



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70822368-3**

Date: **12/15/2023**

Property Address: **LOT 1, BLOCK 1 AND TRACT A, BANYAN HIGH POINT SUBDIVISION FILING NO. 1, Aurora, CO 00000**

For Closing Assistance

For Title Assistance

Scott Cieslewicz
5975 GREENWOOD PLAZA
BLVD
GREENWOOD VILLAGE, CO
80111
(303) 850-4189 (Work)
scieslewicz@ltgc.com

Agent for Seller

WESTSIDE INVESTMENT PARTNERS, INC.
Attention: GRANT ROTMAN
4100 E MISSISSIPPI AVE, SUITE 500
Denver, CO 80246
(303) 984-9800 (Work)
grotman@westsideinv.com
Delivered via: Electronic Mail

Agent for Seller

WESTSIDE INVESTMENT PARTNERS INC
Attention: MICHAEL SCHROEDER
4100 E MISSISSIPPI AVE #500
DENVER, CO 80246
(303) 984-9800 (Work)
(303) 984-9874 (Work Fax)
mschroeder@westsideinv.com
Delivered via: Electronic Mail

Agent for Seller

WESTSIDE INVESTMENT PARTNERS INC
Attention: MEGAN WALDSCHMIDT
4100 E MISSISSIPPI AVE #500
DENVER, CO 80246
(303) 915-7313 (Cell)
(303) 984-9800 (Work)
(303) 984-9874 (Work Fax)
meganw@westsideinv.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND70822368-3

Date: 12/15/2023

Property Address: LOT 1, BLOCK 1 AND TRACT A, BANYAN HIGH POINT SUBDIVISION
FILING NO. 1, Aurora, CO 00000

Seller(s): HP PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO THAT PORTION DESCRIBED IN DEED RECORDED SEPTEMBER 7, 2022 UNDER RECEPTION NO. 2022000075697; AND ACM HIGH POINT VI H LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER LYING WITHIN SECTION 1; AND ACM HIGH POINT VI G LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THAT PORTION DESCRIBED IN DEED RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. 2020000139495 AND ACM HIGH POINT VI F, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER LYING WITHIN SECTION 2

Buyer(s): A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$436.00
TOTAL	\$436.00

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

Chain of Title Documents:

[Adams county recorded 12/31/2020 under reception no. 2020000139510](#)

[Adams county recorded 12/31/2020 under reception no. 2020000139492](#)

[Adams county recorded 09/07/2022 under reception no. 2022000075697](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND70822368-3

Property Address:

LOT 1, BLOCK 1 AND TRACT A, BANYAN HIGH POINT SUBDIVISION FILING NO. 1, Aurora, CO 00000

1. Effective Date:

12/11/2023 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

FEE SIMPLE

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

HP PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO THAT PORTION DESCRIBED IN DEED RECORDED SEPTEMBER 7, 2022 UNDER RECEPTION NO. 2022000075697; AND ACM HIGH POINT VI H LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER LYING WITHIN SECTION 1; AND ACM HIGH POINT VI G LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THAT PORTION DESCRIBED IN DEED RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. 2020000139495 AND ACM HIGH POINT VI F, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER LYING WITHIN SECTION 2

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, THENCE NORTH 00°02'29" WEST, A DISTANCE OF 72.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF 64TH AVENUE AND THE SAID WEST SECTION LINE OF SOUTHWEST QUARTER OF SECTION 1 AND THE POINT OF BEGINNING;

THENCE DEPARTING THE SAID WEST SECTION LINE OF THE SOUTHWEST QUARTER WESTERLY ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF 64TH AVENUE SOUTH 89°55'30" WEST, A DISTANCE OF 113.38 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE NORTH RIGHT-OF-WAY OF 64TH AVENUE..

THENCE DEPARTING THE SAID NORTH RIGHT-OF-WAY LINE OF 64TH AVENUE AND CONTINUING NORTHERLY ON THE WEST LINE OF BLOCK 1, LOT 1 THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 49.46 FEET, SAID CURVE HAVING A RADIUS OF 31.50 FEET, A CENTRAL ANGLE OF 89°58'01", AND A CHORD WHICH BEARS NORTH 44°56'30" EAST A CHORD DISTANCE OF 44.53 FEET.

