



**Land Title Guarantee Company
Customer Distribution**



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

Order Number: **ABD70691262-2**

Date: **10/29/2020**

Property Address: **VACANT LAND PARCEL TO BE SUBDIVIDED, AURORA, CO 80020**

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

For Closing Assistance

For Title Assistance

David Knapp
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4174 (Work)
dknapp@ltgc.com

Seller/Owner

TRANSPORT COLORADO LLC C/O WESTERN
TRANSPORT, LLC
Attention: STEVEN MARSHALL
C/O:WESTERN TRANSPORT LLC
1331 17TH ST SUITE 1000
DENVER, CO 80202
Delivered via: No Commitment Delivery

CVL CONSULTANTS

Attention: JASON MANN
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112-1562
(720) 249-3545 (Work)
jmann@cvlinc.net
Delivered via: Electronic Mail

CVL CONSULTANTS, A WESTWOOD TEAM
Attention: KEVIN KUCHARCZYK- SENOIR PROJECT
MANAGER
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112
(720) 883-5470 (Cell)
(720) 249-3584 (Work)
(720) 482-9546 (Work Fax)
kkucharczyk@cvlinc.net
Delivered via: Electronic Mail

TRANSPORT COLORADO LLC C/O:WESTERN
TRANSPORT LLC
Attention: LOREN CHAPMAN -BILL INVOLVE TO
1331 17TH ST SUITE 1000
DENVER, CO 80202
lchapman@transportcolorado.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABD70691262-2** Date: **10/29/2020**
Property Address: **VACANT LAND PARCEL TO BE SUBDIVIDED, AURORA, CO 80020**
Parties: **A BUYER TO BE DETERMINED**
WESTERN TRANSPORT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

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

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

Chain of Title Documents:

[Adams county recorded 12/30/2016 under reception no. 2016000114777](#)

[Adams county recorded 09/14/2018 under reception no. 2018000074987](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70691262-2

Property Address:

VACANT LAND PARCEL TO BE SUBDIVIDED, AURORA, CO 80020

1. Effective Date:

10/15/2020 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:

A FEE SIMPLE

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

WESTERN TRANSPORT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 28, SOUTH HALF OF SECTION 27, AND NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 28 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP SET BY PLS 22564, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 28 BEING MONUMENTED BY A FOUND 2 INCH DIAMETER PIPE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 17488 IS ASSUMED TO BEAR SOUTH 00°37'26" EAST, 2649.29 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 00°37'26" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 42.01 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°12'26" EAST, A DISTANCE OF 54.51 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 91°25'00", AN ARC LENGTH OF 31.91 FEET, THE CHORD OF WHICH BEARS SOUTH 45°05'04" WEST, A DISTANCE OF 28.63 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 00°37'26" EAST, A DISTANCE OF 700.00 FEET;

THENCE SOUTH 00°37'26" EAST, A DISTANCE OF 735.11 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 71°04'31", AN ARC LENGTH OF 18.61 FEET, THE CHORD OF WHICH BEARS SOUTH 36°09'42" EAST, A DISTANCE OF 17.44 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF 71°04'31", AN ARC LENGTH OF 73.19 FEET, THE CHORD OF WHICH BEARS SOUTH 36°09'42"

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EAST, A DISTANCE OF 68.59 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH $00^{\circ}37'26''$ EAST, A DISTANCE OF 48.95 FEET;

THENCE NORTH $77^{\circ}57'58''$ EAST, A DISTANCE OF 1200.00 FEET;

THENCE NORTH $77^{\circ}57'58''$ EAST, A DISTANCE OF 1175.15 FEET;

THENCE NORTH $00^{\circ}48'00''$ EAST, A DISTANCE OF 24.04 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET, A CENTRAL ANGLE OF $122^{\circ}13'06''$, AN ARC LENGTH OF 125.85 FEET, THE CHORD OF WHICH BEARS NORTH $10^{\circ}45'59''$ EAST, A DISTANCE OF 103.31 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET, A

CENTRAL ANGLE OF $71^{\circ}04'31''$, AN ARC LENGTH OF 18.61 FEET, THE CHORD OF WHICH BEARS NORTH $36^{\circ}20'17''$ EAST, A DISTANCE OF 17.44 FEET, TO A POINT OF TANGENCY;

