE SURVEYED PROPERTY.**

38. RIGHTS OF WAY FOR EAST 26TH AVENUE AND UNION PACIFIC RAILROAD COMPANY AS CURRENTLY ESTABLISHED AND USED. **AFFECTS THE SURVEYED PROPERTY AND IS SHOWN HEREON.**

SCALE N/A	DATE 2022-01-17
BY	DATE
COMMENT	

**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY  
W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M.  
AURORA, COLORADO  
PREPARED FOR  
PROPERTY RESERVE, INC.  
61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

SHEET <b>TWO</b>
OF 11 SHEETS
JOB NO. 173121-01

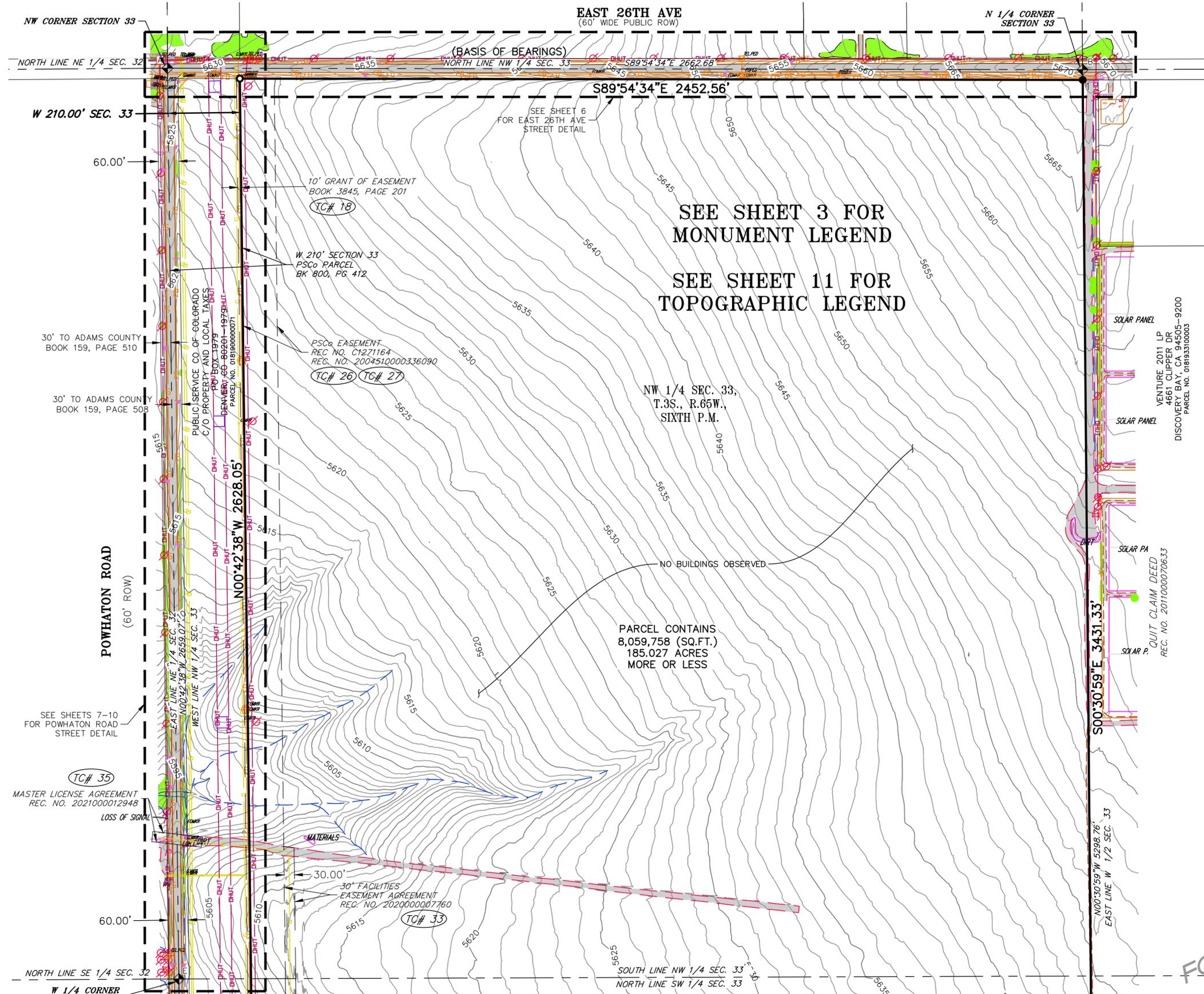
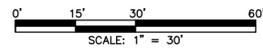
FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC



# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



SEE SHEET 3 FOR  
MONUMENT LEGEND

SEE SHEET 11 FOR  
TOPOGRAPHIC LEGEND

PARCEL CONTAINS  
8,059,758 (SQ.FT.)  
185.027 ACRES  
MORE OR LESS

FOR REVIEW

SEE SHEET 5

SEE SHEET 5

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

SCALE	1" = 200'
DATE	2022-01-17
BY	BAM
CHKD	DED

DATE	BY	COMMENT

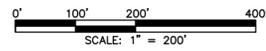
300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY  
W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M.  
AURORA, COLORADO  
PREPARED FOR  
PROPERTY RESERVE, INC.  
61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

SHEET	FOUR
OF 11 SHEETS	
JOB NO.	173121-01

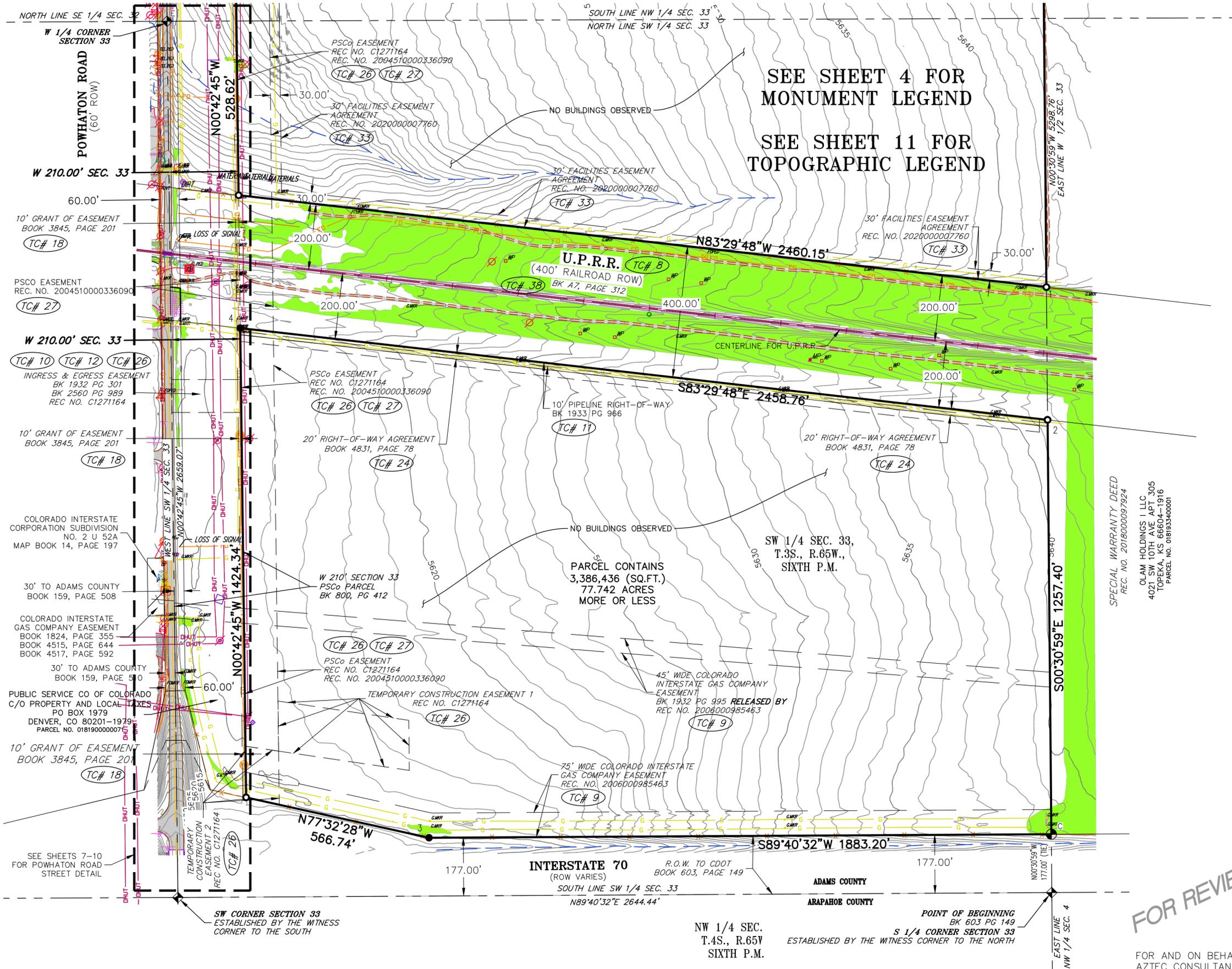
# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



SEE SHEET 4

SEE SHEET 4



SEE SHEET 4 FOR  
MONUMENT LEGEND

SEE SHEET 11 FOR  
TOPOGRAPHIC LEGEND

PARCEL CONTAINS  
3,386,436 (SQ.FT.)  
77.742 ACRES  
MORE OR LESS

SPECIAL WARRANTY DEED  
REC. NO. 2018000097924  
OLAM HOLDINGS I LLC  
4021 SW 10TH AVE APT 305  
TOPEKA, KS 66604-1916  
PARCEL NO. 018193340001

FOR REVIEW

SCALE	1" = 200'
BY	BAM
DED	
DATE	2022-01-17

DATE	BY	COMMENT

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

## AZTEC

CONSULTANTS, INC.

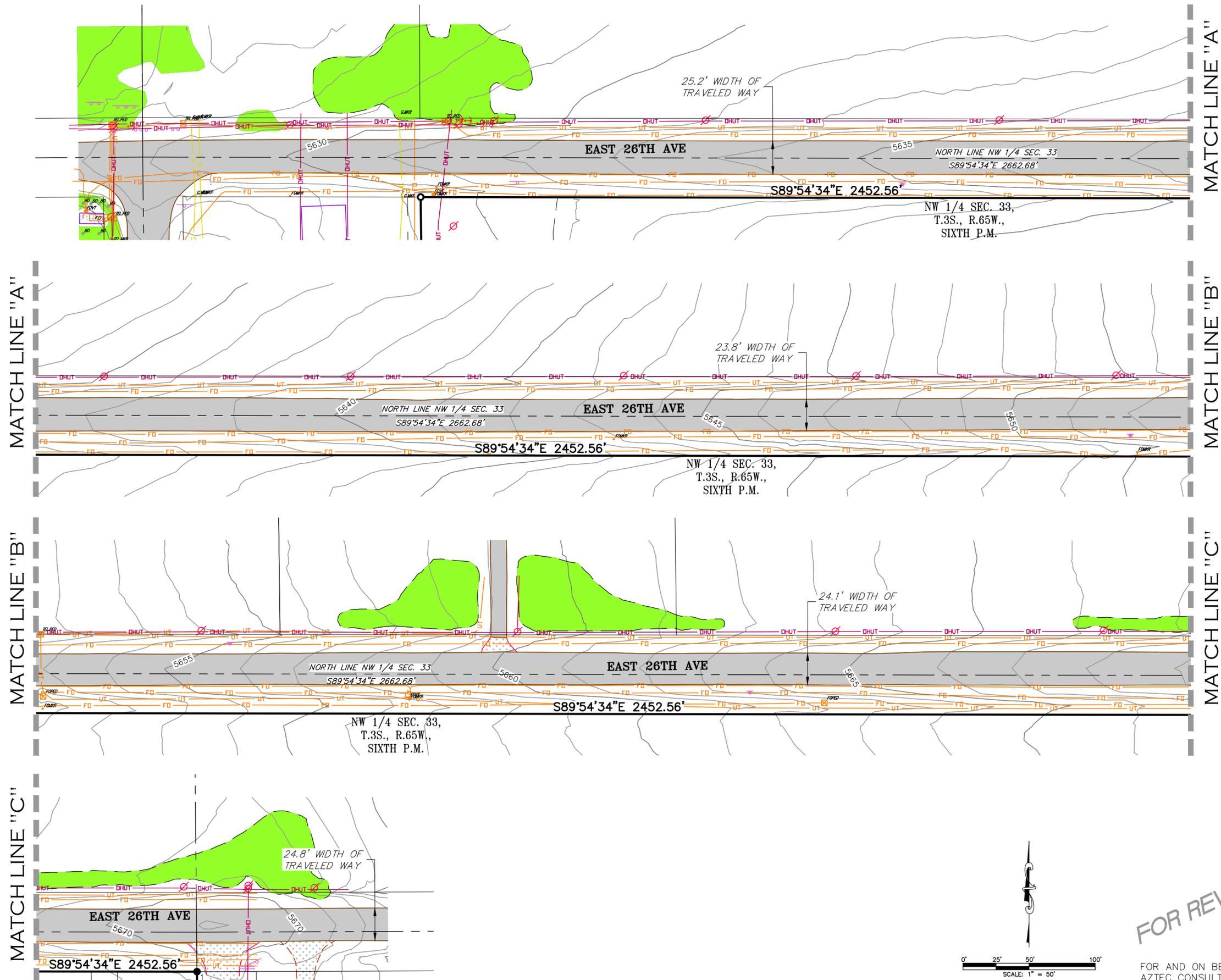
ALTA/NSPS LAND TITLE SURVEY  
W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M.  
AURORA, COLORADO  
PREPARED FOR  
PROPERTY RESERVE, INC.  
61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

SHEET	FIVE
OF	11 SHEETS
JOB NO.	173121-01

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



SCALE	1" = 50'
DATE	2022-01-17
BY	
DATE	
COMMENT	

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

## AZTEC

CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY  
W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M.  
AURORA, COLORADO  
PREPARED FOR  
PROPERTY RESERVE, INC.  
51 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