2. NORTH 00°02'31" WEST, A DISTANCE OF 47.96 FEET.

3. NORTH 01°03'27" EAST, A DISTANCE OF 521.15 FEET TO THE SOUTHEAST CORNER OF THE BOUNDARY FOR HIGH POINT AT DIA SUBDIVISION FILING NO. 12 AS RECORDED UNDER RECEPTION

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND70822368-3

NO. 2023000057477:

THENCE CONTINUING NORTHERLY ALONG THE COMMON LINE OF THE SAID WEST LINE OF BLOCK 1, LOT 1 AND THE SAID EASTERN BOUNDARY OF HIGH POINT AT DIA SUBDIVISION FILING NO. 12 NORTH 00°02'31" WEST, A DISTANCE OF 867.37 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COLORADO HIGHWAY E-470 AS RECORDED IN BOOK 4850 AND PAGE 817 IN THE ADAMS COUNTY CLERK AND RECORDER WHICH IS 71.91 FEET WEST PERPENDICULAR TO THE SAID WEST SECTION LINE;

THENCE DEPARTING THE SAID EAST BOUNDARY OF HIGH POINT AT DIA SUBDIVISION FILING NO. 12 AND CONTINUING EASTERLY ALONG THE COMMON LINE OF THE NORTH LINE OF SAID BLOCK 1, LOT 1 AND THE SAID SOUTH RIGHT-OF-WAY OF E-470 SOUTH 83°59'26" EAST, A DISTANCE OF 72.32 FEET TO THE INTERSECTION WITH THE SAID WEST SECTION LINE;

THENCE DEPARTING THE SAID WEST SECTION LINE CONTINUING EASTERLY ALONG THE SAID COMMON LINE OF THE NORTH LINE OF BLOCK 1, LOT 1 AND THE SOUTH RIGHT-OF-WAY OF E-470 SOUTH 83°59'41" EAST, A DISTANCE OF 72.49 FEET TO THE INTERSECTION WITH THE NORTH LINE OF TRACT A WHICH IS ALSO 72.09 FEET PERPENDICULAR TO THE SAID WEST SECTION LINE;

THENCE CONTINUING EASTERLY ALONG THE SAID COMMON LINE OF THE NORTH LINE OF TRACT A AND THE SOUTH RIGHT-OF-WAY OF E-470 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 83°59'41" EAST, A DISTANCE OF 1231.32 FEET;
2. SOUTH 78°07'59" EAST, A DISTANCE OF 120.78 FEET;

THENCE DEPARTING THE SAID SOUTH RIGHT-OF-WAY OF E-470 CONTINUING SOUTHERLY ALONG THE EAST LINE OF SAID TRACT A SOUTH 00°02'02" EAST, A DISTANCE OF 627.95 FEET;

THENCE DEPARTING THE SAID EAST LINE OF TRACT A CONTINUING EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 1, LOT 1, NORTH 89°55'34" EAST, A DISTANCE OF 24.95 FEET;

THENCE CONTINUING ALONG THE EAST AND SOUTH LINES OF SAID BLOCK 1, LOT 1, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 00°04'26" EAST, A DISTANCE OF 68.00 FEET;
2. SOUTH 89°55'34" WEST, A DISTANCE OF 1342.57 FEET TO A POINT OF CURVATURE;
3. SOUTHWESTERLY ALONG THE SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°58'05", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.26 FEET, AN ARC LENGTH OF 39.26 FEET, WHOSE CHORD BEARS SOUTH 44°56'32" WEST, A CHORD DISTANCE OF 35.35 FEET TO A POINT WHICH IS 72.09 FEET EAST OF THE SAID WEST SECTION LINE OF THE SOUTHWEST QUARTER OF SECTION 1;
4. SOUTH 00°02'31" EAST, A DISTANCE OF 576.16 FEET TO THE INTERSECTION WITH THE SAID NORTH RIGHT-OF-WAY OF 64TH AVENUE;

THENCE CONTINUING WESTERLY ALONG THE COMMON LINE OF THE SAID NORTH RIGHT-OF-WAY LINE OF 64TH AVENUE AND THE SOUTH LINE OF SAID BLOCK 1, LOT 1 SOUTH 89°53'38" WEST, A DISTANCE OF 72.10 FEET TO THE POINT OF BEGINNING.