THENCE NORTH $00^{\circ}48'00''$ EAST, A DISTANCE OF 885.57 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'27''$, AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS NORTH $44^{\circ}12'13''$ WEST, A DISTANCE OF 28.29 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH $89^{\circ}12'26''$ EAST, A DISTANCE OF 214.86 FEET;

THENCE SOUTH $00^{\circ}47'33''$ WEST, A DISTANCE OF 235.22 FEET;

THENCE NORTH $89^{\circ}12'27''$ WEST, A DISTANCE OF 51.99 FEET;

THENCE SOUTH $00^{\circ}47'33''$ WEST, A DISTANCE OF 1214.28 FEET;

THENCE NORTH $81^{\circ}19'48''$ EAST, A DISTANCE OF 36.98 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 10588.50 FEET, A CENTRAL ANGLE OF $06^{\circ}37'52''$, AN ARC LENGTH OF 1225.46 FEET, THE CHORD OF WHICH BEARS NORTH $84^{\circ}38'44''$ EAST, A DISTANCE OF 1224.77 FEET, TO A POINT OF TANGENCY;

THENCE NORTH $87^{\circ}57'40''$ EAST, A DISTANCE OF 144.34 FEET;

THENCE NORTH $00^{\circ}15'52''$ WEST, A DISTANCE OF 234.48 FEET;

THENCE NORTH $89^{\circ}40'22''$ EAST, A DISTANCE OF 203.15 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 482.00 FEET, A CENTRAL ANGLE OF $55^{\circ}45'46''$, AN ARC LENGTH OF 469.10 FEET, THE CHORD OF WHICH BEARS SOUTH $50^{\circ}40'52''$ EAST, A DISTANCE OF 450.81 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH $78^{\circ}33'45''$ EAST, A DISTANCE OF 23.71 FEET, TO A POINT OF CURVATURE;

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THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 206.00 FEET, A CENTRAL ANGLE OF 29°52'35", AN ARC LENGTH OF 107.42 FEET, THE CHORD OF WHICH BEARS SOUTH 63°37'28" EAST, A DISTANCE OF 106.20 FEET, TO THE NORTHERLY RIGHT OF WAY OF UNION PACIFIC RAILROAD, BEING A POINT OF NON-TANGENCY;

THENCE SOUTH 87°57'31" WEST, A DISTANCE OF 753.44 FEET, ALONG THE NORTHERLY RIGHT OF WAY OF UNION PACIFIC RAILROAD, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5929.65 FEET, A CENTRAL ANGLE OF 12°13'08", AN ARC LENGTH OF 1264.56 FEET, THE CHORD OF WHICH BEARS SOUTH 82°57'49" WEST, A DISTANCE OF 1262.17 FEET, ALONG THE NORTHERLY RIGHT OF WAY OF UNION PACIFIC RAILROAD, TO A POINT OF TANGENCY;

THENCE SOUTH 77°57'58" WEST, A DISTANCE OF 1350.00 FEET, ALONG THE NORTHERLY RIGHT OF WAY OF UNION PACIFIC RAILROAD;

THENCE SOUTH 77°57'58" WEST, A DISTANCE OF 1350.00 FEET, ALONG THE NORTHERLY RIGHT OF WAY OF UNION PACIFIC RAILROAD;

THENCE SOUTH 77°57'58" WEST, A DISTANCE OF 1350.00 FEET, ALONG THE NORTHERLY RIGHT OF WAY OF UNION PACIFIC RAILROAD;

THENCE SOUTH 77°57'58" WEST, A DISTANCE OF 1325.90 FEET, ALONG THE NORTHERLY RIGHT OF WAY OF UNION PACIFIC RAILROAD, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;

THENCE NORTH 00°21'27" WEST, A DISTANCE OF 184.11 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 33;

THENCE NORTH 00°32'35" WEST, A DISTANCE OF 122.15 FEET, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28;

THENCE NORTH 77°57'58" EAST, A DISTANCE OF 1300.00 FEET;

THENCE NORTH 77°57'58" EAST, A DISTANCE OF 1351.74 FEET;