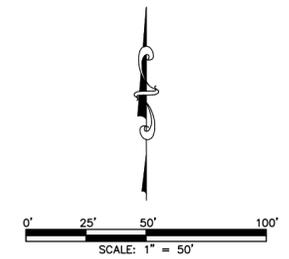
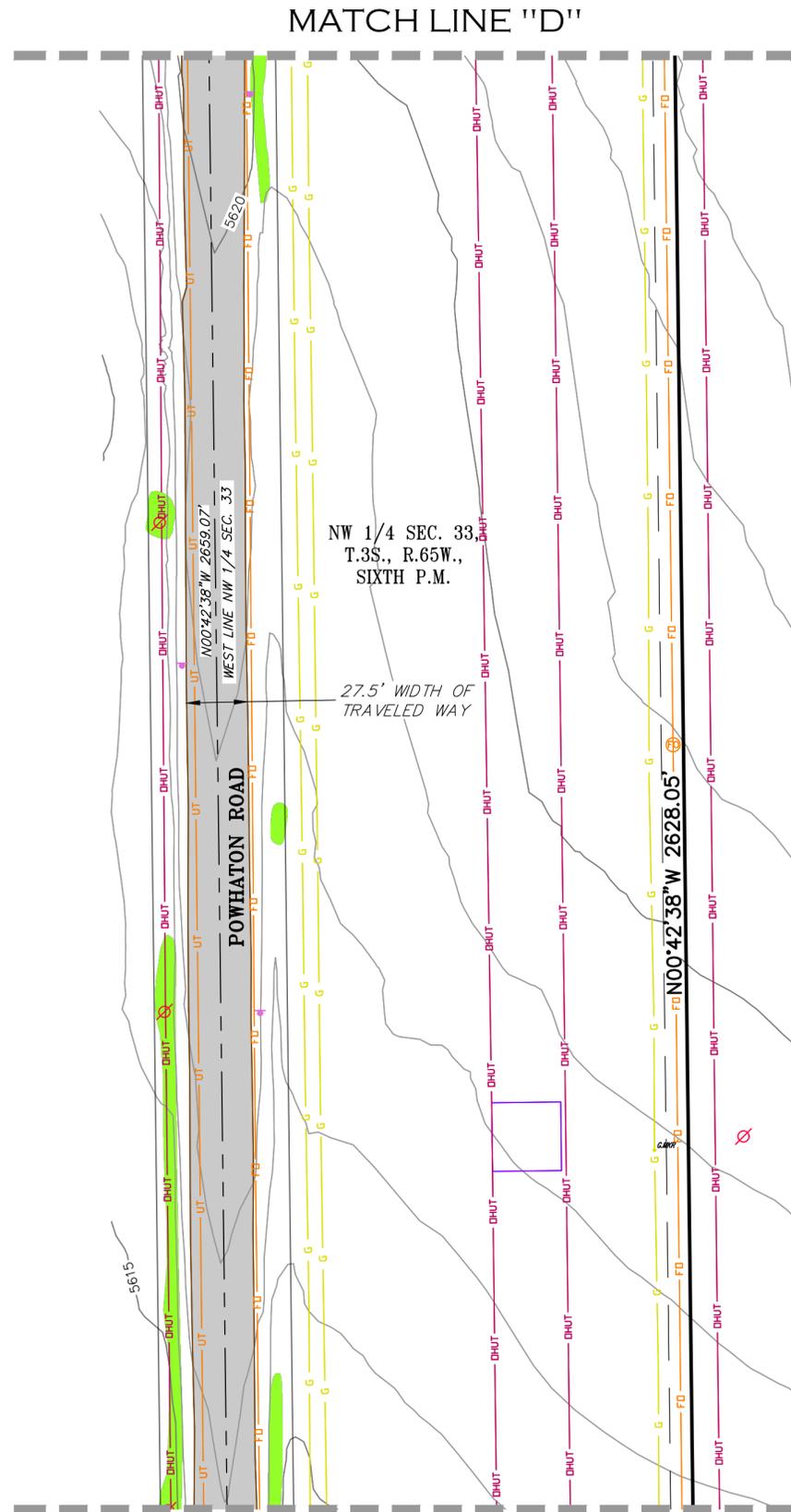
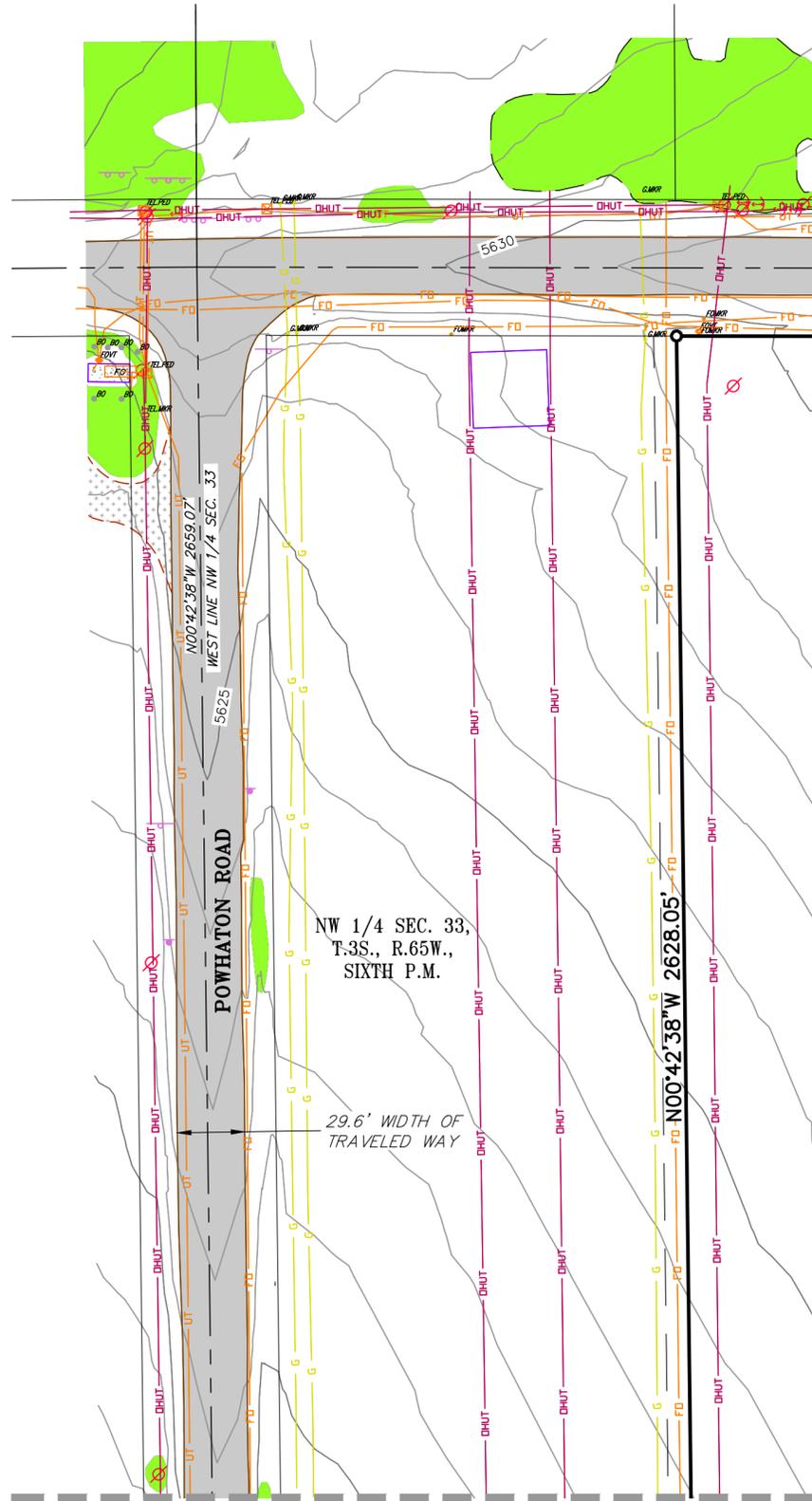
SHEET	SIX
OF 11 SHEETS	
JOB NO.	173121-01

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

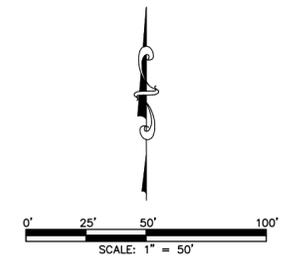
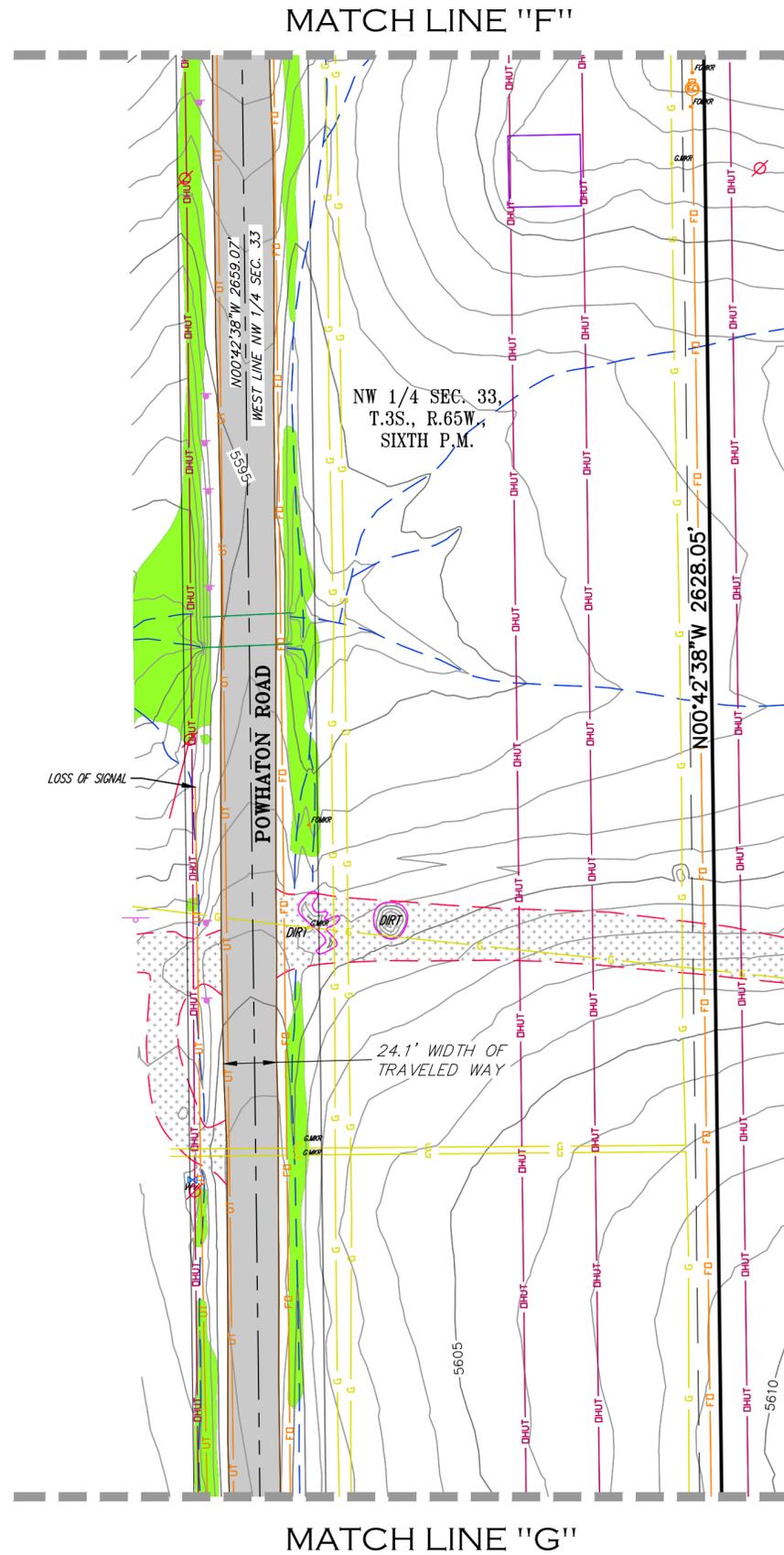


FOR REVIEW

<b>ALTA/NSPS LAND TITLE SURVEY</b> <b>W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M.</b> <b>AURORA, COLORADO</b>		<b>AZTEC</b> CONSULTANTS, INC.		300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	
PREPARED FOR <b>PROPERTY RESERVE, INC.</b> 51 S. MAINSTREET, SUITE 301 SALT LAKE CITY, UT 84111-7502		<b>SCALE</b> 1" = 50'		<b>DATE</b> 2022-01-17	
<b>SHEET SEVEN</b> OF 11 SHEETS		<b>DATE</b>		<b>BY</b>	
<b>JOB NO. 173121-01</b>		<b>COMMENT</b>			

# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



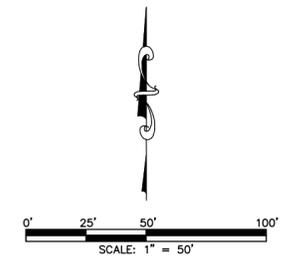
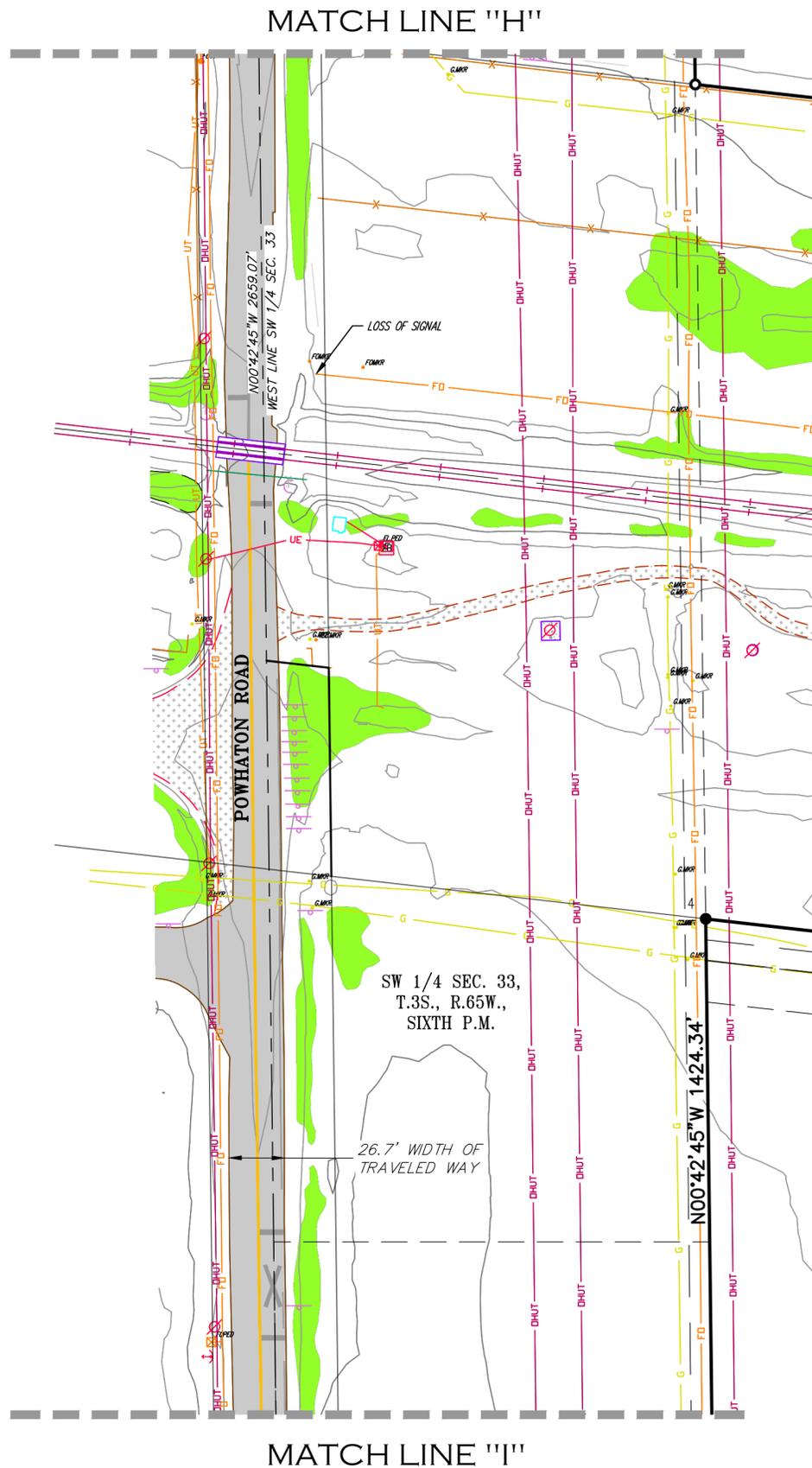
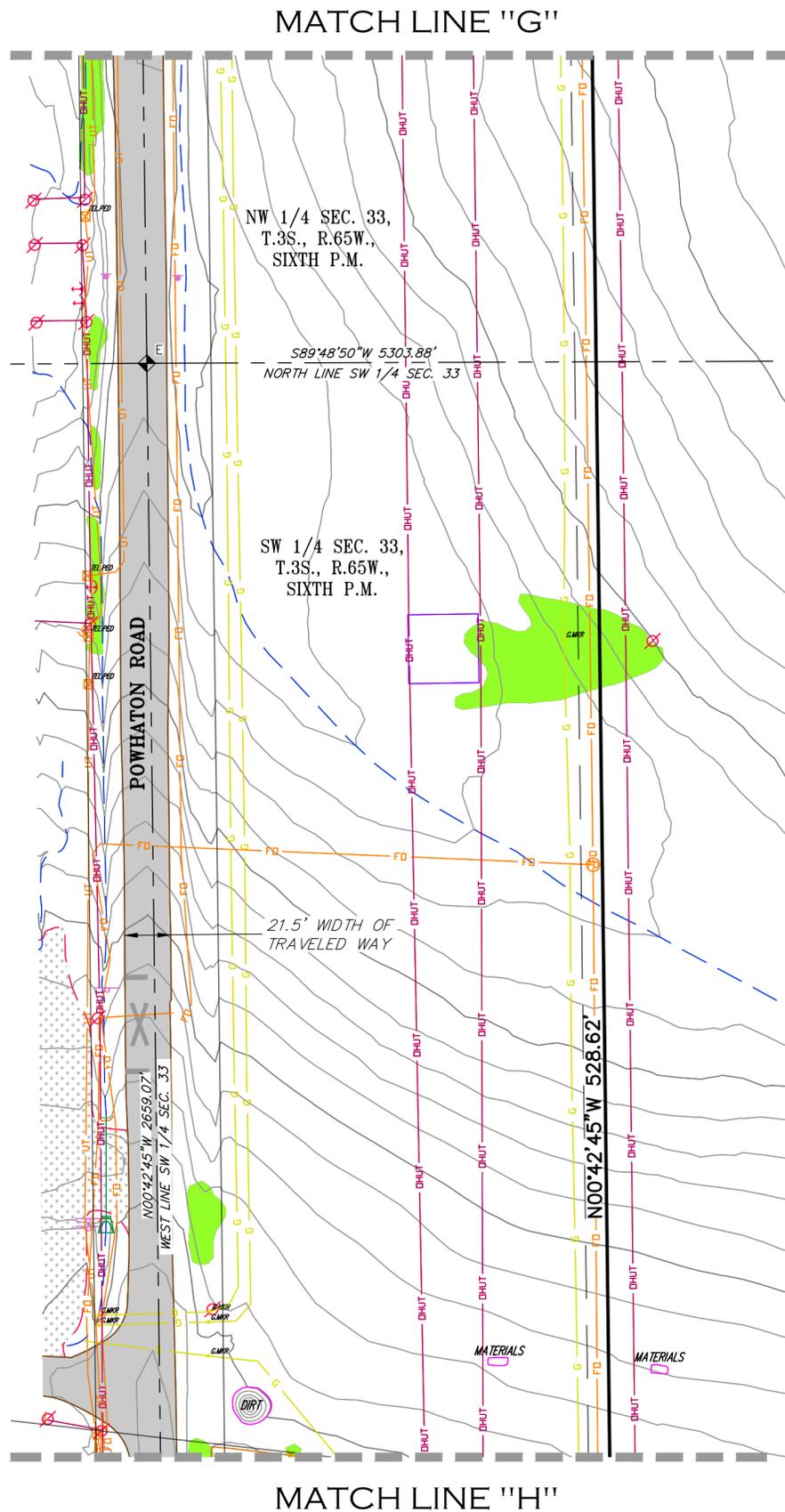
FOR REVIEW

