



## 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: **ABD70804629**

Date: **04/27/2023**

Property Address: **PA 9 BOX ELDER, AURORA, CO 00000**

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

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**For Closing Assistance**

Charles Ottinger  
3033 EAST FIRST AVENUE, SUITE  
600  
DENVER, CO 80206  
(303) 331-6216 (Work)  
(303) 393-3870 (Work Fax)  
[cottinger@ltgc.com](mailto:cottinger@ltgc.com)  
Company License: CO44565

**Closer's Assistant**

Emily Musselman  
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Company License: CO44565

**For Title Assistance**

David Knapp  
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GREENWOOD VILLAGE, CO 80111  
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SAUNDERS COMMERCIAL DEVELOPMENT  
COMPANY LLC  
Attention: BRETT PARMELEE  
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(303) 549-3644 (Cell)  
[b.parmelee@saundersinc.com](mailto:b.parmelee@saundersinc.com)  
Delivered via: Electronic Mail

L C FULENWIDER INC  
Attention: ERIK PRAKOP  
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DENVER, CO 80202  
(303) 295-3071 (Work)  
(303) 295-1735 (Work Fax)  
[erik@fulenwider.com](mailto:erik@fulenwider.com)  
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DIBC CARGO, LLC  
Attention: RICK WELLS  
1125 17TH STREET, SUITE 2500  
DENVER, CO 80202  
[rwells@fulenwider.com](mailto:rwells@fulenwider.com)  
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BROWNSTEIN HYATT FARBER & SCHRECK LLP  
Attention: SEAN BAHOSHY  
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HUSCH BLACKWELL LLC  
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[kevin.kelley@huschblackwell.com](mailto:kevin.kelley@huschblackwell.com)  
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L C FULENWIDER INC  
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LAND TITLE GUARANTEE COMPANY  
Attention: MINDY HUMPHREY  
3033 EAST FIRST AVENUE SUITE 600  
DENVER, CO 80206  
(303) 618-6569 (Cell)  
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mhumphrey@ltgc.com  
Delivered via: Electronic Mail



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

Order Number: **ABD70804629**

Date: **04/27/2023**

Property Address: **PA 9 BOX ELDER, AURORA, CO 00000**

Parties: **SAUNDERS COMMERCIAL DEVELOPMENT COMPANY LLC, A COLORADO LIMITED LIABILITY COMPANY**

**DIBC CARGO, LLC, A COLORADO LIMITED LIABILITY COMPANY**

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

| <b>Estimate of Title insurance Fees</b>   |                  |
|---|------------------|
| "ALTA" Owner's Policy 07-30-21 Builder/Developer Rate   | TBD              |
| Tax Certificate   | \$243.00         |
|   | <b>Total TBD</b> |
| If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing. |                  |
| <b>Thank you for your order!</b>  |                  |

**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 05/24/2004 under reception no. 20040524000397390](#)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

Order Number: ABD70804629

**Property Address:**

PA 9 BOX ELDER, AURORA, CO 00000

**1. Commitment Date:**

04/19/2023 at 5:00 P.M.

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

"ALTA" Owner's Policy 07-30-21 Builder/Developer Rate

TBD

Proposed Insured:

SAUNDERS COMMERCIAL DEVELOPMENT COMPANY LLC, A  
COLORADO LIMITED LIABILITY COMPANY

**3. The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

**4. The Title is, at the Commitment Date, vested in:**

DIBC CARGO, LLC, A COLORADO LIMITED LIABILITY COMPANY

**5. The Land is described as follows:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 7, THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER OF SECTION 7, SOUTH 00°46'20"E A DISTANCE OF 377.06 FEET; THENCE S89°13'40"W A DISTANCE OF 72.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HARVEST ROAD RECORDED AT RECEPTION NO. 20060212000496480 AND THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S00°46'20"E A DISTANCE OF 1946.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HARVEST ROAD AS DEDICATED BY BOX ELDER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2022000012967;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) CONSECUTIVE COURSES:

1) S04°27'53"W A DISTANCE OF 109.56 FEET;

2) THENCE S00°46'20"E A DISTANCE OF 105.08 FEET TO A POINT OF CURVATURE AND A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 60TH AVENUE AS DEDICATED BY SAID BOX ELDER SUBDIVISION FILING NO. 1;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES:

1) 116.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 88°50'22", AND A CHORD WHICH BEARS S43°38'51"W A DISTANCE OF 104.99 FEET;