THENCE NORTH 00°37'26" WEST, A DISTANCE OF 950.00 FEET

THENCE NORTH 00°37'26" WEST, A DISTANCE OF 936.40 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 88°47'54", AN ARC LENGTH OF 31.00 FEET, THE CHORD OF WHICH BEARS NORTH 45°01'23" WEST, A DISTANCE OF 27.99 FEET, TO A POINT OF NON-TANGENCY;

THENCE SOUTH 89°25'20" EAST, A DISTANCE OF 52.63 FEET;

THENCE SOUTH 89°12'26" EAST, A DISTANCE OF 0.96 FEET, TO THE POINT OF BEGINNING.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70691262-2

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

LEGAL DESCRIPTION PREPARED BY:
KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL A WESTWOOD TEAM
10333 E. DRY CREEK ROAD, SUITE 240 ENGLEWOOD, CO 80112

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD70691262-2

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.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

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Schedule B, Part II
(Exceptions)

Order Number: ABD70691262-2

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.**
- 9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 26, 1896 IN BOOK A24 AT PAGE [504](#).**

(AFFECTS SE1/4 SECTION 28).
- 10. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:**
 - (1) ALL COAL AND APPURTENANT RIGHTS;**
 - (2) SUCH RIGHT-OF-WAY AND GROUND AS SHALL BE NECESSARY FOR THE PROPER WORKING OF COAL MINES;**
 - (3) A 200 FOOT STRIP OF LAND FOR THE TRANSPORTATION OF COAL; AND**
 - (4) A 400 FOOT STRIP OF LAND TO OPERATE AND MAINTAIN ITS RAILROAD;****AS CONTAINED IN DEED RECORDED DECEMBER 15, 1906, IN BOOK 25 AT PAGE [168](#), AND ANY ASSIGNMENTS THEREOF, INTERESTS THEREIN OR RIGHTS THEREUNDER.**

(AFFECTS SECTION 27)

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Schedule B, Part II
(Exceptions)

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11. RESERVATIONS BY THE UNION PACIFIC LAND COMPANY OF:
(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED JUNE 15, 1909, IN BOOK 25 AT PAGE [220](#), AND ANY ASSIGNMENTS THEREOF, INTERESTS THEREIN OR RIGHTS THEREUNDER.

(AFFECTS SECTION 33)
12. UNDIVIDED 1/16TH GRANTORS INTEREST IN ALL OIL, GAS AND OTHER MINERAL RIGHTS, AS RESERVED BY R.L. FINK IN DEED RECORDED OCTOBER 1, 1943 IN BOOK 291 AT PAGE [220](#), AND ANY INTEREST THEREIN OR RIGHTS THEREUNDER.

(AFFECTS SECTION 27)
13. RIGHT OF WAY AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED FEBRUARY 18, 1953 IN BOOK 458 AT PAGE [483](#).

(AFFECTS N1/2 N1/2 SECTION 33)
14. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 12, 1953, IN BOOK 460 AT PAGE [184](#).

(AFFECTS SW1/4 SECTION 27)
15. ANY TAX OR ASSESSMENT BY REASON OF THE INCLUSION OF SUBJECT PROPERTY WITHIN THE BENNETT FIRE PROTECTION DISTRICT AS SET FORTH IN DECREE RECORDED OCTOBER 02, 1962 IN BOOK 1018 AT PAGE [159](#).

(AFFECTS SECTIONS 28 AND 33)
16. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LOST CREEK GROUND WATER MANAGEMENT DISTRICT AS EVIDENCED BY INSTRUMENT RECORDED MARCH 07, 1974, IN BOOK 1916 AT PAGE [912](#).

(AFFECTS SECTION 27)
17. UNDIVIDED 1/6 INTEREST IN ALL OIL, GAS AND OTHER MINERAL RIGHTS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AT ALL TIMES FOR THE PURPOSE OF MINING, DRILLING, EXPLORING, OPERATING AND DEVELOPING SAID LAND FOR OIL, GAS AND OTHER MINERALS AND STORING, HANDLING, TRANSPORTING AND MARKETING THE SAME THEREFROM WITH THE RIGHT TO REMOVE FROM SAID LAND ALL OF GRANTEE'S PROPERTY AND IMPROVEMENTS, AS CONVEYED TO JACK DWAYNE DANFORD IN DEED RECORDED JANUARY 24, 1980 IN BOOK 2425 AT PAGE [37](#), AND ANY INTERESTS THEREIN OR RIGHTS THEREUNDER.