ABOVE LEGAL DESCRIPTION PREPARED BY:

SHAWN D. CLARKE, PLS 38061

FOR AND ON BEHALF OF:

HARRIS KOCHER SMITH

1120 LINCOLN STREET, SUITE 100

DENVER, CO 80203

303-623-6300

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70822368-3

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70822368-3

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED MAY 18, 2023 FROM HP PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF UMB BANK, N.A. TO SECURE THE SUM OF \$73,000,000.00 RECORDED MAY 19, 2023, UNDER RECEPTION NO. [2023000028122](#) AND RECORDED AUGUST 08, 2023 UNDER RECEPTION NO. [2023000045292](#).

NOTICE BY DISBURSER IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED MAY 19, 2023 UNDER RECEPTION NO. [2023000028002](#).

2. RECORD DULY EXECUTED AND ACKNOWLEDGED FINAL PLAT OF BANYAN HIGH POINT SUBDIVISION FILING NO. 1 EXECUTED BY HP PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND ACM HIGH POINT VI H LLC, A DELAWARE LIMITED LIABILITY COMPANY AND ACM HIGH POINT VI F LLC, A DELAWARE LIMITED LIABILITY COMPANY AND AND ACM HIGH POINT VI G LLC, A DELAWARE LIMITED LIABILITY COMPANY AND UMB BANK, N.A..

NOTE: A COPY OF SAID PLAT MUST BE SUBMITTED TO LAND TITLE GUARANTEE COMPANY PRIOR TO RECORDATION. UPON RECEIPT AND REVIEW FURTHER REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

3. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.

THIS REQUIREMENT IS NECESSARY BECAUSE THE LEGAL DESCRIPTION CONTAINED ON THE DRAFT PLAT CONTAINS CALLS THAT INCLUDE LOT AND TRACT LINES THAT DO NOT YET EXIST.

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR HP PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 07, 2022 UNDER RECEPTION NO. [2022000075696](#) IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES BEN BROUSSEAU, MANAGER OF HP MANAGEMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SOLE MANAGER OF BANYAN HP FUND, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS OPERATING MEMBER OF BRIDGE BANYAN QOZB, A DELAWARE LIMITED LIABILITY COMPANY AS SOLE MEMBER OF HP PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

5. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR ACM HIGH POINT VI H LLC RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. [2020000139509](#) IS CURRENT.

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

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

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All of the following Requirements must be met:

6. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR ACM HIGH POINT VI F LLC RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. [2020000139491](#) IS CURRENT.

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

7. WARRANTY DEED FROM HP PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO THAT PORTION DESCRIBED IN DEED RECORDED SEPTEMBER 7, 2022 UNDER RECEPTION NO. [2022000075697](#); AND ACM HIGH POINT VI H LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER LYING WITHIN SECTION 1; AND ACM HIGH POINT VI G LLC, A DELAWARE LIMITED LIABILITY COMPANY AS THAT PORTION DESCRIBED IN DEED RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. [2020000139495](#) AND ACM HIGH POINT VI F, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER LYING WITHIN SECTION 2 TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: RND70822368-3

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. NON-TRIBUTARY AND NOT NON-TRIBUTARY WATER AND WATER RIGHTS AND ALL RIGHTS ASSOCIATED THEREWITH CONVEYED TO THE CITY OF AURORA IN THE DEED RECORDED SEPTEMBER 29, 2005 UNDER RECEPTION NO. [20050929001065440](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF AVIGATION EASEMENT RECORDED SEPTEMBER 30, 2005 UNDER RECEPTION NO. [20050930001069820](#).
PLAIN LANGUAGE NOTICE - PROXIMITY TO AIRPORT RECORDED SEPTEMBER 30, 2005 UNDER RECEPTION NO. [20050930001069830](#).
AMENDED AND RESTATED GRANT OF AVIGATION EASEMENT RECORDED FEBRUARY 26, 2021 UNDER RECEPTION NO. [2021000023925](#) AND [2021000023926](#) AND [2021000023927](#).
11. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 30, 2005, UNDER RECEPTION NO. [20050930001069840](#) (ADAMS COUNTY RECORDS) AND RECORDED SEPTEMBER 30, 2005 UNDER RECEPTION NO. [2005165621](#) (DENVER COUNTY RECORDS).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

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12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AND REIMBURSEMENT AGREEMENT RECORDED NOVEMBER 09, 2005 UNDER RECEPTION NO. [20051109001242230](#) (ADAMS COUNTY RECORDS) AND RECORDED NOVEMBER 8, 2005 UNDER RECEPTION NO. [2005191742](#) (DENVER COUNTY RECORDS)

NOTE: ASSIGNMENT OF DRAINAGE EASEMENT AND REIMBURSEMENT AGREEMENT RECORDED SEPTEMBER 21, 2018 UNDER RECEPTION NO. [2018120260](#).