2) THENCE S88°04'02"W A DISTANCE OF 147.32 FEET;

3) THENCE S87°03'43"W A DISTANCE OF 189.84 FEET TO THE SOUTHEAST CORNER OF TRACT B, OF SAID BOX ELDER SUBDIVISION FILING NO. 1;

THENCE ALONG THE EASTERLY LINE OF SAID TRACT B THE FOLLOWING FIVE (5) CONSECUTIVE COURSES:

1) N62°45'34"W A DISTANCE OF 183.47 FEET;

2) THENCE N17°18'32"E A DISTANCE OF 193.36 FEET;

3) THENCE N05°44'27"E A DISTANCE OF 113.71 FEET;

4) THENCE N05°45'39"E A DISTANCE OF 282.15 FEET;

5) THENCE N17°06'52"W A DISTANCE OF 138.72 FEET;

THENCE N72°53'08"E A DISTANCE OF 35.19 FEET;

THENCE N08°05'55"W A DISTANCE OF 68.49 FEET;

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABD70804629**

THENCE N07°58'42"W A DISTANCE OF 837.88 FEET;  
THENCE N41°42'49"W A DISTANCE OF 55.50 FEET TO A POINT ON SAID EASTERLY LINE;  
THENCE ALONG SAID EASTERLY LINE THE FOLLOWING THREE (3) CONSECUTIVE COURSES:  
1) N25°24'37"E A DISTANCE OF 17.43 FEET;  
2) THENCE N02°03'27"W A DISTANCE OF 443.10 FEET;  
3) THENCE N25°25'43"W A DISTANCE OF 44.04 FEET;  
THENCE N89°13'40"E A DISTANCE OF 653.53 FEET TO THE POINT OF BEGINNING.

**BASIS OF BEARINGS:**

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO ASSUMED TO BEAR N88°21'19"E AND BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25379 AT THE NORTH QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #23521 AT THE NORTHEAST CORNER.

**LEGAL DESCRIPTION PREPARED BY:**

SCOTT A. AREHART, PLS 38314  
FOR AND ON BEHALF OF  
MARTIN/MARTIN, INC.  
12499 WEST COLFAX AVENUE  
LAKEWOOD, CO 80215

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABD70804629

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

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

2. SPECIAL WARRANTY DEED FROM DIBC CARGO, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SAUNDERS COMMERCIAL DEVELOPMENT COMPANY LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: THE STATEMENT OF AUTHORITY OF DIBC CARGO, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED OCTOBER 20, 2021 UNDER RECEPTION NO. [2021000123773](#) DISCLOSES THE FOLLOWING AUTHORIZED SIGNATORIES:

L.C. FULENWIDER, III, AS CEO OF L.C. FULENWIDER, INC., AS MANAGER OF THE COMPANY;  
FERDINAND L. BELZ III, AS PRESIDENT OF L.C. FULENWIDER, INC., AS MANAGER OF THE COMPANY;  
H. RICKEY WELLS, AS VICE PRESIDENT OF L.C. FULENWIDER, INC., AS MANAGER OF THE COMPANY;  
MARCIA A. LUJAN, AS VICE PRESIDENT OF L.C. FULENWIDER, INC., AS MANAGER OF THE COMPANY;  
MARK THROCKMORTON, AS VICE PRESIDENT OF L.C. FULENWIDER, INC., AS MANAGER OF THE COMPANY.

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

Order Number: ABD70804629

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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. 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 DECEMBER 18, 1907, IN BOOK 25 AT PAGE [190](#).

NOTE: QUIT CLAIM DEED RECORDED APRIL 14, 1971 IN BOOK 1684 AT PAGE [281](#) AND MINERAL DEED RECORDED FEBRUARY 25, 1972 IN BOOK 1782 AT PAGE [507](#) AND DEED RECORDED FEBRUARY 6, 2020 UNDER RECEPTION NO. [2020000011990](#).

NOTE: RELEASE AND QUIT CLAIM DEED RECORDED NOVEMBER 23, 1998 IN BOOK 5547 AT PAGE [272](#).