(AFFECTS SECTION 27)

ALTA COMMITMENT
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(Exceptions)

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18. TERMS, CONDITIONS AND PROVISIONS OF CLARIFICATION AND STIPULATION OF OWNERSHIP AS TO MINERALS RECORDED JULY 10, 1980 IN BOOK 2471 AT PAGE [697](#).

(AFFECTS SECTION 27)

19. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT OF INTEREST RECORDED FEBRUARY 24, 1981 IN BOOK 2533 AT PAGE [377](#).

(AFFECTS SECTION 27)

20. TERMS, CONDITIONS AND PROVISIONS OF UNDERGROUND FACILITIES (SENATE BILL 172) RECORDED NOVEMBER 30, 1981 IN BOOK 2603 AT PAGE [784](#). AND NOTICE RECORDED IN BOOK 2603 AT PAGE [795](#).

(AFFECTS ALL)

21. TERMS, CONDITIONS AND PROVISIONS OF STIPULATION AND CROSS CONVEYANCE RECORDED JUNE 22, 1984 IN BOOK 2886 AT PAGE [925](#).

(AFFECTS SECTION 27)

22. TERMS, CONDITIONS AND PROVISIONS OF ZONING HEARING DECISION RECORDED AUGUST 02, 1985 UNDER RECEPTION NO. [590195](#).

(AFFECTS SECTION 27)

23. THE EFFECT OF QUAIL RUN PRELIMINARY PUD RECORDED DECEMBER 18, 1985 UNDER RECEPTION NO. [618954](#), AS MODIFIED JANUARY 17, 1986 IN BOOK 3100 AT PAGE [920](#).

(AFFECTS SECTION 27)

24. TERMS, CONDITIONS AND PROVISIONS OF AVIGATION EASEMENT RECORDED FEBRUARY 27, 1986 IN BOOK 3114 AT PAGE [509](#).

(AFFECTS SECTION 27)

25. TERMS, CONDITIONS AND PROVISIONS OF RESTRICTIVE EASEMENT RECORDED FEBRUARY 27, 1986 IN BOOK 3114 AT PAGE [513](#).

(AFFECTS SECTION 27)

26. TERMS, CONDITIONS AND PROVISIONS OF AIR RIGHTS COVENANT RECORDED MAY 30, 1986 IN BOOK 3151 AT PAGE [682](#).

(AFFECTS SECTION 27)

27. THE EFFECT OF AURORA INDUSTRIAL AIR PARK GENERAL DEVELOPMENT PLAN RECORDED NOVEMBER 17, 1986 UNDER RECEPTION NO. [695608](#).

(AFFECTS SECTION 27)

ALTA COMMITMENT
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(Exceptions)

Order Number: ABD70691262-2

28. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED NOVEMBER 25, 1986 IN BOOK 3236 AT PAGE [363](#).

(AFFECTS SECTION 27)

29. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT BY AND BETWEEN FRONT RANGE FARMS, A GENERAL PARTNERSHIP AND THE CITY OF AURORA RECORDED JANUARY 03, 1990 IN BOOK 3636 AT PAGE [198](#).

(AFFECTS SECTION 33)

30. TERMS, CONDITIONS AND PROVISIONS OF FRONT RANGE FARMS, GENERAL DEVELOPMENT PLAN, P.U.D. RECORDED JANUARY 08, 1990 AT RECEPTION NO. [922920](#).

(AFFECTS SECTION 33)

31. TERMS, CONDITIONS AND PROVISIONS OF AMENDMENT TO ADAMS COUNTY ZONING REGULATIONS CASE NO. 23-91-RA, FRONT RANGE AIRPORT INFLUENCE ZONE RECORDED MAY 23, 1991 IN BOOK 3780 AT PAGE [622](#).

(AFFECTS ALL)

32. TERMS, CONDITIONS AND PROVISIONS OF TAXIWAY CONSTRUCTION AND CONVEYANCE AGREEMENT RECORDED JULY 16, 1993 IN BOOK 4112 AT PAGE [328](#).

RULE AND ORDER RECORDED JANUARY 21, 1997 IN BOOK 4923 AT PAGE [64](#).