NOTE: DRAINAGE EASEMENT AND REIMBURSEMENT AGREEMENT RELEASE RECORDED SEPTEMBER 25, 2018 UNDER RECEPTION NO. [2018121478](#) (DENVER COUNTY RECORDS).

13. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED DECEMBER 28, 2005, UNDER RECEPTION NO. [20051228001418040](#) (ADAMS COUNTY RECORDS) AND RECORDED JANUARY 17, 2006 UNDER RECEPTION NO. [2006010581](#) (DENVER COUNTY RECORDS); FIRST AMENDMENT RECORDED JANUARY 15, 2008 UNDER RECEPTION NO. [2008000003299](#) (ADAMS COUNTY RECORDS) AND RECORDED JANUARY 15, 2008 UNDER RECEPTION NO. [2008005302](#) (DENVER COUNTY RECORDS); SECOND AMENDMENT RECORDED FEBRUARY 26, 2010 UNDER RECEPTION NO. [2010000012779](#) (ADAMS COUNTY RECORDS) AND RECORDED FEBRUARY 26, 2010 UNDER RECEPTION NO. [2010022814](#) (DENVER COUNTY RECORDS); THIRD AMENDMENT RECORDED DECEMBER 23, 2015 UNDER RECEPTION NO. [2015000106637](#) (ADAMS COUNTY RECORDS), AND FOURTH AMENDMENT RECORDED DECEMBER 30, 2016 UNDER RECEPTION NO. [2016000114610](#) (ADAMS COUNTY RECORDS).

ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED MAY 15, 2006 UNDER RECEPTION NO. [20060515000502020](#) (ADAMS COUNTY RECORDS) AND RECORDED MAY 12, 2006 UNDER RECEPTION NO. [2006074494](#) (DENVER COUNTY RECORDS).

ASSIGNMENT OF DECLARANT'S RIGHTS UNDER MASTER DECLARATION FOR HIGH POINT RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095538](#) (DENVER COUNTY RECORDS) AND RECORDED JULY 24, 2017 UNDER RECEPTION NO. [2017000063267](#) (ADAMS COUNTY RECORDS).

SUPPLEMENT DECLARATION RECORDED NOVEMBER 9, 2018 UNDER RECEPTION NO. [2018145232](#).

PARTIAL ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. [2020221299](#), [2020221300](#), [2020221301](#), [2020221302](#), [2020221303](#) (DENVER COUNTY RECORDS), 2020000139492, 2020000139496

NOTE: DECLARATION CONCERNING WITHDRAWAL OF PROJECT AREA FROM DECLARATION RECORDED SEPTEMBER 07, 2022 UNDER RECEPTION NO. [2022000075695](#) WITHDRAWS THE PARCEL DESCRIBED IN DEED RECORDED SEPTEMBER 07, 2022 UNDER RECEPTION NO. [2022000075697](#) FROM SAID MASTER DECLARATION.

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Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

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14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN HIGHPOINTE FRAMEWORK DEVELOPMENT PLAN RECORDED APRIL 21, 2006 UNDER RECEPTION NO. [20060421000409400](#) AND AMENDMENT NO. 3 RECORDED APRIL 11, 2017 UNDER RECEPTION NO. [2017000031071](#) AND AMENDMENT NO. 4 RECORDED NOVEMBER 25, 2020 UNDER RECEPTION NO. [2020000123479](#).
15. LARGE PLANNED COMMUNITY AFFIDAVIT RECORDED MAY 5, 2006 UNDER RECEPTION NO. [20060505000467000](#) (ADAMS COUNTY RECORDS) AND RECORDED MAY 24, 2006 UNDER RECEPTION NO. [2006082276](#) (DENVER COUNTY RECORDS).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 18, 2006 UNDER RECEPTION NO. [20060918000937580](#) AND FIRST AMENDMENT RECORDED DECEMBER 27, 2016 UNDER RECEPTION NO. [2016000113121](#).
17. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 08, 1891, IN BOOK A24 AT PAGE [146](#).
18. ALL PRESCRIPTIVE RIGHTS AND USES AS EVIDENCED BY ASSIGNMENT OF PRESCRIPTIVE RIGHTS AND USES BY AND BETWEEN UNION RURAL ELECTRIC ASSOCIATION AND PUBLIC SERVICE COMPANY OF COLORADO RECORDED FEBRUARY 6, 1992 IN BOOK 3864 AT PAGE [92](#) (ADAMS COUNTY RECORDS) AND RECORDED FEBRUARY 19, 1992 UNDER RECEPTION NO. [R-92-0015457](#) (DENVER COUNTY RECORDS).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN MULTI-USE EASEMENT RECORDED SEPTEMBER 01, 1995 IN BOOK 4580 AT PAGE [834](#).