SCALE 1" = 50'		DATE 2022-01-17	
PREPARED FOR PROPERTY RESERVE, INC. 51 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502		COMMENT	
AZTEC CONSULTANTS, INC.		BY	
ALTA/NSPS LAND TITLE SURVEY W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M. AURORA, COLORADO		DATE	
300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		DATE	
SHEET EIGHT		BY	
OF 11 SHEETS		DATE	
JOB NO. 173121-01		COMMENT	

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



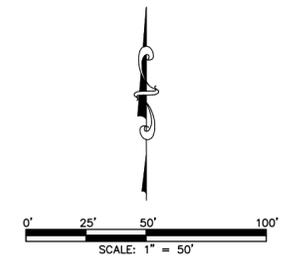
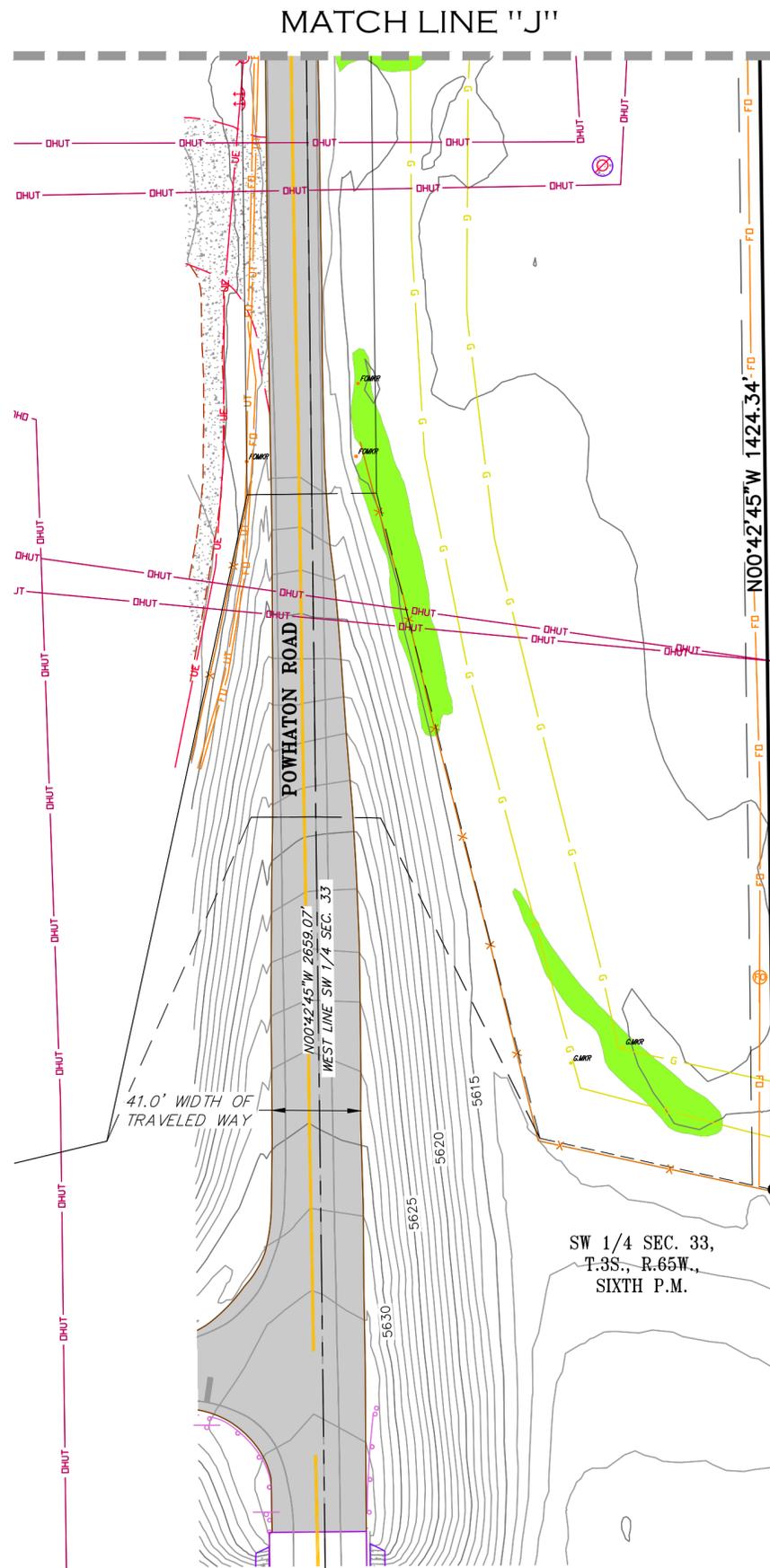
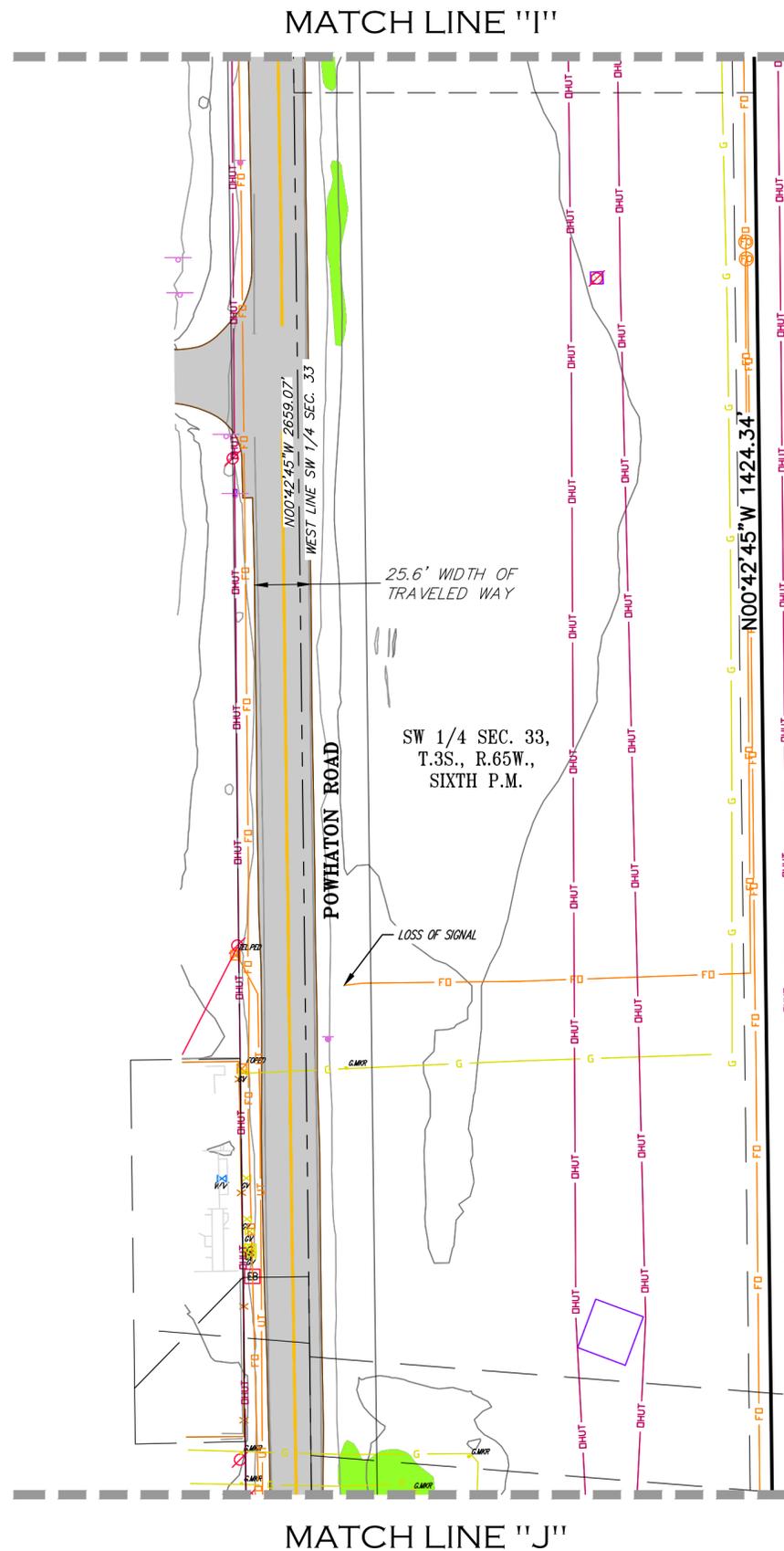
FOR REVIEW

SCALE 1" = 50'		DATE 2022-01-17	
BY BAM		COMMENT	
DATE		BY	
DATE		BY	
<p>300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com</p> <p><b>AZTEC</b> CONSULTANTS, INC.</p>			
<p>ALTA/NSPS LAND TITLE SURVEY W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M. AURORA, COLORADO PREPARED FOR PROPERTY RESERVE, INC. 61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502</p>			
SHEET NINE		OF 11 SHEETS	
JOB NO. 173121-01			

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO



FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

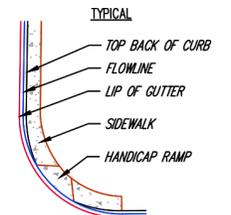
SCALE 1" = 50' DED BMS BAM DATE 2022-01-17	
ALTA/NSPS LAND TITLE SURVEY W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M. AURORA, COLORADO PREPARED FOR PROPERTY RESERVE, INC. 51 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502	AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com
SHEET <b>TEN</b>	OF 11 SHEETS
JOB NO. 173121-01	DATE BY COMMENT

# ALTA/NSPS LAND TITLE SURVEY

A PARCEL LOCATED IN THE WEST HALF OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

## TOPOGRAPHIC LEGEND

	SANITARY MANHOLE		FENCE
	SANITARY UNDERGROUND		METAL POST
	RIPRAP		WOOD POST
	STORM BOX CULVERT		HANDICAP RAMP
	STORM LINE UNDERGROUND		SHORE LINE
	STORM INLET		RAILROAD TRACK
	STORM FES		CURB LIP OF GUTTER
	STORM MANHOLE		CURB TOP BACK
	STORM REINFORCED CONCRETE PIPE		FLOWLINE
	WATER FIRE HYDRANT		CURB TOP FACE
	WATER LINE MKR		SWALE FLOWLINE
	WATER LINE UNDERGROUND		LINEMARKING WHITE STRIPE DASHED
	WATER MANHOLE		LINEMARKING WHITE STRIPE SOLID
	WATER VALVE		LINEMARKING YELLOW STRIPE DASHED
	WATER STOPBOX		LINEMARKING YELLOW STRIPE SOLID
	ELECTRIC BREAKER BOX		BOLLARD
	ELECTRIC CABINET		DELINEATOR
	ELECTRIC MH		GUARD RAIL
	ELECTRIC METER		PARKING STALLS
	ELECTRIC MKR		SIGN
	ELECTRIC PEDESTAL		BRIDGE DECK
	ELECTRIC POLE		BUILDING
	ELECTRIC TRANSFORMER		STEPS
	ELECTRIC UNDERGROUND		STRUCTURE
	GUY WIRE		WALL
	LIGHT POLE		TANK
	ELECTRIC VAULT		PLANTER
	TELEPHONE LINE UNDERGROUND		PIPELINE
	TELEPHONE MKR		MISC
	TELEPHONE PEDESTAL		SIDEWALK
	FIBER OPTIC UNDERGROUND		CONCRETE
	FIBER OPTIC MKR		ASPHALT PAVEMENT
	FIBER OPTICS PEDESTAL		EDGE ROAD
	FIBER OPTIC MANHOLE		TRAIL
	FIBER OPTIC VAULT		STEPS
	GAS LINE UNDERGROUND		PARKING SPACE / HANDICAP PARKING
	GAS METER		
	GAS MKR POST		
	GAS VALVE		
	IRRIGATION CONTROL BOX		
	IRRIGATION SPRINKLER HEAD		
	IRRIGATION VALVE		
	IRRIGATION VAULT		
	CONDUIT		
	POTHOLE		
	UTILITY MISC VAULT		
	VENT PIPE		
	EX CONT-MJR		
	EX CONT-MNR		
	LANDSCAPE EDGE		
	BUSH EVERGREEN		
	TREE CONIFER		
	TREE DECIDUOUS		
	TREELINE		



SCALE	N/A
DATE	2022-01-17

BY	DATE	COMMENT

**AZTEC**  
 CONSULTANTS, INC.

300 East Mineral Ave., Suite 1  
 Littleton, Colorado 80122  
 Phone: (303) 713-1898  
 Fax: (303) 713-1897  
 www.aztecconsultants.com

**ALTA/NSPS LAND TITLE SURVEY**  
 W 1/2 SEC. 33, T.3S., R.65W., 6TH P.M.  
 AURORA, COLORADO  
 PREPARED FOR  
 PROPERTY RESERVE, INC.  
 51 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

SHEET	<b>ELEVEN</b>
OF 11 SHEETS	
JOB NO.	173121-01

FOR REVIEW

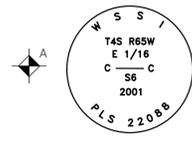
FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC



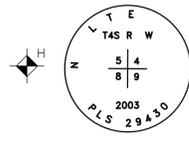


# ALTA/NSPS LAND TITLE SURVEY

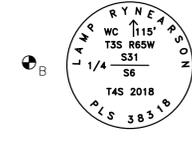
A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4,  
SECTION 5 & THE EAST HALF OF SECTION 6,  
TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO



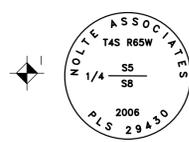
**CEN-COR. E 1/16 COR. SECTION 6**  
FOUND 3-1/4" ALUMINUM CAP FLUSH WITH SURFACE STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 38318, ACCEPTED FOR FILING ON 7/31/2018



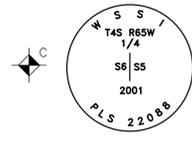
**SE COR. SECTION 5**  
FOUND NO. 6 REBAR WITH 2" ALUMINUM CAP FLUSH WITH SURFACE IN A MONUMENT BOX STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 24657, ACCEPTED FOR FILING ON 11/30/2017



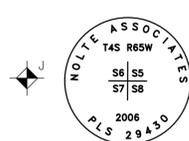
**WITNESS COR. N 1/4 CORNER SEC. 6**  
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP FLUSH WITH SURFACE STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 38318, ACCEPTED FOR FILING ON 7/31/2018.