(AFFECTS SECTION 27)

33. RESERVATIONS AS CONTAINED IN DEEDS DATED NOVEMBER 14, 1997, RECORDED NOVEMBER 19, 1997 IN BOOK 5160 AT PAGE [399](#), IN BOOK 5160 AT PAGE [422](#), AND IN BOOK 5160 AT PAGE [445](#).

(AFFECTS SECTION 27)

34. RESERVATIONS AS CONTAINED IN QUIT CLAIM MINERAL DEED RECORDED NOVEMBER 19, 1997, IN BOOK 5160 AT PAGE [476](#).

(AFFECTS SECTION 27)

35. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT PARK AND RECREATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 15, 2000, IN BOOK 6222 AT PAGE [563](#), AND IN INSTRUMENT RECORDED JANUARY 22, 2001 UNDER RECEPTION NO. [C0753045](#), AS AMENDED BY INSTRUMENT RECORDED AUGUST 15, 2003 UNDER RECEPTION NOS. [C1193676](#) AND [C1193677](#).

(AFFECTS ALL)

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36. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE FOR NORTHEAST PLAINS ZONE DISTRICT RECORDED NOVEMBER 05, 2001 AT RECEPTION NO. [C0882066](#).

(AFFECTS SECTIONS 27 AND 33)

37. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [C0971790](#).

(AFFECTS SECTION 27)

38. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [C0971794](#).

(AFFECTS SECTION 33)

39. CONVEYANCE OF ALL RIGHT, TITLE AND INTEREST, INCLUDING MINERAL INTEREST OF ANY KIND, AS SET FORTH IN DEED RECORDED JUNE 26, 2006 UNDER RECEPTION NO. [20060626000646110](#) AND SPECIAL WARRANTY DEED, ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED JANUARY 7, 2013 UNDER RECEPTION NO. [2013000001583](#).

(AFFECTS SECTIONS 27 AND 28)

40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSPORT FRAMEWORK DEVELOPMENT PLAN RECORDED FEBRUARY 16, 2007 UNDER RECEPTION NO. [2007000016928](#).

(AFFECTS ALL)

41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSPORT DEVELOPMENT AGREEMENT RECORDED MARCH 07, 2007 UNDER RECEPTION NO. [2007000023909](#).

(AFFECTS ALL)

42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSPORT INTERM FACILITIES AGREEMENT RECORDED MARCH 07, 2007 UNDER RECEPTION NO. [2007000023910](#).

(AFFECTS ALL)

43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED MARCH 07, 2007 UNDER RECEPTION NO. [2007000023911](#).

(AFFECTS ALL)

44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED MARCH 27, 2007 UNDER RECEPTION NO. [2007000030914](#).

(AFFECTS SECTION 28)

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45. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TRANSPORT METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED MAY 01, 2012, UNDER RECEPTION NO. [2012000031328](#).

ORDER GRANTING EXCLUSION (RAIL/INDUSTRIAL PARCEL) RECORDED APRIL 30, 2019 UNDER RECEPTION NO. [2019000031736](#).

(AFFECTS SECTION 27)

46. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034984](#).

(AFFECTS SECTIONS 27 AND 28)

47. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034985](#).

(AFFECTS SECTIONS 27 AND 28)

48. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034986](#).

(AFFECTS SECTIONS 27 AND 28)

49. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034987](#).

(AFFECTS SECTIONS 27 AND 28)

50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AGREEMENT EVIDENCED BY MEMORANDUM THEREOF RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034989](#) AND RECORDED MAY 24, 2012 UNDER RECEPTION NO. [20120000037453](#).

RATIFICATION OF SURFACE USE AGREEMENT RECORDED MAY 8, 2013 UNDER RECEPTION NO. [2013000039097](#).

(AFFECTS SECTIONS 27 AND 28)

51. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 24, 2012 UNDER RECEPTION NO. [2012000037454](#).

(AFFECTS SECTIONS 27 AND 28)

52. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 24, 2012 UNDER RECEPTION NO. [2012000037455](#).

(AFFECTS SECTIONS 27 AND 28)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
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53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PARTICIPATION AGREEMENT EVIDENCED BY MEMORANDUM THEREOF RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034988](#) AND RECORDED MAY 24, 2012 UNDER RECEPTION NO. [20120000037456](#).