COMMON USE AGREEMENT BY AND BETWEEN THE E-470 PUBLIC HIGHWAY AUTHORITY AND U.S. WEST COMMUNICATIONS, INC. RECORDED FEBRUARY 17, 1998 IN BOOK 5235 AT PAGES [307](#) AND [345](#).

COMMON USE AGREEMENT BY AND BETWEEN THE E-470 PUBLIC HIGHWAY AUTHORITY AND THE CITY OF AURORA RECORDED AUGUST 30, 2007 UNDER RECEPTION NO. [2007000083319](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY ZONING ORDINANCE #2005-14 RECORDED APRIL 22, 2005 UNDER RECEPTION NO. [20050422000421250](#).
21. ANNEXATION ORDINANCE #2005-16 RECORDED MAY 26, 2005 UNDER RECEPTION NO. [20050526000559110](#), ANNEXATION ORDINANCE #2005-17 RECORDED MAY 26, 2005 UNDER RECEPTION NO. [20050526000559130](#) AND MAP RECORDED MAY 26, 2005 UNDER RECEPTION NO. [20050526000559140](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN JOINT DEVELOPMENT AGREEMENT RECORDED AUGUST 15, 2005 UNDER RECEPTION NO. [20050815000866760](#) (ADAMS COUNTY RECORDS) AND RECORDED JULY 14, 2005 UNDER RECEPTION NO. [2005118018](#) (DENVER COUNTY RECORDS).

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(Exceptions)

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23. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANT (DENVER) RECORDED SEPTEMBER 30, 2005, UNDER RECEPTION NO. [20050930001069850](#) (ADAMS COUNTY RECORDS) AND RECORDED SEPTEMBER 30, 2005 UNDER RECEPTION NO. [2005165620](#) (DENVER COUNTY RECORDS).
24. A FARM LEASE DATED SEPTEMBER 23, 2012, BY AND BETWEEN LNR CPI HIGH POINT, LLC, A COLORADO LIMITED LIABILITY COMPANY, LANDLORD, AND WHEATLAND FARMS, OPERATOR, AS AMENDED BY SECOND AMENDMENT DATED JULY 28, 2015, BY THIRD AMENDMENT DATED AUGUST 6, 2015, AND BY FOURTH AMENDMENT DATED DECEMBER 22, 2016.
25. EASEMENT FOR RIGHT OF WAY TO LAY, MAINTAIN, ALTER, REPAIR, OPERATE, REMOVE AND RELAY PARALLELED PIPE LINES FOR THE TRANSPORTATION OF OIL AND GAS, AND INCIDENTAL PURPOSES, AS GRANTED TO COLORADO-WYOMING GAS COMPANY BY AN INSTRUMENT RECORDED JUNE 25, 1947 IN BOOK 339 AT PAGE [6](#), AS DELIMITED BY INSTRUMENT RECORDED APRIL 27, 2006 UNDER RECEPTION NO. [20060427000432750](#) AND RECORDED JUNE 21, 2006 UNDER RECEPTION NO. [20060621000631660](#).
26. ORDER JUDGMENT AND DECREE IN CIVIL ACTION NO. 90 CV 1364 GRANTING AN EASEMENT TO THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS IN INSTRUMENT RECORDED JANUARY 29, 1991 IN BOOK 3746 AT PAGE [855](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED AND TEMPORARY CONSTRUCTION EASEMENT RECORDED AUGUST 03, 2005 UNDER RECEPTION NO. [20050803000819330](#).
28. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICTS NOS. 1 AND 3 THROUGH 11, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 14, 2006, UNDER RECEPTION NOS. [20060814000821150](#), [20060814000821170](#), [20060814000821190](#), [20060814000821200](#), [20060814000821210](#), [20060814000821220](#), [20060814000821230](#), [20060814000821240](#), [20060814000821250](#) AND [20060814000821260](#).
29. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE AURORA HIGH POINT AT DIA METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 14, 2006, UNDER RECEPTION NO. [20060814000821160](#).
30. EASEMENT GRANTED TO THE CITY OF AURORA, FOR WATER, SEWER AND STORM DRAINAGE TRANSMISSION MAINS, LINES, FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 21, 2006, UNDER RECEPTION NO. [20060821000843100](#).
31. TERMS, CONDITIONS AND PROVISIONS OF PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED OCTOBER 09, 2014 AT RECEPTION NO. [2014000069775](#).
32. TERMS, CONDITIONS AND PROVISIONS OF LICENSE AGREEMENT RECORDED APRIL 06, 2015 AT RECEPTION NO. [2015000024040](#).
33. TERMS, CONDITIONS AND PROVISIONS OF DRAINAGE EASEMENT RECORDED DECEMBER 31, 2015 AT RECEPTION NO. [2015000109538](#).