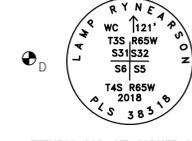
**S 1/4 COR. SECTION 5**  
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP FLUSH WITH SURFACE IN A MONUMENT BOX STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 29430, ACCEPTED FOR FILING ON 7/05/2006



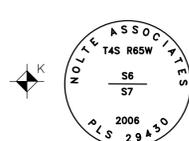
**E 1/4 COR. SECTION 6**  
FOUND 3-1/4" ALUMINUM CAP 1.0"± BELOW SURFACE IN A MONUMENT BOX STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 31159, ACCEPTED FOR FILING ON 6/30/2018



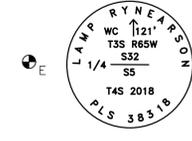
**SE COR. SECTION 6**  
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP 0.8"± BELOW SURFACE IN A MONUMENT BOX STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 31159, ACCEPTED FOR FILING ON 9/30/2018



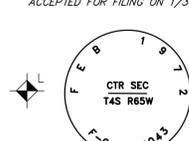
**WITNESS COR. NE CORNER SEC. 6**  
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP FLUSH WITH SURFACE STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 38318, ACCEPTED FOR FILING ON 7/31/2018.



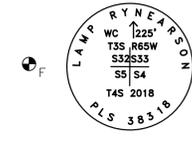
**S 1/4 COR. SECTION 6**  
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP FLUSH WITH SURFACE STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 23527, ACCEPTED FOR FILING ON 1/31/2013



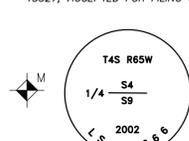
**WITNESS COR. N 1/4 CORNER SEC. 5**  
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP FLUSH WITH SURFACE STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 38318, ACCEPTED FOR FILING ON 9/30/2018.



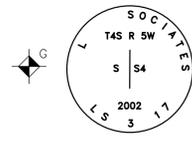
**C 1/4 COR. SECTION 4**  
FOUND 2" BRASS CAP IN CONCRETE STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 13327, ACCEPTED FOR FILING ON 9/14/1998



**WITNESS COR. NE CORNER SEC. 5**  
FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP FLUSH WITH SURFACE IN A MONUMENT BOX STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 38318, ACCEPTED FOR FILING ON 9/30/2018.



**S 1/4 COR. SECTION 4**  
FOUND 2-1/2" ALUMINUM CAP IN CONCRETE STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 31159, ACCEPTED FOR FILING ON 6/30/2018



**E 1/4 COR. SECTION 5**  
FOUND 3-1/4" ALUMINUM CAP 0.4"± BELOW SURFACE IN A MONUMENT BOX STAMPED AS SHOWN PER MONUMENT RECORD PREPARED BY PLS 24657, ACCEPTED FOR FILING ON 11/30/2017



**C 1/4 COR. SECTION 6**  
SET NO. 6 X 30" REBAR WITH A 3-1/4" ALUMINUM CAP 0.5"± BELOW SURFACE STAMPED AS SHOWN

### MONUMENT SYMBOL LEGEND

	ALIQUOT MONUMENT AS NOTED
	SET NO. 5 x 18" LONG REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC PLS 38256"
1	FOUND 1" RED PLASTIC CAP STAMPED "WSSI 22088"
2	FOUND NO. 3 REBAR WITH NO CAP
3	FOUND 1-1/4" YELLOW PLASTIC CAP STAMPED "LRA PLS 31159"
4	FOUND BENT NO. 5 REBAR - NO CAP
(ROW)	RIGHT-OF-WAY
	TITLE COMMITMENT SCHEDULE B-2 EXCEPTION ITEM
- - - - -	ACCESS DEED LINE
- - - - -	LIMITS OF E-470 AUTHORITY
- - - - -	FLOOD PLAIN LINE
	MEMORANDUM OF AGREEMENT AND LEASE REC NO. D2147993 REC NO. 532287 (ELBERT COUNTY RECORDS) OIL AND GAS LEASE (PAID UP) REC NO. D8070964 <i>(TC# 63) (TC# 75)</i>

### TOPOGRAPHIC LEGEND

	SANITARY MANHOLE		FENCE
	SANITARY UNDERGROUND		METAL POST
	RIPRAP		WOOD POST
	STORM BOX CULVERT		HANDICAP RAMP
	STORM LINE UNDERGROUND		SHORE LINE
	STORM INLET		RAILROAD TRACK
	STORM FES		CURB LIP OF GUTTER
	STORM MANHOLE		CURB TOP BACK
	STORM REINFORCED CONCRETE PIPE		FLOWLINE
	WATER FIRE HYDRANT		CURB TOP FACE
	WATER LINE MKR		SWALE FLOWLINE
	WATER LINE UNDERGROUND		LINEMARKING WHITE STRIPE DASHED
	WATER MANHOLE		LINEMARKING WHITE STRIPE SOLID
	WATER VALVE		LINEMARKING YELLOW STRIPE DASHED
	WATER STOPBOX		LINEMARKING YELLOW STRIPE SOLID
	ELECTRIC BREAKER BOX		BOLLARD
	ELECTRIC CABINET		DELINEATOR
	ELECTRIC MH		GUARD RAIL
	ELECTRIC METER		PARKING STALLS
	ELECTRIC MKR		SIGN
	ELECTRIC PEDESTAL		BRIDGE DECK
	ELECTRIC POLE		BUILDING
	ELECTRIC TRANSFORMER		STEPS
	ELECTRIC UNDERGROUND		STRUCTURE
	GUY WIRE		WALL
	LIGHT POLE		TANK
	ELECTRIC VAULT		PLANTER
	TELEPHONE LINE UNDERGROUND		PIPELINE
	TELEPHONE MKR		MISC
	TELEPHONE PEDESTAL		SIDEWALK
	FIBER OPTIC UNDERGROUND		CONCRETE
	FIBER OPTIC MKR		ASPHALT PAVEMENT
	FIBER OPTICS PEDESTAL		EDGE ROAD
	FIBER OPTIC MANHOLE		TRAIL
	FIBER OPTIC VAULT		STEPS
	GAS LINE UNDERGROUND		PARKING SPACE / HANDICAP PARKING
	GAS METER		
	GAS MKR POST		
	GAS VALVE		
	IRRIGATION CONTROL BOX		
	IRRIGATION SPRINKLER HEAD		
	IRRIGATION VALVE		
	IRRIGATION VAULT		
	CONDUIT		
	POTHOLE		
	UTILITY MISC VAULT		
	VENT PIPE		
	EX CONT-MJR		
	EX CONT-MNR		
	LANDSCAPE EDGE		
	BUSH EVERGREEN		
	BRUSHLINE		
	TREE CONIFER		
	TREE DECIDUOUS		
	TREELINE		

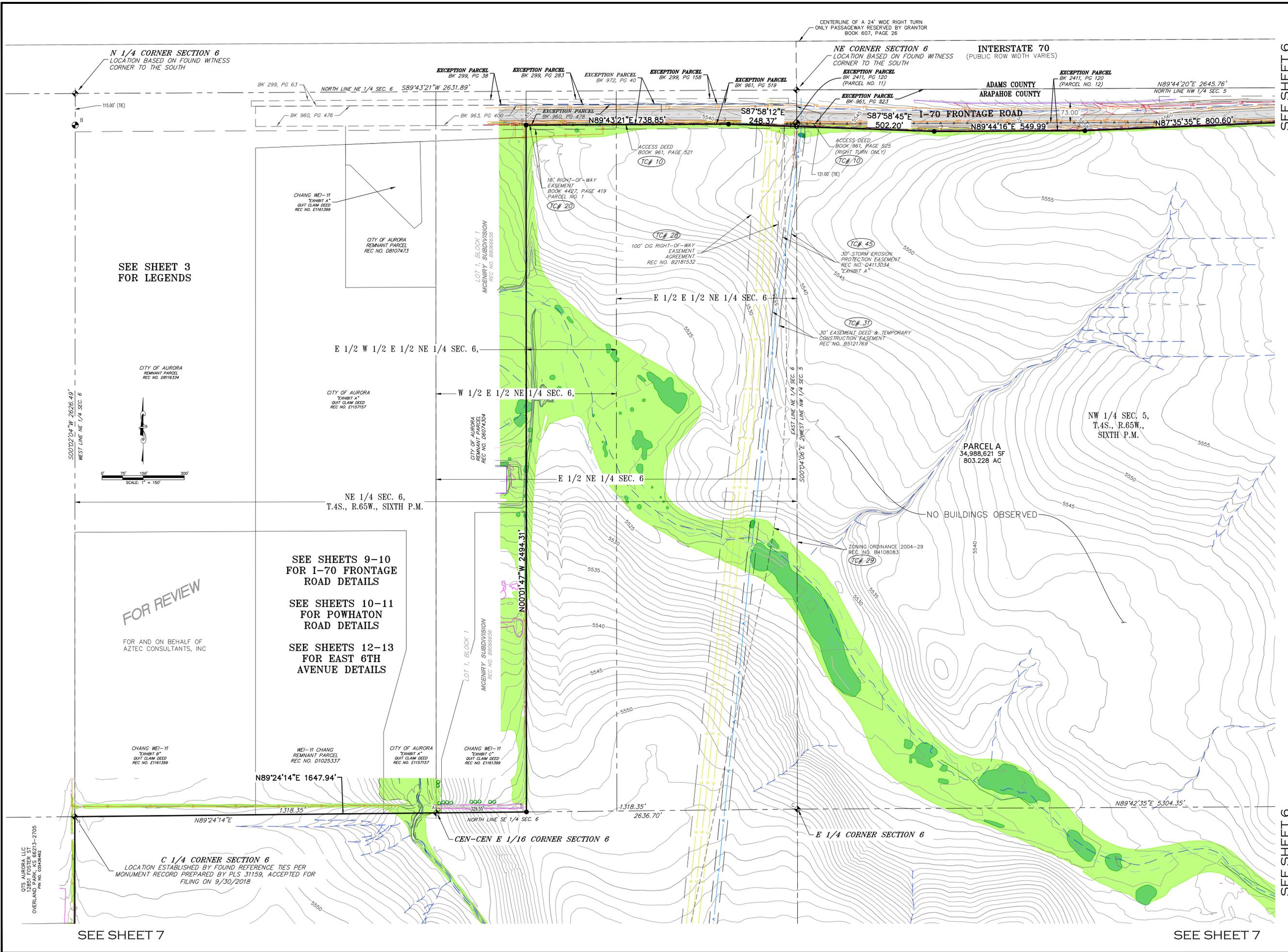
**TYPICAL**

SCALE	N/A	DOW	DED	BAM	DATE	REVISION DESCRIPTION
					2022-01-18	
<p><b>ALTA/NSPS LAND TITLE SURVEY</b>  <b>SEC. 4, SEC. 5 &amp; SEC. 6, T.4S., R.65W., 6TH P.M.</b>  <b>AURORA, COLORADO</b></p> <p style="font-size: small;">300 East Mineral Ave., Suite 1          Littleton, Colorado, 80122          Phone: (303) 713-1898          Fax: (303) 713-1897          www.aztecconsultants.com</p> <p style="font-size: x-large; font-weight: bold; text-align: center;">AZTEC</p> <p style="text-align: center;">CONSULTANTS, INC.</p>						
<p>PROPERTY RESERVE, INC.          61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502</p>						
<p>FOR REVIEW</p>						
<p>SHEET  <b>THREE</b></p>						
<p>OF 14 SHEETS</p>						
<p>173121-01          JOB NO.</p>						

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC





N 1/4 CORNER SECTION 6  
LOCATION BASED ON FOUND WITNESS  
CORNER TO THE SOUTH

CENTERLINE OF A 24' WIDE RIGHT TURN  
ONLY PASSAGEWAY RESERVED BY GRANTOR  
BOOK 607, PAGE 26

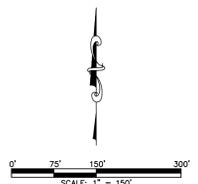
NE CORNER SECTION 6  
LOCATION BASED ON FOUND WITNESS  
CORNER TO THE SOUTH

INTERSTATE 70  
(PUBLIC ROW WIDTH VARIES)

ADAMS COUNTY  
ARAPAHOE COUNTY

SEE SHEET 3  
FOR LEGENDS

CITY OF AURORA  
REMANANT PARCEL  
REC NO. D816334



CHANG WEI-YI  
"EXHIBIT A"  
QUIT CLAIM DEED  
REC NO. E1161399

CITY OF AURORA  
REMANANT PARCEL  
REC NO. D8107473

E 1/2 W 1/2 E 1/2 NE 1/4 SEC. 6.

W 1/2 E 1/2 NE 1/4 SEC. 6.

NE 1/4 SEC. 6,  
T.4S., R.65W., SIXTH P.M.

SEE SHEETS 9-10  
FOR I-70 FRONTAGE  
ROAD DETAILS

SEE SHEETS 10-11  
FOR POWHATON  
ROAD DETAILS

SEE SHEETS 12-13  
FOR EAST 6TH  
AVENUE DETAILS

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

CHANG WEI-YI  
"EXHIBIT B"  
QUIT CLAIM DEED  
REC NO. E1161399

WEI-YI CHANG  
REMANANT PARCEL  
REC NO. D1025337

CITY OF AURORA  
"EXHIBIT A"  
QUIT CLAIM DEED  
REC NO. E1157157

CHANG WEI-YI  
"EXHIBIT C"  
QUIT CLAIM DEED  
REC NO. E1161399

N89°24'14"E 1647.94'

N89°24'14"E 1318.35'

CEN-CEN E 1/16 CORNER SECTION 6

E 1/4 CORNER SECTION 6

C 1/4 CORNER SECTION 6  
LOCATION ESTABLISHED BY FOUND REFERENCE TIES PER  
MONUMENT RECORD PREPARED BY PLS 31159, ACCEPTED FOR  
FILING ON 9/30/2018

SEE SHEET 7

SEE SHEET 7

SEE SHEET 6

SEE SHEET 6

SCALE	1" = 150'
DATE	2022-01-18
BY	
DATE	
REVISION DESCRIPTION	

300 East Mineral Ave., Suite 1  
Littleton, Colorado, 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY  
SEC. 4, SEC. 5 & SEC. 6, T.4S., R.65W., 6TH P.M.  
AURORA, COLORADO  
PREPARED FOR  
PROPERTY RESERVE, INC.  
61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

SHEET  
**FIVE**  
OF 14 SHEETS  
173121-01  
JOB NO.

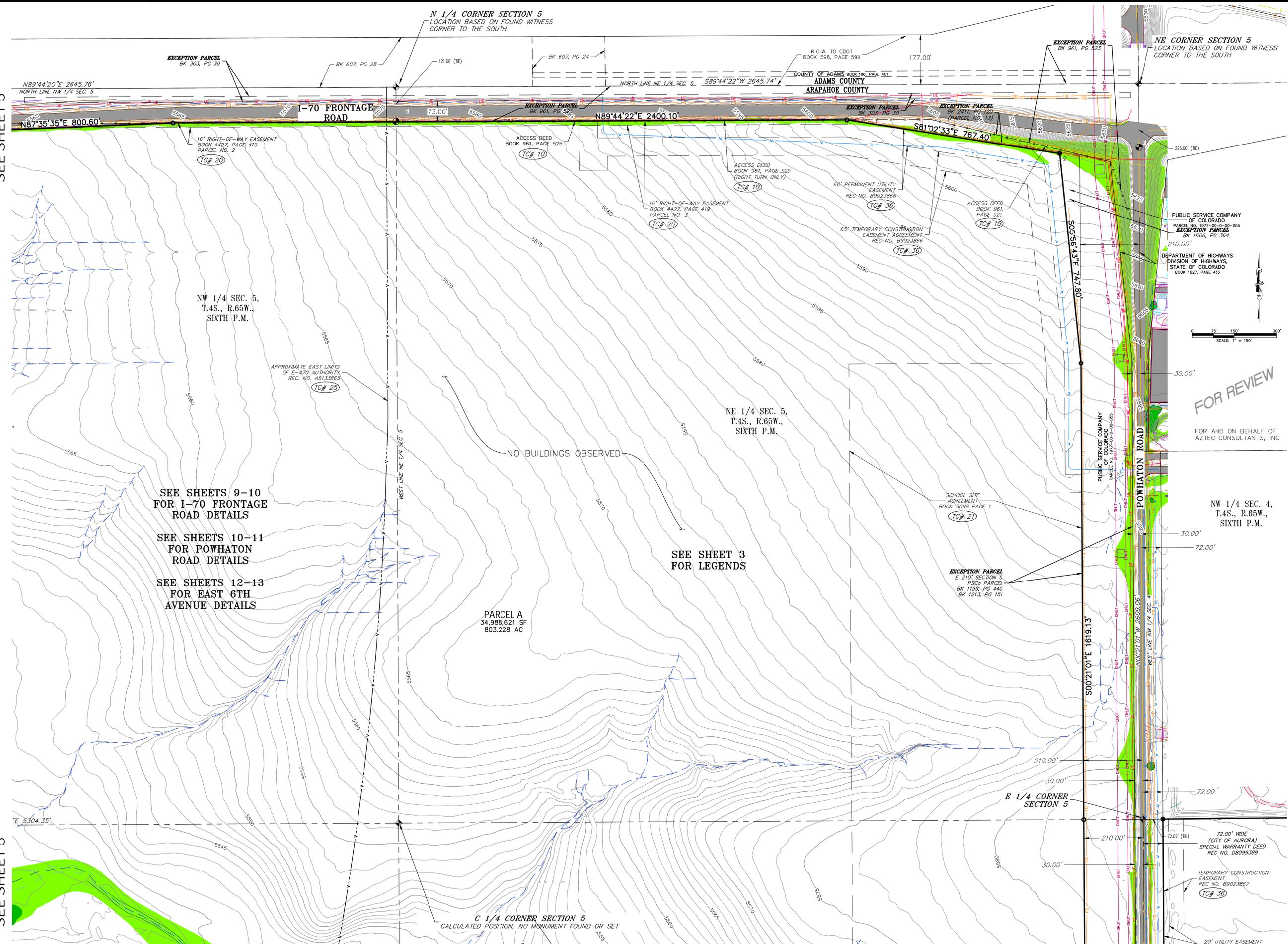
SEE SHEET 5

SEE SHEET 5

SEE SHEET 8

SEE SHEET 8

SEE SHEET 14



SEE SHEETS 9-10  
FOR I-70 FRONTAGE  
ROAD DETAILS

SEE SHEETS 10-11  
FOR POWHATON  
ROAD DETAILS

SEE SHEETS 12-13  
FOR EAST 6TH  
AVENUE DETAILS

SEE SHEET 3  
FOR LEGENDS

FOR REVIEW

FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.