(AFFECTS SECTIONS 27 AND 28)

54. MEMORANDUM OF OIL AND GAS LEASE RECORDED DECEMBER 26, 2012 UNDER RECEPTION NO. [2012000097994](#).

AFFIDAVIT OF EXTENSION OF LEASE RECORDED DECEMBER 20, 2018 UNDER RECEPTION NO. [2018000101635](#).

(AFFECTS SECTION 33)

55. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED MAY 24, 2013 UNDER RECEPTION NO. [2013000044261](#).

(AFFECTS SECTION 28)

56. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED DECEMBER 02, 2013 UNDER RECEPTION NO. [2013000101334](#) AND RESOLUTION FOR ZONING HEARING DECISION RECORDED OCTOBER 30, 2013 UNDER RECEPTION NO. [2013000093709](#) AND RESOLUTION APPROVING SAID DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2013 UNDER RECEPTION NO. [2013000104445](#).

(AFFECTS SECTIONS 28 AND 33)

57. AFFIDAVIT OF NON-DEVELOPEMENT RECORDED JANUARY 28, 2014 UNDER RECEPTION NO. [2014000005878](#).

(AFFECTS SECTION 33)

58. AFFIDAVIT OF NON-DEVELOPMENT RECORDED OCTOBER 9, 2014 UNDER RECEPTION NO. [2014000069921](#).

(AFFECTS SECTION 28)

59. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TENANTS IN COMMON AGREEMENT RECORDED FEBRUARY 10, 2015 UNDER RECEPTION NO. [2015000009182](#).

(AFFECTS ALL)

60. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SECOND AMENDMENT TO THE TENANTS IN COMMON AGREEMENT RECORDED JULY 22, 2015 UNDER RECEPTION NO. [2015000059140](#) AND RECORDED SEPTEMBER 08, 2015 UNDER RECEPTION NO. [2015000078075](#).

(AFFECTS ALL)

ALTA COMMITMENT
Old Republic National Title Insurance Company
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Order Number: ABD70691262-2

61. TERMS, CONDITIONS AND PROVISIONS OF AFFIDAVIT OF OWNERSHIP RECORDED AUGUST 23, 2016 AT RECEPTION NO. [2016000069797](#).

(AFFECTS SECTION 33)

62. OIL AND GAS LEASE RECORDED NOVEMBER 29, 2016 UNDER RECEPTION NO. [2016000102236](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS SECTIONS 27 AND 28)

63. OIL AND GAS LEASE RECORDED NOVEMBER 29, 2016 UNDER RECEPTION NO. [2016000102240](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS SECTIONS 27 AND 28)

64. OIL AND GAS LEASE RECORDED NOVEMBER 29, 2016 UNDER RECEPTION NO. [2016000102245](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS SECTIONS 27 AND 28)

65. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED NOVEMBER 30, 2016 UNDER RECEPTION NO. [2016000102936](#). AND RECORDED DECEMBER 5, 2016 UNDER RECEPTION NO. [2016000105179](#).

(AFFECTS SECTIONS 27 AND 28)

66. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST RECORDED JANUARY 18, 2017 UNDER RECEPTION NO. [2017000004761](#).

(AFFECTS SECTION 28)

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

Order Number: ABD70691262-2

67. ANY LOSS OR DAMAGE SUSTAINED BY THE INSURED RESULTING FROM CIVIL ACTION NO. 2017-CV-30269 PENDING IN THE DISTRICT COURT IN AND FOR THE OF COUNTY ADAMS ENTITLED WEP TRANSPORT HOLDINGS, LLC; WESTERN TRANSPORT, LLC; ECARG RESOURCES, LLC; COLORADO MAVERICK COMPANY, LLC; AND TREE TOP LP., PLAINTIFF (S), VS. BISON OIL & GAS, LLC, BISON EXPLORATION, LLC; AND EXTRACTION OIL & GAS, INC., DEFENDANT (S). NOTICE OF LIS PENDENS RECORDED FEBRUARY 24, 2017, UNDER RECEPTION NO. [2017000017309](#).