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34. TERMS, CONDITIONS AND PROVISIONS OF SLOPE EASEMENT RECORDED DECEMBER 31, 2015 AT RECEPTION NO. [2015000109540](#).
35. TERMS, CONDITIONS AND PROVISIONS OF UTILITY EASEMENT RECORDED DECEMBER 31, 2015 AT RECEPTION NO. [2015000109541](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE AND UTILITY EASEMENT RECORDED DECEMBER 15, 2005 UNDER RECEPTION NO. [20051215001372650](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INFRASTRUCTURE SITE PLAN HIGH POINT AT DIA COMMERCIAL SITE OFFSITE ROADWAY IMPROVEMENTS RECORDED JULY 25, 2016 UNDER RECEPTION NO. [2016000059532](#).
38. MATTERS SET FORTH IN ARTICLE 1 AVIGATION EASEMENT ATTACHED TO SPECIAL WARRANTY DEED FROM LNR CPI HIGH POINT, LLC, A COLORADO LIMITED LIABILITY COMPANY TO ACM HIGH POINT VI LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095534](#) (DENVER COUNTY RECORDS) AND RECORDED JULY 24, 2017 UNDER RECEPTION NO. [2017000063263](#) (ADAMS COUNTY RECORDS).
39. EASEMENT GRANTED TO CITY OF AURORA, FOR FIRE LANE, UTILITY AND ACCESS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 18, 2017 UNDER RECEPTION NO. [2017000061625](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF DRAINAGE AGREEMENT ASSIGNMENT AND ASSUMPTION OF DRAINAGE AGREEMENT, AND CONSENT TO ASSIGNMENT RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095539](#).
41. MINERAL DEED RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095540](#) (DENVER COUNTY RECORDS) JULY 24, 2017 UNDER RECEPTION NO. [2017000063268](#) (ADAMS COUNTY RECORDS).
42. OIL AND GAS LEASE BETWEEN COPPER TRAIL ENERGY FUND I, LP AND BISON OIL & GAS, LLC, RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095541](#) (DENVER COUNTY RECORDS) JULY 24, 2017 UNDER RECEPTION NO. [2017000063269](#) (ADAMS COUNTY RECORDS) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
43. OIL AND GAS LEASE BETWEEN HP PROPERTY OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO THAT PORTION DESCRIBED IN DEED RECORDED SEPTEMBER 7, 2022 UNDER RECEPTION NO. [2022000075697](#); AND ACM HIGH POINT VI H LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER LYING WITHIN SECTION 1; AND ACM HIGH POINT VI G LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THAT PORTION DESCRIBED IN DEED RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. [2020000139495](#) AND ACM HIGH POINT VI F, LLC, A DELAWARE LIMITED LIABILITY COMPANY AS TO THE REMAINDER LYING WITHIN SECTION 2 AND BISON OIL & GAS, LLC, RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095542](#) (DENVER COUNTY RECORDS) AND RECORDED JULY 24, 2017 UNDER RECEPTION NO. [2017000063270](#) (ADAMS COUNTY RECORDS) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
44. MINERAL DEED RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095543](#) (DENVER COUNTY RECORDS) AND RECORDED JULY 24, 2017 UNDER RECEPTION NO. [2017000063271](#) (ADAMS COUNTY RECORDS).