SCALE	1" = 150'
DATE	2022-01-18
BY	
REVISION DESCRIPTION	
NO.	
DATE	
BY	
REVISION DESCRIPTION	

300 East Mineral Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY  
SEC. 4, SEC. 5 & SEC. 6, T.4S., R.65W., 6TH P.M.  
AURORA, COLORADO

PREPARED FOR  
PROPERTY RESERVE, INC.  
51 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

SHEET  
**SIX**  
OF 14 SHEETS

173121-01  
JOB NO.

FOR REVIEW

SEE SHEET 5

SEE SHEET 5

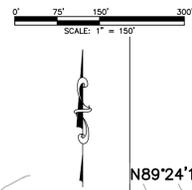
FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC

CHANG WEI-YI  
EXHIBIT A  
QUIT CLAIM DEED  
REC. NO. E1161399

WEI-YI CHANG  
REMNANT PARCEL  
REC. NO. D1025337

CITY OF AURORA  
EXHIBIT A  
QUIT CLAIM DEED  
REC. NO. E1151757

CHANG WEI-YI  
EXHIBIT C  
QUIT CLAIM DEED  
REC. NO. E1161399



N89°24'14"E 1647.94'

1318.35'

2636.70'

N89°42'35"E 5304.35'

SEE SHEET 3  
FOR LEGENDS

SEE SHEETS 9-10  
FOR I-70 FRONTAGE  
ROAD DETAILS

SEE SHEETS 10-11  
FOR POWHATON  
ROAD DETAILS

SEE SHEETS 12-13  
FOR EAST 6TH  
AVENUE DETAILS

SE 1/4 SEC. 6,  
T.4S., R.65W.,  
SIXTH P.M.

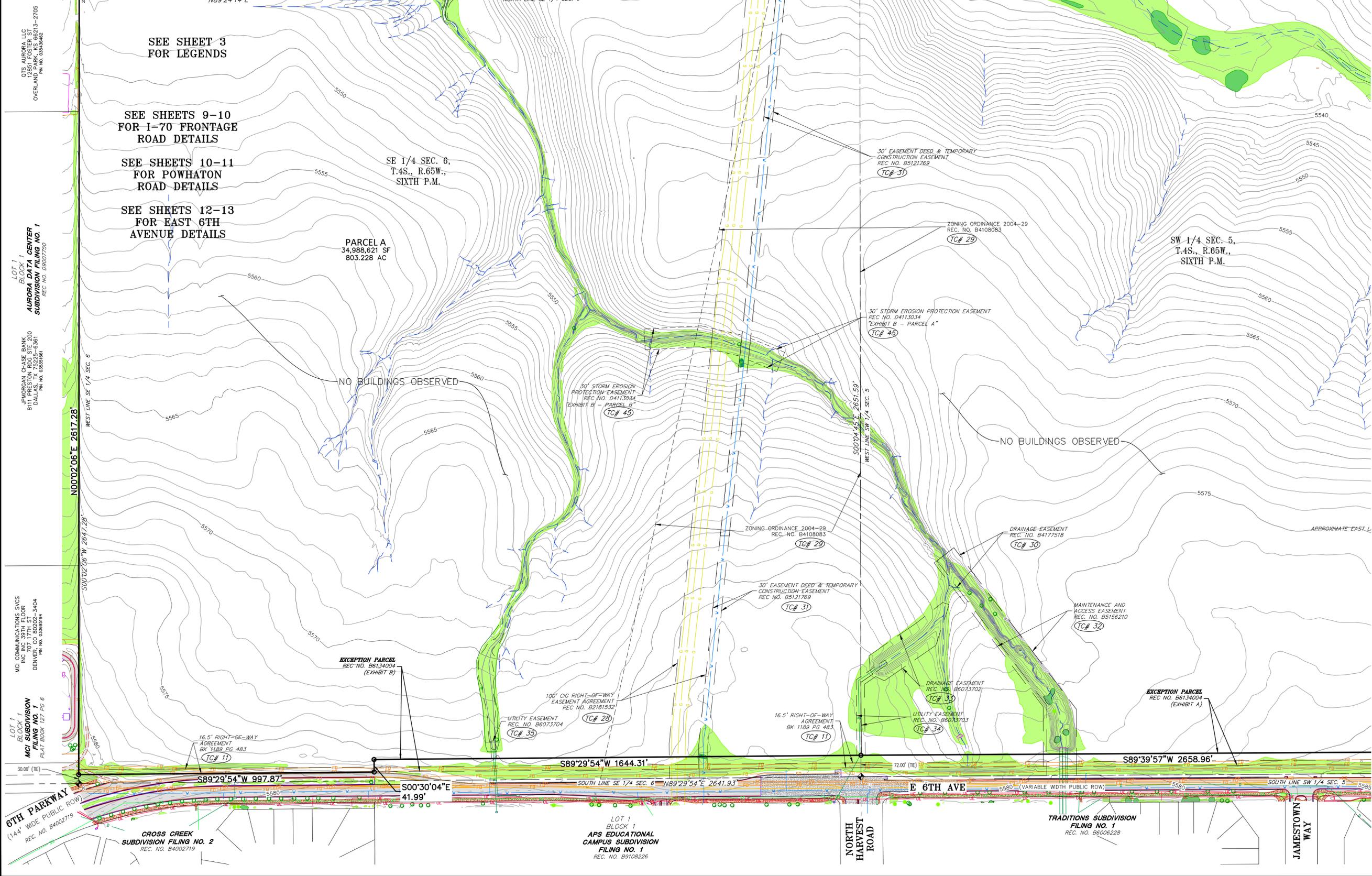
PARCEL A  
34,988,621 SF  
803.228 AC

NO BUILDINGS OBSERVED

NO BUILDINGS OBSERVED

EXCEPTION PARCEL  
REC. NO. B6134004  
(EXHIBIT B)

EXCEPTION PARCEL  
REC. NO. B6134004  
(EXHIBIT A)



6TH PARKWAY  
(144' WIDE PUBLIC ROW)  
REC. NO. B4002719

CROSS CREEK  
SUBDIVISION FILING NO. 2  
REC. NO. B4002719

LOT 1  
BLOCK 1  
APS EDUCATIONAL  
CAMPUS SUBDIVISION  
FILING NO. 1  
REC. NO. B9108226

NORTH  
HARVEST  
ROAD

TRADITIONS SUBDIVISION  
FILING NO. 1  
REC. NO. B6006228

JAMESTOWN  
WAY

SEE SHEET 8

SEE SHEET 8

SCALE  
1" = 150'

DATE  
2022-01-18

BY  
DATE

REVISION DESCRIPTION

300 East Mineral Ave., Suite 1  
Littleton, Colorado, 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

**AZTEC**  
CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY  
SEC. 4, SEC. 5 & SEC. 6, T.4S., R.65W., 6TH P.M.  
AURORA, COLORADO

PREPARED FOR  
PROPERTY RESERVE, INC.  
61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

SHEET  
**SEVEN**  
OF 14 SHEETS

173121-01  
JOB NO.

SEE SHEET 6

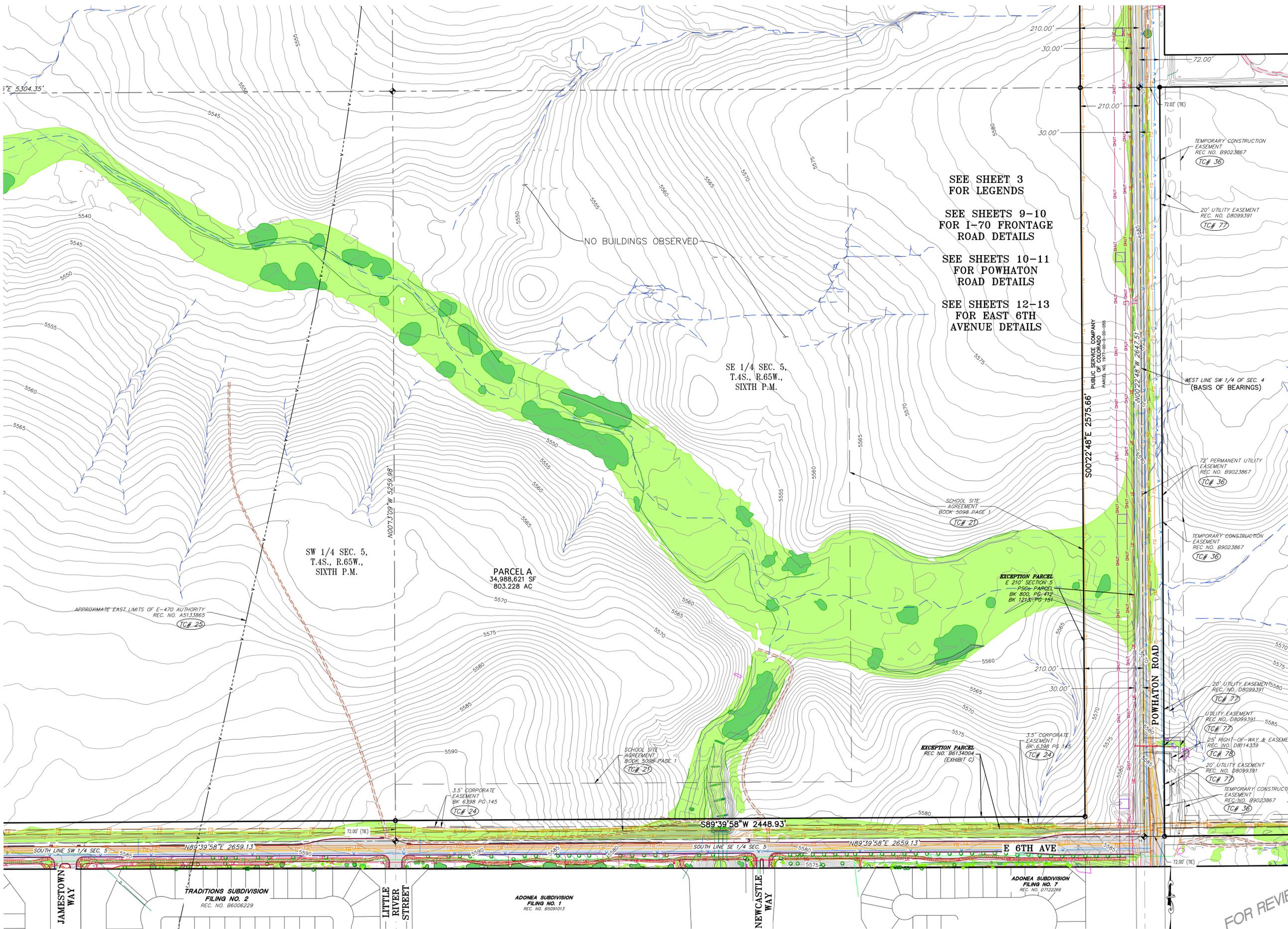
SEE SHEET 6

SEE SHEET 7

SEE SHEET 7

SEE SHEET 14

SEE SHEET 14



SEE SHEET 3  
FOR LEGENDS

SEE SHEETS 9-10  
FOR I-70 FRONTAGE  
ROAD DETAILS

SEE SHEETS 10-11  
FOR POWHATON  
ROAD DETAILS

SEE SHEETS 12-13  
FOR EAST 6TH  
AVENUE DETAILS

SE 1/4 SEC. 5,  
T.4S., R.65W.,  
SIXTH P.M.

SW 1/4 SEC. 5,  
T.4S., R.65W.,  
SIXTH P.M.

PARCEL A  
34,988,621 SF  
803.228 AC

APPROXIMATE EAST LIMITS OF E-470 AUTHORITY  
REC. NO. A5133865  
(TC# 25)

SCHOOL SITE AGREEMENT  
BOOK 5098-PAGE 1  
(TC# 21)

EXCEPTION PARCEL  
E 210' SECTION 5  
P500 PARCEL  
BK 800, PG. 412  
BK 1213, PG. 151

SCHOOL SITE AGREEMENT  
BOOK 5098-PAGE 1  
(TC# 21)

EXCEPTION PARCEL  
REC. NO. B6134004  
(EXHIBIT C)

3.5' CORPORATE  
EASEMENT  
BK 6398 PG. 145  
(TC# 24)

20' UTILITY EASEMENTS  
REC. NO. D8099391  
(TC# 77)

UTILITY EASEMENT  
REC. NO. D8099391  
(TC# 77)

25' RIGHT-OF-WAY & EASEMENT  
REC. NO. DB114339  
(TC# 78)

20' UTILITY EASEMENT  
REC. NO. D8099391  
(TC# 77)

TEMPORARY CONSTRUCTION  
EASEMENT  
REC. NO. B9023867  
(TC# 36)

TEMPORARY CONSTRUCTION  
EASEMENT  
REC. NO. B9023867  
(TC# 36)

20' UTILITY EASEMENT  
REC. NO. D8099391  
(TC# 77)

72' PERMANENT UTILITY  
EASEMENT  
REC. NO. B9023867  
(TC# 36)

TEMPORARY CONSTRUCTION  
EASEMENT  
REC. NO. B9023867  
(TC# 36)

20' UTILITY EASEMENTS  
REC. NO. D8099391  
(TC# 77)

UTILITY EASEMENT  
REC. NO. D8099391  
(TC# 77)

25' RIGHT-OF-WAY & EASEMENT  
REC. NO. DB114339  
(TC# 78)

20' UTILITY EASEMENT  
REC. NO. D8099391  
(TC# 77)

TEMPORARY CONSTRUCTION  
EASEMENT  
REC. NO. B9023867  
(TC# 36)

WEST LINE SW 1/4 OF SEC. 4  
(BASIS OF BEARINGS)

PUBLIC SERVICE COMPANY  
PARCEL NO. 001700-0055

S00°22'48"E 2575.66'

N07°39'58"E 2659.13'

S89°39'58"W 2448.93'

N07°39'58"E 2659.13'

S00°22'48"W 2642.51'

JAMESTOWN WAY

TRADITIONS SUBDIVISION  
FILING NO. 2  
REC. NO. B6006229

LITTLE RIVER STREET

ADONEA SUBDIVISION  
FILING NO. 1  
REC. NO. B5091013

NEWCASTLE WAY

ADONEA SUBDIVISION  
FILING NO. 2  
REC. NO. D7122266



FOR AND ON BEHALF OF  
AZTEC CONSULTANTS, INC.