THE FOLLOWING DOCUMENTS RECORDED IN CONNECTION THEREWITH:
TRANSCRIPT OF JUDGMENT RECORDED MAY 1, 2020 UNDER RECEPTION NO. [2020000039877](#).
CERTIFICATE OF LEVY RECORDED JUNE 2, 2020 UNDER RECEPTION NO. [2020000049385](#).
AMENDED CERTIFICATE OF LEVY RECORDED JUNE 23, 2020 UNDER RECEPTION NO. [2020000056952](#).
NOTICE OF SATISFACTION OF ATTORNEYS' FEES JUDGMENT RECORDED AUGUST 13, 2020 UNDER RECEPTION NO. [2020000078250](#), [2020000078251](#).
NOTICE OF SATISFACTION OF MERITS JUDGMENT RECORDED AUGUST 13, 2020 UNDER RECEPTION NO. [2020000078253](#).

(AFFECTS SECTIONS 27 AND 28)

68. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AND COMPENSATION AGREEMENT RECORDED FEBRUARY 06, 2018 UNDER RECEPTION NO. [2018000010896](#) AND FIRST AMENDMENT THERETO RECORDED AUGUST 6, 2018 UNDER RECEPTION NO. [2018000063415](#) AND SECOND AMENDMENT THERETO RECORDED FEBRUARY 20, 2019 UNDER RECEPTION NO. [2019000012199](#).

(AFFECTS SECTION 33)

69. TERMS, CONDITIONS, PROVISIONS AND RESERVATIONS OF SPECIAL WARRANTY DEED (MINERALS) RECORDED SEPTEMBER 14, 2018 AT RECEPTION NO. [2018000074984](#).

(AFFECTS ALL)

70. TERMS, CONDITIONS, PROVISIONS AND RESERVATIONS OF SPECIAL WARRANTY DEED (MINERALS) RECORDED SEPTEMBER 14, 2018 AT RECEPTION NO. [2018000074986](#).

(AFFECTS ALL)

71. ANY AND ALL WATER RIGHTS CONVEYED BY QUIT CLAIM DEED RECORDED SEPTEMBER 14, 2018 AT RECEPTION NO. [2018000074988](#).

(AFFECTS ALL)

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

Order Number: ABD70691262-2

72. DEED OF TRUST FROM A BUYER TO BE DETERMINED IN THE AMOUNT OF \$23,500,000.00 RECORDED SEPTEMBER 14, 2018, PAYABLE TO AMAPOLA LLC, A NEVADA LIMITED LIABILITY COMPANY UNDER RECEPTION NO. [2018000074991](#).

AMENDMENT TO DEED OF TRUST RECORDED OCTOBER 28, 2019 UNDER RECEPTION NO. [2019000092788](#).

(AFFECTS ALL)

73. DEED OF TRUST DATED DECEMBER 28, 2018, FROM WESTERN TRANSPORT LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF AMAPOLIA LLC, A NEVADA LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$4,800,000.00 RECORDED DECEMBER 28, 2018, UNDER RECEPTION NO. [2018000103425](#).

AMENDMENT TO SECOND DEED OF TRUST RECORDED JUNE 27, 2019 UNDER RECEPTION NO. [2019000050274](#).

(AFFECTS ALL)

74. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT-OF-WAY CONTRACT RECORDED MARCH 01, 2019 UNDER RECEPTION NO. [2019000015230](#) AND AMENDMENT THERETO RECORDED MARCH 1, 2019 UNDER RECEPTION NO. [2019000015231](#).

(AFFECTS SECTION 33)

75. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE TRANSPORT METROPOLITAN DISTRICT NO. 3, RECORDED APRIL 29, 2019 UNDER RECEPTION NO. [2019000031308](#).

(AFFECTS SECTIONS 27 AND 28)

76. OIL AND GAS LEASE BETWEEN THE UNITED STATES OF AMERICA AND ANADARKO E & P COMPANY LP, RECORDED JULY 11, 2019 UNDER RECEPTION NO. [2019000054369](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS SECTION 33)

77. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 01, 2020 UNDER RECEPTION NO. [2020000085664](#).

(AFFECTS SECTION 33)

78. NOTWITHSTANDING THE INSURING CLAUSES OF THE POLICY, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF A LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.



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.



**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 Corporation

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



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 Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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