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45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AGREEMENT RECORDED JULY 21, 2017 UNDER RECEPTION NO. [2017095544](#) (DENVER COUNTY RECORDS) AND RECORDED JULY 24, 2017 UNDER RECEPTION NO. [2017000063272](#) (ADAMS COUNTY RECORDS).

FIRST AMENDMENT RECORDED MAY 8, 2018 UNDER RECEPTION NO. [2018000037326](#) (ADAMS COUNTY RECORDS) AND RECORDED APRIL 2, 2019 UNDER RECEPTION NO. [2019037919](#) (DENVER COUNTY RECORDS) AND RECORDED MAY 1, 2019 UNDER RECEPTION NO. [2019052240](#) (DENVER COUNTY RECORDS) AND SECOND AMENDMENT RECORDED FEBRUARY 22, 2019 UNDER RECEPTION NO. [2019000013129](#) (ADAMS COUNTY RECORDS) AND RECORDED MARCH 26, 2019 UNDER RECEPTION NO. [2019033932](#) (DENVER COUNTY RECORDS) AND RECORDED MAY 2, 2019 UNDER RECEPTION NO. [2019052782](#) (DENVER COUNTY RECORDS).

46. MINERAL DEED RECORDED NOVEMBER 16, 2017 UNDER RECEPTION NO. [2017150626](#) (DENVER COUNTY RECORDS) AND RECORDED NOVEMBER 30, 2017 UNDER RECEPTION NO. [2017000105531](#) (ADAMS COUNTY RECORDS).
47. OIL AND GAS LEASE BETWEEN BERNARD R. QUIRE AND ASPIRED ENERGY, INC., RECORDED JUNE 22, 2018 UNDER RECEPTION NO. [2018000050713](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
48. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 5, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 26, 2019, UNDER RECEPTION NO. [2019000022138](#).

(AFFECTS SECTION 2)

49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING A PUBLIC IMPROVEMENT FEE RECORDED APRIL 17, 2019 UNDER RECEPTION NO. [2019000028399](#).

(AFFECTS SECTION 2)

50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED APRIL 17, 2019 UNDER RECEPTION NO. [2019000028400](#).

(AFFECTS SECTION 2)

51. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 8, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 15, 2020, UNDER RECEPTION NO. [2020000091587](#) AND AUGUST 26, 2020 UNDER RECEPTION NO. [2020000083928](#).

DISCLOSURE TO PURCHASERS RECORDED MARCH 24, 2021 UNDER RECEPTION NO. [2021000036063](#).

52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED SEPTEMBER 15, 2020 UNDER RECEPTION NO. [2020000091766](#).

53. RESERVATIONS OF OIL, GAS AND MINERAL RIGHTS AS SET FORTH IN DEED RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. [2020000139492](#).

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54. RESERVATIONS OF OIL, GAS AND MINERAL RIGHTS AS SET FORTH IN DEED RECORDED DECEMBER 31, 2020 UNDER RECEPTION NO. [2020000139510](#).
55. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED APRIL 20, 2022 UNDER RECEPTION NO. [2022000035257](#).
56. RESERVATIONS OF OIL, GAS AND MINERAL RIGHTS AND NON-EXCLUSIVE UTILITY EASEMENT AS SET FORTH IN DEED RECORDED SEPTEMBER 7, 2022 UNDER RECEPTION NO. [2022000075697](#).
57. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT AGREEMENT RECORDED SEPTEMBER 08, 2022 UNDER RECEPTION NO. [2022000075955](#).
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COMMON USE AGREEMENT RECORDED OCTOBER 12, 2022 UNDER RECEPTION NO. [2022000083735](#).



Land Title Guarantee Company

Disclosure Statements

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of 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 CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-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 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 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.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 24-21-514.5, 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.



**Joint Notice of Privacy Policy of
Land Title Guarantee Company
Land Title Guarantee Company of Summit
County
Land Title Insurance Corporation and
Old Republic National Title Insurance Company**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

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

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