NO.	DATE	BY	REVISION DESCRIPTION

SCALE  
1" = 150'

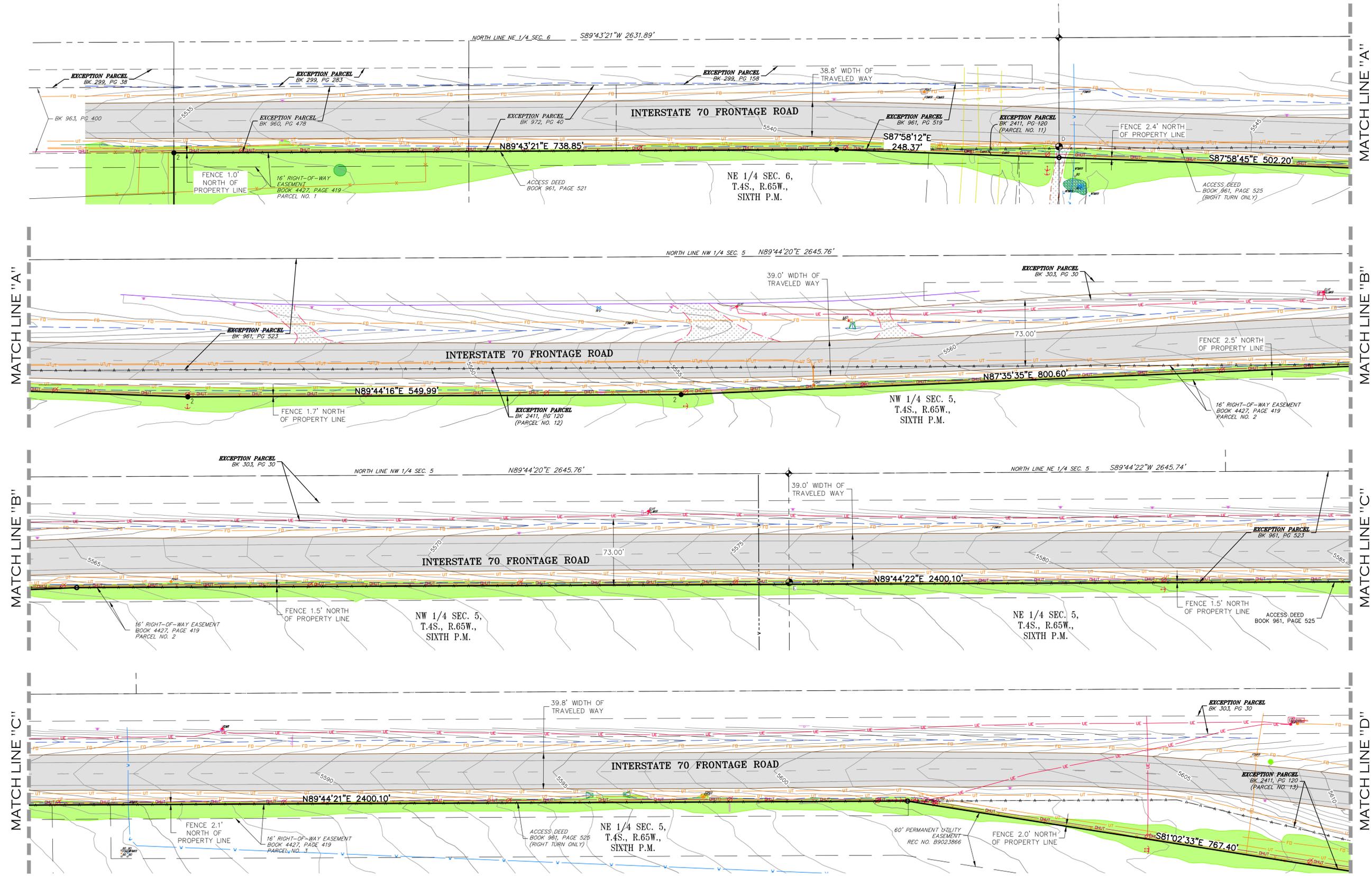
300 East Mineral Ave, Suite 1  
Littleton, Colorado, 80122  
Phone: (303) 713-1898  
Fax: (303) 713-1897  
www.aztecconsultants.com

**AZTEC**  
CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY  
SEC. 4, SEC. 5 & SEC. 6, T.4S., R.65W., 6TH P.M.  
AURORA, COLORADO

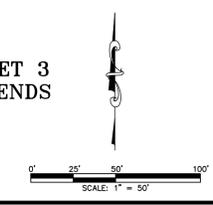
PREPARED FOR  
PROPERTY RESERVE, INC.  
61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

FOR REVIEW



SEE SHEETS 5-6  
FOR I-70 FRONTAGE  
ROAD OVERALL

SEE SHEET 3  
FOR LEGENDS



FOR REVIEW

SCALE 1" = 50'	DATE 2022-01-18	BY	REVISION DESCRIPTION
DOW	DED	DATE	DATE
DRA	BAM	DATE	DATE

**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1  
 Littleton, Colorado, 80122  
 Phone: (303) 713-1898  
 Fax: (303) 713-1897  
 www.aztecconsultants.com

---

**ALTA/NSPS LAND TITLE SURVEY**  
**SEC. 4, SEC. 5 & SEC. 6, T.4S., R.65W., 6TH P.M.**  
**AURORA, COLORADO**

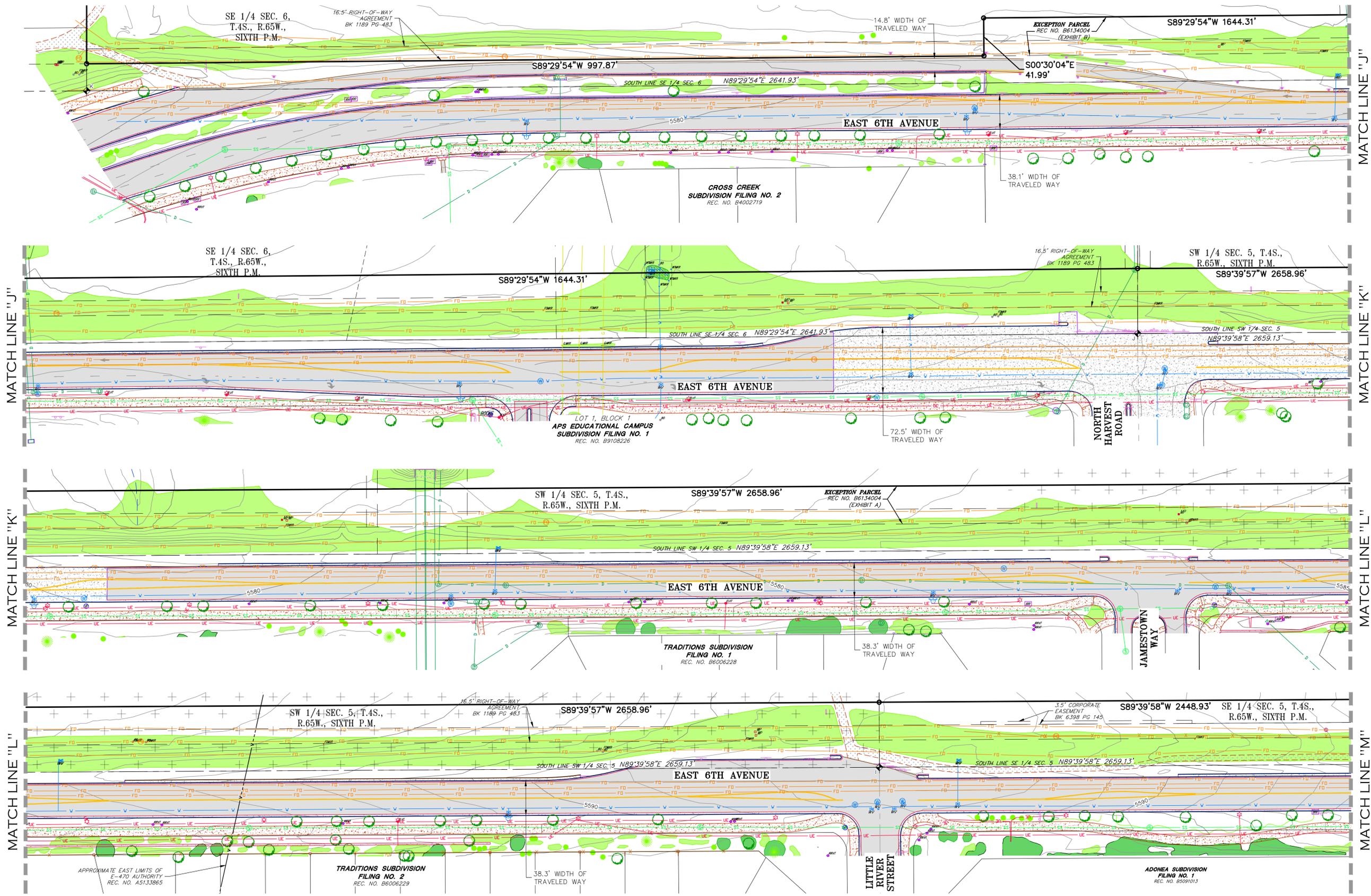
PREPARED FOR  
 PROPERTY RESERVE, INC.  
 61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

---

SHEET  
**NINE**  
 OF 14 SHEETS  
 173121-01  
 JOB NO.







SCALE	1" = 50'
DATE	2022-01-18
BY	
REVISION DESCRIPTION	

300 East Mineral Ave., Suite 1  
 Littleton, Colorado, 80122  
 Phone: (303) 713-1898  
 Fax: (303) 713-1897  
 www.aztecconsultants.com

**AZTEC**  
 CONSULTANTS, INC.

ALTA/NSPS LAND TITLE SURVEY  
 SEC. 4, SEC. 5 & SEC. 6, T.4S., R.65W., 6TH P.M.  
 AURORA, COLORADO

PREPARED FOR  
 PROPERTY RESERVE, INC.  
 61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502

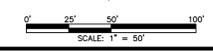
SHEET  
**TWELVE**  
 OF 14 SHEETS

173121-01  
 JOB NO.

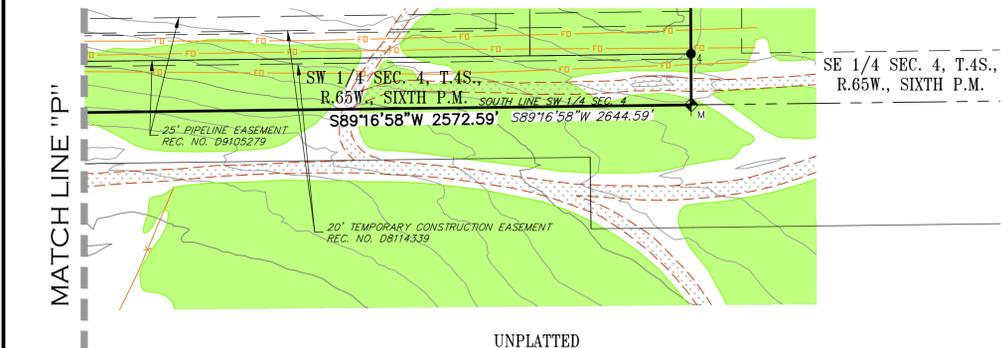
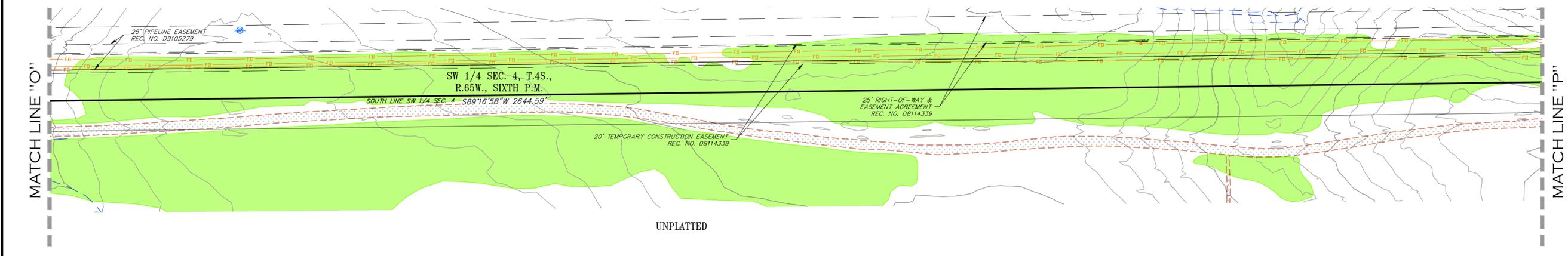
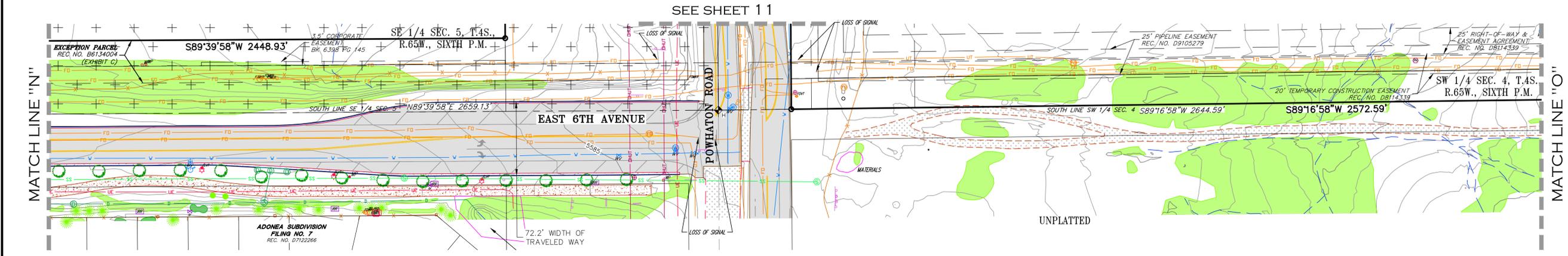
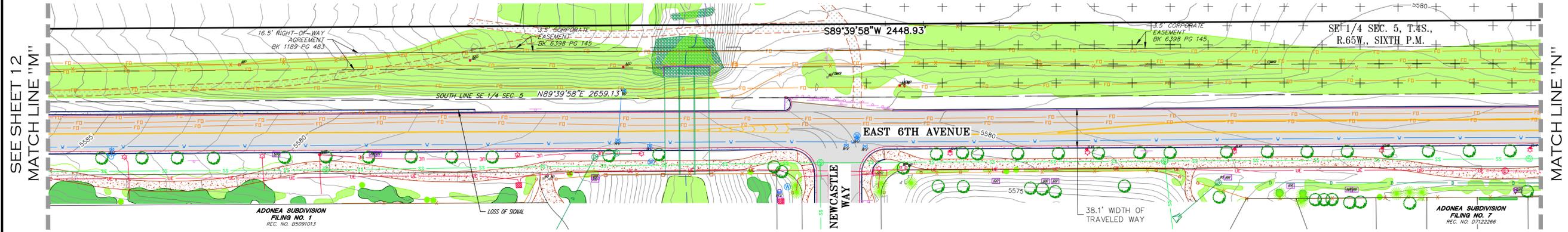
SEE SHEETS 5, 7 & 14  
 FOR EAST 6TH  
 AVENUE OVERALL

SEE SHEET 3  
 FOR LEGENDS

FOR REVIEW



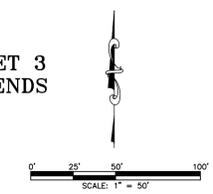
FOR AND ON BEHALF OF  
 AZTEC CONSULTANTS, INC.



SEE SHEETS 6, 8 & 14  
FOR POWHATON  
ROAD OVERALL

SEE SHEETS 5, 7 & 14  
FOR EAST 6TH  
AVENUE OVERALL

SEE SHEET 3  
FOR LEGENDS



FOR REVIEW

SCALE 1" = 50'		DATE 2022-01-18	
BY	DATE	REVISION DESCRIPTION	
			
ALTA/NSPS LAND TITLE SURVEY SEC. 4, SEC. 5 & SEC. 6, T.4S., R.65W., 6TH P.M. AURORA, COLORADO PREPARED FOR PROPERTY RESERVE, INC. 61 S. MAIN STREET, SUITE 301 SALT LAKE CITY, UT 84111-7502			
SHEET <b>THIRTEEN</b>		OF 14 SHEETS	
JOB NO. 173121-01		FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.	





*First American*

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-1-SLC1

## 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 EXTRACTIONAL 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## 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; and
- (f) Schedule B, Part II—Exceptions.

### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**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>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-1-SLC1

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company National  
Commercial Services  
Commitment No.: NCS-1095896-1-SLC1  
Property Address: Vacant Land, , CO  
Revision No.:

Issuing Office: 215 South State Street, Ste. 380, Salt  
Lake City, UT 84111  
Phone Number: (801)536-3100  
Issuing Office File No.: NCS-1095896-1-SLC1

### SCHEDULE A

1. Commitment Date: April 01, 2024 at 5:00 PM
2. Policy or Policies to be issued: None, See Schedule B, Part I
  - (a)  ALTA® Owner's Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
  - (b)  ALTA® Loan Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
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:  
  
Property Reserve, Inc., a Utah corporation
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-1-SLC1

# Exhibit A

Commitment No.: NCS-1095896-1-SLC1

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

A tract of land located in Section 33, Township 3 South, Range 65 West of the 6th P.M., County of Adams, State of Colorado, being more particularly described as follows:

The West 1/2, Except the West 210 feet of said Section 33 described in Deed to the Public Service Company of Colorado recorded in Book 800 at Page 412, and Except the following part conveyed to the Department of Highways, State of Colorado, by Deed recorded in Book 603 at Page 149;

Beginning at the South 1/4 corner of said Section 33;  
Thence North, a distance of 177.0 feet along the East line of the Southwest 1/4 of said Section 33;  
Thence North 39°50' West, 1883.2 feet;  
Thence North 77°03' West, 677.8 feet;  
Thence North 25°17' West, 166.1 feet;  
Thence North 89°50' West, 30.0 feet to the West line of said Section 33;  
Thence South, 477.0 feet to the Southwest corner of said Section 33;  
Thence South 89°50' East, 2644.7 feet, more or less, to the Point of Beginning,

Subject to the rights of way of the Union Pacific Railroad Company.

and

Subject to the right of way of East 26th Avenue.

County of Adams,  
State of Colorado.

For informational purposes only: APN: 018190000072

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-1-SLC1

Commitment No.: NCS-1095896-1-SLC1

## SCHEDULE B, PART I

### Requirements

#### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

## Schedule BI & BII (Cont.)

### ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-1-SLC1

Commitment No.: NCS-1095896-1-SLC1

### SCHEDULE B, PART II

#### Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims of title to water, in, on or under the Land.
7. Any existing leases or tenancies.
8. Reservations made by the Union Pacific Railway Company in Deed recorded August 2, 1883 in Book A7 at Page 311, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

Deed in connection therewith recorded February 6, 2020 at Reception No. 2020000011990.

9. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way and Easement Agreement recorded August 19, 1947 in Book 342 at Page 313.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Amendment and Partial Release in connection therewith recorded May 29, 1974 in Book 1932 at Page 995.

Right of way and Easement Agreement in connection therewith recorded October 6, 2006 at Reception No. 2006000985463.

10. Terms, conditions, provisions, obligations, reservations and agreements as set forth in the Deed recorded May 23, 1974 in Book 1932 at Page 301.
11. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Pipeline Easement Agreement recorded June 4, 1974 in Book 1933 at Page 966.
12. Terms, conditions, provisions, obligations and agreements as set forth in the Personal Representative's Deed recorded June 10, 1981 in Book 2560 at Page 989.
13. Terms, conditions, provisions, obligations and agreements as set forth in the School Site Agreement recorded April 2, 1987 in Book 5098 at Page 1.
14. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 86-193 recorded April 20, 1987 in Book 3304 at Page 927.

Annexation Plat in connection therewith recorded April 20, 1987 at Reception No. B734242.

15. Terms, conditions, provisions, obligations and agreements as set forth in the Ordinance No. 86-194 recorded April 20, 1987 in Book 3304 at Page 930.

Annexation Plat in connection therewith recorded April 20, 1987 at Reception No. B734244.

16. Terms, conditions, provisions, obligations and agreements as set forth in the General Development Plan recorded May 20, 1987 at Reception No. B742214.
17. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement recorded July 20, 1987 in Book 3345 at Page 115 and recorded June 29, 1987 in Book 5191 at Page 678 (Arapahoe County Records).
18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Easement recorded December 11, 1991 in Book 3845 at Page 201.
19. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Assignment, Bill of Sale and Conveyance recorded June 23, 1993 in Book 4096 at Page 33.
20. Terms, conditions, provisions, obligations, easements and agreements as set forth in the License Agreement recorded August 16, 1993 in Book 4130 at Page 815.
21. Terms, conditions, provisions, obligations and agreements as set forth in the Zoning Hearing Decision Case #119-93-C recorded December 17, 1993 in Book 4218 at Page 148.
22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the License Agreement recorded September 12, 1995 in Book 4586 at Page 281.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

23. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution of the Board of Directors of the E-470 Public Highway Authority recorded December 19, 1995 in Book 4646 at Page 975.
24. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded September 5, 1996 in Book 4831 at Page 78.
25. Terms, conditions, provisions, obligations, easements and agreements as set forth in the License Agreement recorded September 16, 1999 in Book 5892 at Page 674.
26. Terms, conditions, provisions, obligations and agreements as set forth in the Order for Possession recorded January 29, 2004 at Reception No. C1271164.
27. Terms, conditions, provisions, obligations, easements and agreements as set forth in the recorded May 10, 2004 at Reception No. 20040510000336090.
28. Oil and Gas Lease recorded September 29, 2010 at Reception No. 20100000065344 and re-recorded February 7, 2012 at Reception No. 2012000008633, and any and all assignments thereof or interests therein.
29. Mineral rights as conveyed by Mineral Deed Conveyance Assignment and Bill of Sale recorded December 3, 2014 at Reception No. 2014000084716, and any and all assignments thereof or interests therein.
30. Oil and Gas Lease recorded August 1, 2016 at Reception No. 2016000061974 and recorded August 1, 2016 at Reception No. D6083412 (Arapahoe County Records), and any and all assignments thereof or interests therein.
31. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement recorded August 3, 2016 at Reception No. 2016000062621 and recorded August 2, 2016 at Reception No. D6084053 (Arapahoe County Records).  
  
Amendment and Ratification of Surface Use Agreement in connection therewith recorded January 3, 2018 at Reception No. 2018000000872, Second Amendment recorded October 23, 2018 at Reception No. 2018000085886, Third Amendment recorded September 26, 2023 at Reception No. 2023000054718.
32. Oil and Gas Lease recorded August 6, 2019 at Reception No. 2019000062998, and any and all assignments thereof or interests therein.
33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Facilities Easement Agreement recorded January 23, 2020 at Reception No. 2020000007760.
34. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded September 1, 2020 at Reception No. 2020000085783.
35. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Master License Agreement recorded February 3, 2021 at Reception No. 2021000012948.
36. Mustang Connect Pipeline Site Plan recorded May 18, 2021 at Reception No. 2021000060497.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

37. Terms, conditions, provisions, obligations and agreements as set forth in the Colorado Ground Water Commission Findings and Order recorded August 26, 2021 at Reception No. 2021000102176.
38. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Connection, Dedication and Transportation Agreement recorded April 12, 2022 at Reception No. 2022000031943.
39. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution 2023-142 recorded June 8, 2023 at Reception No. 2023000032315.
40. Lis Pendens by City of Aurora, Colorado, a municipal corporation and home rule city of the Counties of Adams, Arapahoe, and Douglas as Plaintiff, against Property Reserve, Inc; Colorado Natural Gas, Inc; Nusatar Logistic, L.P.; Public Service Company of Colorado; Wes DJ Gathering LLC; ARB Midstream, LLC; Crestone Peak Resources Watkins Midstream LLC; Qwest Corporation; ConocoPhillips Company; and Alex Vilagran Treasurer Adams County, as defendant, filed in the District Court of Adams County, as Civil Action Number 2023CV31015, as evidenced by an instrument recorded July 19, 2023 at Reception No. 2023000041141.

Order granting Immediate Possession in connection therewith recorded September 20, 2023 at Reception No. 2023000053597.

Order Re Stipulated Motion for Dismissal of Wes DJ Gathering LLC in connection therewith recorded January 5, 2024 at Reception No. 2024000000917.

41. Rights of way for East 26th Avenue and Union Pacific Railroad Company as currently established and used.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## DISCLOSURE STATEMENT

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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

**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.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

- 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

# Commitment

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-SLC1

## 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 EXTRACTIONAL 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### FIRST AMERICAN TITLE INSURANCE COMPANY

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## 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; and
- (f) Schedule B, Part II—Exceptions.

### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

**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>.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

# Schedule A

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-SLC1

***Transaction Identification Data for reference only:***

Issuing Agent: First American Title Insurance Company National Commercial Services  
Commitment No.: NCS-1095896-SLC1  
Property Address: 6 Parcels of Vacant Land, , CO  
Revision No.: 1

Issuing Office: 215 South State Street, Ste. 380, Salt Lake City, UT 84111  
Phone Number: (801)536-3100  
Issuing Office File No.: NCS-1095896-SLC1

### SCHEDULE A

1. Commitment Date: March 28, 2024 at 5:00 PM
2. Policy or Policies to be issued: None, See Schedule B, Part I
  - (a)  ALTA® Owner's Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
  - (b)  ALTA® Loan Policy (6-17-06)  
Proposed Insured:  
Proposed Policy Amount: \$
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:  
  
Property Reserve, Inc., a Utah corporation
5. The Land is described as follows:

**See Exhibit "A" attached hereto and made a part hereof**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

**ALTA Commitment for Title Insurance**

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-SLC1

**Exhibit A**

Commitment No.: NCS-1095896-SLC1

The Land referred to herein below is situated in the County of Arapahoe, State of Colorado, and is described as follows:

The following described tracts of land, all being located in Township 4 South, Range 65 West of the Sixth Principal Meridian:

Section 4: The Southwest Quarter, EXCEPT that part thereof described in Dedication Deed to The City of Aurora, recorded September 18, 2006 at Reception No. D8099389.

Section 5: All; EXCEPT that part thereof described in Deed to Arapahoe County recorded July 7, 1930 in Book 303 at Page 30; and EXCEPT that part thereof described in Deed to the Department of Highways, State of Colorado, recorded April 9, 1956 in Book 961 at Page 523; and EXCEPT the East 210 feet of said Section 5, as described in Deed to Public Service Company of Colorado recorded July 11, 1960 in Book 1199 at Page 440 and re-recorded September 12, 1960 in Book 1213 at Page 151; and EXCEPT the following described part of the East One Half of the Northeast Quarter conveyed to Public Service Company of Colorado by Deed recorded July 12, 1965 in Book 1606 at Page 364, to wit: Beginning at a point on the South line of State Highway No. 8 from which the Northeast corner of said Section 5 bears North 53°34'45" East, a distance of 355.4 feet; thence South 04°45' East, 761.8 feet; thence North 0°45' East, 741.9 feet to the South line of State Highway No. 8; thence North 76°33'30" West along said South line, 75 feet, more or less, to the Point of Beginning; and EXCEPT that part described in Deed to the Department of Highways, State of Colorado recorded January 16, 1976 in Book 2411 at Page 120; and EXCEPT that part thereof described in Dedication Deed to The City of Aurora, recorded September 18, 2006 at Reception No. B6134004.

Section 6: The East One Half of the East One Half of the Northeast Quarter and the East One Half of the West One Half of the East One Half of the Northeast Quarter and the Southeast Quarter; EXCEPT those parts thereof described in Deed to Arapahoe County recorded April 18, 1930 in Book 299 at Page 38, May 2, 1930 in Book 299 at Page 158 and May 10, 1930 in Book 299 at Page 283; and EXCEPT that part thereof described in Deed to the Department of Highways, State of Colorado recorded March 30, 1956 in Book 960, Page 478; and EXCEPT that part thereof described in Deed to the Department of Highways, State of Colorado recorded April 9, 1956 in Book 961 at Page 519; and EXCEPT that part thereof described in Deed to The Department of Highways, State of Colorado, recorded June 15, 1956 in Book 972, Page 40; and EXCEPT that part thereof described in Deed to the Department of Highways, State of Colorado recorded on January 16, 1976 in Book 2411 at Page 120; and EXCEPT that part thereof described in Dedication Deed to The City of Aurora, recorded September 18, 2006 at Reception No. B6134004,

County of Arapahoe,  
State of Colorado.

For informational purposes only: APN's: 1977-00-0-00-452, 1977-00-0-00-059, 1977-00-0-00-096, 1977-00-0-00-334, 1977-00-0-00-335, 1977-00-0-00-336

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

# Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-SLC1

Commitment No.: NCS-1095896-SLC1

## SCHEDULE B, PART I

### Requirements

#### LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



*First American*

## Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

File No: NCS-1095896-SLC1

Commitment No.: NCS-1095896-SLC1

### SCHEDULE B, PART II

#### Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Any water rights, claims of title to water, in, on or under the Land.
7. Any existing leases or tenancies.
8. Reservations made by the Union Pacific Railway Company in Patent No. 39, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

Deed in connection therewith recorded February 6, 2020 at Reception No. 2020000011990 (Adams County Records).

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

9. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent Numbers 6262 and 6339 and 4709.
10. Each and every access to and from any part of the right-of-way for State Highway No. 8 (now known as Interstate 70) as conveyed by Access Deeds, recorded April 9, 1956 in Book 961 at Page 521 and Book 961 at Page 525
11. An easement for communication system or facilities and incidental purposes granted to Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded May 13, 1960 in Book 1189 at Page 483.
12. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Aurora Hospital District, as evidenced by instrument recorded June 28, 1962 in Book 1351 at Page 259.
13. Any tax, lien, fee or assessment by reason of inclusion of subject property in the West Arapahoe Soil Conservation District, as evidenced by instrument recorded September 27, 1962 in Book 1374 at Page 547.
14. Terms, conditions, provisions, obligations and agreements as set forth in the Notice Setting Forth Description of Area of Arapahoe County, Colorado Subject To Building Code recorded October 7, 1963 at Reception No. 880751.
15. This item has been intentionally deleted.
16. Mineral rights as conveyed by Quitclaim Deed recorded April 16, 1971 in Book 1920 at Page 247, and any and all assignments thereof or interests therein.  
  
Release and Quitclaim Deed in connection therewith recorded November 23, 1998 at Reception No. A8189797.  
  
Requests for Notification of Surface Development in connection therewith recorded May 16, 2002 at Reception No.s B2090869 and B2090870.
17. Mineral rights as conveyed by Mineral Deed recorded January 14, 1976 in Book 2410 at Page 77, and any and all assignments thereof or interests therein.
18. Oil and Gas Lease recorded January 22, 1976 in Book 2412 at Page 347, and any and all assignments thereof or interests therein.
19. Reservation of a one-fourth interest in oil, gas and other minerals as reserved in Personal Representatives Deed recorded June 17, 1981 in Book 3432 at Page 577, and any and all assignments thereof or interests therein.
20. An easement for communication and incidental purposes granted to Mountain States Telephone and Telegraph Company, as set forth in an instrument recorded April 30, 1985 in Book 4427 at Page 419.
21. Terms, conditions, provisions, obligations and agreements as set forth in the School Site Agreement recorded April 2, 1987 in Book 5098 at Page 1.
22. Ordinance 86-189, 86-190, 86-191, 86-196 and 86-197, for annexation, recorded April 21, 1987 in Book 5120 at Page 185 and in Book 5120 at Page 190 and in Book 5120 at Page 195.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

23. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreements recorded June 29, 1987 in Book 5191 at Page 627 and in Book 5191 at Page 678.
24. An easement for telecommunication facilities and incidental purposes granted to U S West Communications, Inc., as set forth in an instrument recorded March 6, 1992 in Book 6398 at Page 145.
25. Terms, conditions, provisions, obligations and agreements as set forth in the Amendment To Certificate Of Organization For The E-470 Public Highway Authority recorded December 19, 1995 at Reception No. A5133865.
26. Ordinance No. 2001-52, for Zoning, recorded September 25, 2001 at Reception No. B1162907.
27. Terms, conditions, provisions, obligations and agreements as set forth in the Water Quit Claim Deed recorded August 19, 2002 at Reception No. B2151509.
28. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Colorado Interstate Gas Company Right of Way and Easement Agreement recorded September 27, 2002 at Reception No. B2181532.
29. Ordinance No. 2004-29, for Zoning, recorded June 15, 2004 at Reception No. B4108083.
30. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage Easement recorded October 7, 2004 at Reception No. B4177518.
31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Deed and Temporary Construction Easement recorded August 16, 2005 at Reception No. B5121769.
32. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Maintenance and Access Easement recorded October 17, 2005 at Reception No. B5156210.
33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Drainage Easement recorded May 15, 2006 at Reception No. B6073702.
34. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded May 15, 2006 at Reception No. B6073703.
35. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Utility Easement recorded May 15, 2006 at Reception No. B6073704.
36. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Utility and Temporary Construction Easement Agreements recorded March 10, 2009 at Reception No.s B9023866 and B9023867.
37. Oil and Gas Lease recorded October 5, 2010 at Reception No. D0100090, and any and all assignments thereof or interests therein.
38. Oil and Gas Lease recorded October 5, 2010 at Reception No. D0100091, and any and all assignments thereof or interests therein.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

39. Oil and Gas Lease recorded October 5, 2010 at Reception No. D0100092, and any and all assignments thereof or interests therein.
40. Oil and Gas Lease recorded October 5, 2010 at Reception No. D0100093, and any and all assignments thereof or interests therein.
41. Oil and Gas Lease recorded October 6, 2010 at Reception No. D0100855, and any and all assignments thereof or interests therein.
42. Oil and Gas Lease recorded May 10 2011 at Reception No. D1044510, and any and all assignments thereof or interests therein.

Surface Use Agreement in connection therewith recorded August 2, 2016 at Reception No. D6084053.

Third Amendment and Ratification of Surface Use Agreement in connection therewith recorded September 26, 2023 at Reception No. E3066227.

43. Mineral rights as conveyed by Mineral Deeds recorded August 18, 1982 at Book 3682 at Page 231 and re-recorded January 24, 1983 in Book 3781 at Page 436 and recorded November 21, 2002 at Reception No. B2222622, and recorded June 6, 2007 at Reception No. B7071845, and recorded May 16, 2014 at Reception No. D4041072 and recorded may 16, 2014 at Reception No. D4041073, and recorded October 1, 2018 at Reception No. D8097430, and any and all assignments thereof or interests therein.
44. Terms, conditions, provisions, obligations and agreements as set forth in the Application before the Oil & Gas Conservation Commission recorded September 2, 2011 at Reception No. D1084755.
45. An easement for storm erosion protection and incidental purposes granted to East Creek Valley Water and Sanitation District, as set forth in an instrument recorded December 2, 2014 at Reception No. D4113034.
46. Oil and Gas Lease recorded December 9, 2014 at Reception No. D4115383, and any and all assignments thereof or interests therein.
47. Oil and Gas Lease recorded December 11, 2014 at Reception No. D4116174, and any and all assignments thereof or interests therein.
48. Oil and Gas Lease recorded December 11, 2014 at Reception No. D4116175, and any and all assignments thereof or interests therein.
49. Oil and Gas Lease recorded December 11, 2014 at Reception No. D4116176, and any and all assignments thereof or interests therein.
50. Oil and Gas Lease recorded December 22, 2014 at Reception No. D4119489, and any and all assignments thereof or interests therein.
51. Oil and Gas Lease recorded December 24, 2014 at Reception No. D4120634, and any and all assignments thereof or interests therein.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

52. Oil and Gas Lease recorded April 8, 2015 at Reception No. D5034437, and any and all assignments thereof or interests therein.
53. Oil and Gas Lease recorded August 1, 2016 at Reception No. D6083412, and any and all assignments thereof or interests therein.
54. Oil and Gas Lease recorded September 17, 2018 at Reception No. D8092161, and any and all assignments thereof or interests therein.
55. Oil and Gas Lease recorded October 1, 2018 at Reception No. D8097431, and any and all assignments thereof or interests therein.
56. Oil and Gas Lease recorded August 1, 2016 at Reception No. 2016000061974 (Adams County Records), and any and all assignments thereof or interests therein.
57. Oil and Gas Lease recorded February 7, 2012 at Reception No. 2012000008633 (Adams County Records), and any and all assignments thereof or interests therein.
58. Oil and Gas Lease recorded February 7, 2012 at Reception No. 2012000008842 (Adams County Records), and any and all assignments thereof or interests therein.
59. Oil and Gas Lease recorded February 7, 2012 at Reception No. 2012000008843 (Adams County Records), and any and all assignments thereof or interests therein.
60. Oil and Gas Lease recorded February 7, 2012 at Reception No. 2012000008845 (Adams County Records), and any and all assignments thereof or interests therein.
61. Oil and Gas Lease recorded February 7, 2012 at Reception No. 2012000008847 (Adams County Records), and any and all assignments thereof or interests therein.
62. Oil and Gas Lease recorded February 16, 2012 at Reception No. 2012000010867 (Adams County Records), and any and all assignments thereof or interests therein.
63. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Development Agreement recorded September 9, 2011 at Reception No. D1086658.
64. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement and Lease recorded December 21, 2012 at Reception No. D2147993, and recorded December 20, 2012 at Reception No. 532287 (Elbert County Records).
65. Terms, conditions, provisions, obligations and agreements as set forth in the Findings of Fact, Conclusions of Law and Decree recorded August 15, 2013 at Reception Nos D3103482 and D3103483.
66. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement recorded June 26, 2014 at Reception No. D4055544.
67. Property Reserve #4-65 3-4 1H Oil & Gas Well Permit N.W. of Hayesmount Rd. & 6th Ave recorded September 19, 2014 at Reception No. D4087229.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

68. Oil and Gas Lease recorded September 29, 2014 at Reception No. D4090606, and any and all assignments thereof or interests therein.
69. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Master License Agreement recorded December 8, 2014 at Reception No. D4114859, Addendum recorded April 6, 2015 at Reception No. D5033136 and recorded May 5, 2017 at Reception No. D7050418, Addendum recorded January 15, 2019 at Reception No. D9004102.
70. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Public Service Company of Colorado Easement recorded March 6, 2015 at Reception No. D5022007.
71. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded September 25, 2015 at Reception No. D5109324 and recorded December 14, 2015 at Reception No. 2015000104169 (Adams County Records), First Amendment recorded May 17, 2017 at Reception No. D7055559 and recorded August 21, 2018 at Reception No. 2018000067588 (Adams County Records).
72. Terms, conditions, provisions, obligations and agreements as set forth in the Surface Use Agreement recorded August 2, 2016 at Reception No. D6084053.
73. Oil and Gas Lease recorded December 21, 2017 at Reception No. D7143749, and any and all assignments thereof or interests therein.
74. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded January 23, 2018 at Reception No. D8007543 and recorded January 16, 2018 at Reception No. 2018000004510 (Adams County Records), First Amendment recorded June 25, 2018 at Reception No. D8061754 and recorded May 31, 2018 at Reception No. 2018000043897 (Adams County Records), Second Amendment recorded October 5, 2018 at Reception No. D8099280, and recorded October 5, 2018 at Reception No. 2018000081163 (Adams County Records), Third Amendment recorded March 4, 2020 at Reception No. E0027629, and recorded March 4, 2020 at Reception No. 2020000021017 (Adams County Records), and Fourth Amendment recorded March 25, 2021 at Reception No. E1050366, and recorded March 25, 2021 at Reception No. 2021000036468 (Adams County Records), and Fifth Amendment recorded August 17, 2021 at Reception No. 2021000098123 (Adams County Records).

Consent to Assignment of Rights and Amendment of Pipeline Right of Way Agreement in connection therewith recorded February 10, 2020 at Reception No. E0017250.

Partial Assignment of Right of Way in connection therewith recorded February 28, 2020 at Reception No. E0025087, and recorded February 28, 2020 at Reception No. 2020000019043 (Adams County Records).

Assignment, Conveyance, and Bill of Sale in connection therewith recorded March 9, 2020 at Reception No. 2020000022429.

Fifth Amendment in connection therewith recorded November 15, 2022 at Reception No. E2111939.

75. Oil and Gas Lease recorded July 19, 2018 at Reception No. D8070964, and any and all assignments thereof or interests therein.

76. Site Plan recorded October 1, 2018 at Reception No. D8097492.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

77. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Permanent Utility Easement Agreement recorded October 5, 2018 at Reception No. D8099391.
78. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way and Easement Agreement recorded November 20, 2018 at Reception No. D8114339.
79. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Connection, Dedication and Transportation Agreement recorded January 23, 2019 at Reception No. D9006387.
80. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Memorandum of Right of Way Agreement recorded March 19, 2019 at Reception No. D9023213 and recorded March 6, 2019 at Reception No. 2019000016475.
81. Terms, conditions, provisions, obligations, easements and agreements as set forth in the License Agreement recorded July 9, 2019 at Reception No. D9066534, Amended and Restated License Agreement recorded March 4, 2020 at Reception No. E0027263.
82. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Pipeline Easement Agreement recorded October 3, 2019 at Reception No. D9105279.
83. Oil and Gas Lease recorded July 11, 2019 at Reception No. 2019000054369, and any and all assignments thereof or interests therein.
84. Terms, conditions, provisions, obligations and agreements as set forth in the Resolution 2019-482 recorded August 16, 2019 at Reception No. 2019000066499.
85. Oil and Gas Lease recorded January 30, 2020 at Reception No. E0012816, and any and all assignments thereof or interests therein.
86. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Master License Agreement recorded June 24, 2020 at Reception No. E0075713.
87. Crude Oil Pipeline - Site Plan recorded July 28, 2020 at Reception No. E0094608, and recorded October 6, 2020 at Reception No. 2020000101038 (Adams County Records).
88. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded September 15, 2020 at Reception No. E0121681.
89. Natural Gas Pipeline Gathering System As-Built Site Plan recorded November 6, 2020 at Reception No. E0153558, and recorded November 10, 2020 at Reception No. 2020000116386 (Adams County Records).
90. Terms, conditions, provisions, obligations, easements and agreements as set forth in the License Agreement recorded July 1, 2021 at Reception No. E1104753.
91. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Master License Agreement recorded August 4, 2021 at Reception No. E1122631.

Addendums in connection therewith recorded May 25, 2022 at Reception No. E2057803, and recorded August 29, 2022 at Reception No. E2089472, and recorded December 1, 2022 at Reception

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

No. E2115501, and recorded February 27, 2023 at Reception No. E3011571, and recorded May 30, 2023 at Reception No. E3036079, and recorded August 28, 2023 at Reception No. E3059376, and recorded January 3, 2024 at Reception No. E4000316.

92. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Master License Agreement recorded August 4, 2021 at Reception No. E1122680.
93. Terms, conditions, provisions, obligations and agreements as set forth in the Colorado Ground Water Commission Findings and Order recorded August 26, 2021 at Reception No. 2021000102176.
94. Notice of Assessment and Lien in the amount of \$352.00 recorded September 20, 2019 at Reception No. D9098222.
95. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded February 28, 2022 at Reception No. E2023099.

Amended and Restated Easement Agreement in connection therewith recorded December 21, 2022 at Reception No. E2120113.

96. Natural Gas & Crude Oil Pipeline Gathering System recorded November 1, 2022 at Reception No. E2107939.
97. Crude Oil Pipeline - Site Plan recorded November 8, 2022 at Reception No. E2109777.
98. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Storm Drain Easement Agreement recorded December 21, 2022 at Reception No. E2120114.
99. Terms, conditions, provisions, obligations and agreements as set forth in the Intergovernmental Agreement recorded January 13, 2023 at Reception No. E3003022.
100. Oil and Gas Lease recorded February 9, 2023 at Reception No. E3008318, and any and all assignments thereof or interests therein.
101. Crude Oil Pipeline - Site Plan recorded May 12, 2023 at Reception No. E3031824.
102. Terms, conditions, provisions, obligations and agreements as set forth in the Crossing Agreement recorded December 18, 2023 at Reception No. E3084139.
103. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Master License Agreement recorded April 28, 2023 at Reception No. E3028480.

Addendums in connection therewith recorded July 28, 2023 at Reception No. E3051372, and recorded October 25, 2023 at Reception No. E3073357, and recorded October 25, 2023 at Reception No. E3073358, and recorded February 22, 2024 at Reception No. E4010320.

104. Lis Pendens by City of Aurora, Colorado, a municipal corporation and home rule city of the Counties of Adams, Arapahoe and Douglas as Plaintiff, against Property Reserve, Inc; Qwest Corporation; Rangeview Metropolitan District; Rocky Mountain Midstream LLC; ConocoPhillips Company; and Michael R. Westerberg Treasurer of Arapahoe County, as defendant, filed in the District Court of Arapahoe County, as Civil Action Number 2023CV31355, as evidenced by an instrument recorded July 19, 2023 at Reception No. E3049432.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

## DISCLOSURE STATEMENT

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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

**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.**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

- 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.**

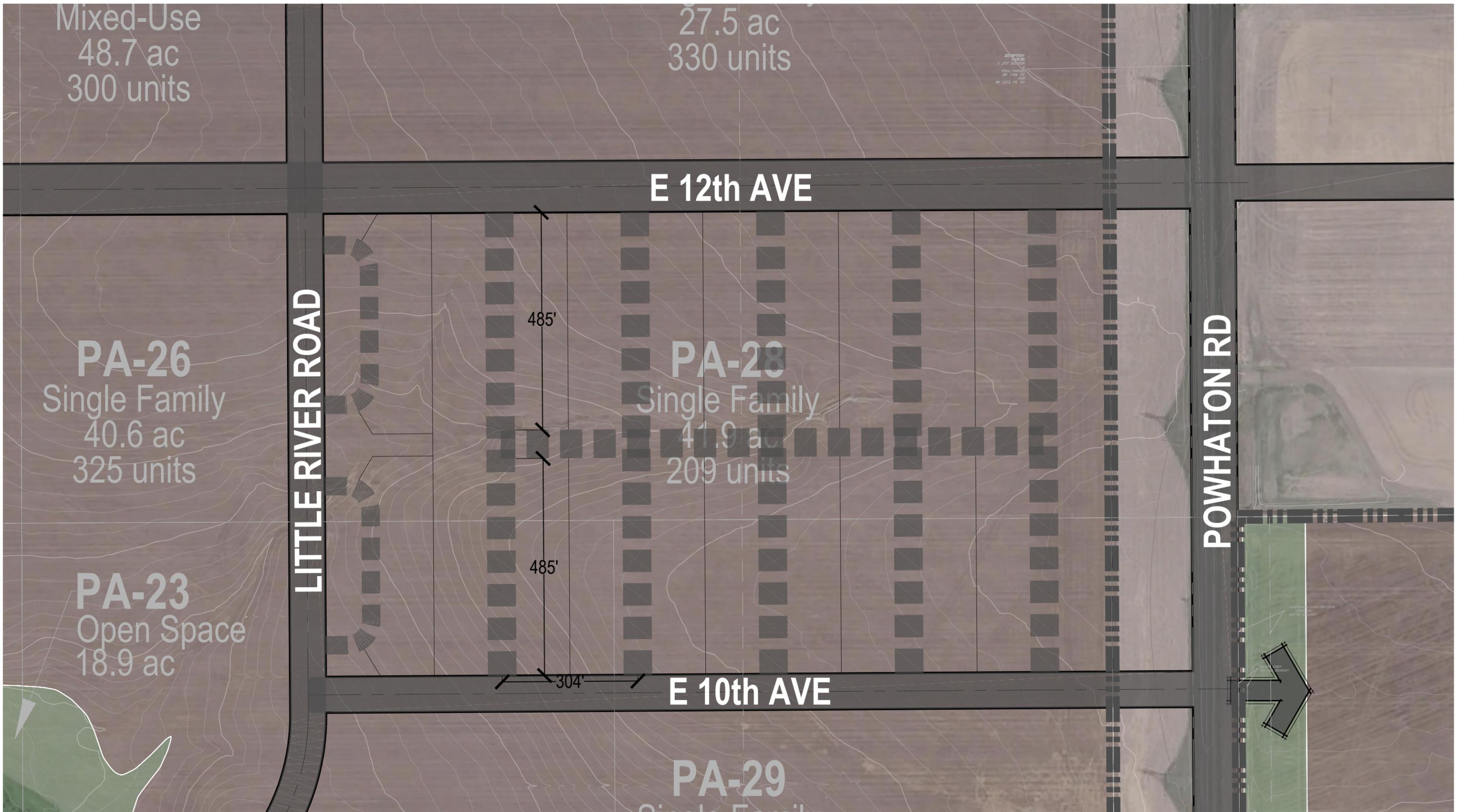
Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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; Schedule B, Part II-Exceptions.*

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Plan is conceptual and intended to demonstrate compliance with code, not final design intent. Designs and layout shown are subject to change.



Plan is conceptual and intended to demonstrate compliance with code, not final design intent. Designs and layout shown are subject to change.

**TRIBUTARY | CONCEPTUAL MIXED-USE ROAD FRAMEWORK**

APRIL 2024





Plan is conceptual and intended to demonstrate compliance with code, not final design intent. Designs and layout shown are subject to change.