NOTE: RELINQUISHMENT AND DEED OF SURFACE ACCESS RIGHTS RECORDED FEBRUARY 15, 2022 UNDER RECEPTION NO. [2022000013675](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE OWNER'S AGREEMENTS RECORDED NOVEMBER 28, 1956 IN BOOK 637 AT PAGE [320](#), AND DECEMBER 17, 1984 IN BOOK 2947 AT PAGE [289](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SPECIAL WARRANTY DEED AND AGREEMENT RECORDED FEBRUARY 05, 1991 IN BOOK 3749 AT PAGE [21](#).

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

**Order Number:** ABD70804629

12. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM OF PARTITION AGREEMENT RECORDED FEBRUARY 05, 1991 IN BOOK 3749 AT PAGE [34](#).

NOTE: PARTIAL RELEASE OF PARTITION AGREEMENT RECORDED JUNE 6, 1995 IN BOOK 4530 AT PAGE [580](#).

13. INCLUSION OF SUBJECT PROPERTY IN THE E-470 PUBLIC HIGHWAY AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 19, 1995, IN BOOK 4646 AT PAGE [979](#).

14. ZONING ORDINANCE RECORDED DECEMBER 18, 2000 UNDER RECEPTION NO. [C0742768](#).

15. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 20, 2002 UNDER RECEPTION NO. [C0971434](#).

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JULY 05, 2002 UNDER RECEPTION NO. [C0992170](#).

17. OIL AND GAS LEASE BETWEEN ANADARKO LAND CORP., A NEBRASKA CORPORATION, LESSOR, AND BURLINGTON RESOURCES OIL & GAS COMPANY LP, A DELAWARE LIMITED PARTNERSHIP, LESSEE, RECORDED JULY 19, 2018 UNDER RECEPTION NO. [2018000057894](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN LEASE ACQUISITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN ANADARKO PETROLEUM CORPORATION; ANADARKO E&P COMPANY LP; ANADARKO LAND CORP; BURLINGTON RESOURCES OIL & GAS COMPANY LP; AND COP BROG I LLC AS MEMORIALIZED BY MEMORANDUM OF AGREEMENT AND LEASE RECORDED DECEMBER 26, 2012 UNDER RECEPTION NO. [2012000097994](#).

NOTE: PARTIAL RELEASE OF OIL AND GAS LEASE AND LEASE ACQUISITION AND DEVELOPMENT AGREEMENT RECORDED JULY 19, 2018 UNDER RECEPTION NO. [2018000057908](#).

19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE HM METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 13, 2020, UNDER RECEPTION NO. [2020000078609](#).

DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED DECEMBER 17, 2021 UNDER RECEPTION NO. [2021000146991](#).

DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE HM DISTRICT NO. 2 PUBLIC IMPROVEMENT FEE RECORDED DECEMBER 17, 2021 UNDER RECEPTION NO. [2021000146992](#).

20. OBLIGATION FOR REPAYMENT OF PROPORTIONATE SHARE OF EXISTING BONDED INDEBTEDNESS OF THE SABLE-ALTURA FIRE PROTECTION DISTRICT AS SET FORTH IN AMENDED ORDER OF EXCLUSION OF REAL PROPERTY RECORDED JULY 14, 2020 UNDER RECEPTION NO. [2020000064812](#).

21. ALL WATER AND WATER RIGHTS; MINERALS AND MINERAL RIGHTS, AS CONVEYED TO UNDERGROUND LLC, A COLORADO LIMITED LIABILITY COMPANY BY THE DEED RECORDED DECEMBER 8, 2020 UNDER RECEPTION NO. [2020000127476](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FULENWIDER MASTER PLAN RECORDED JANUARY 28, 2021 UNDER RECEPTION NO. [2021000010572](#) AND AMENDMENT 1 THERETO RECORDED NOVEMBER 15, 2022 UNDER RECEPTION NO. [2022000091384](#).

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

**Order Number:** ABD70804629

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STORMWATER MAINTENANCE AGREEMENTS RECORDED FEBRUARY 16, 2022 UNDER RECEPTION NO. [2022000014606](#); FEBRUARY 17, 2022 UNDER RECEPTION NO. [2022000015474](#); AND APRIL 18, 2023 UNDER RECEPTION NO. [2023000021228](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN E 60TH AVENUE AT DENALI LOGISTICS PARK SITE PLAN RECORDED MARCH 04, 2022 UNDER RECEPTION NO. [2022000020357](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN HARVEST ROAD AT DENALI LOGISTICS PARK RECORDED MARCH 01, 2023 UNDER RECEPTION NO. [2023000010854](#).



# ALTA 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 Amount of insurance 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) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "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.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not 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) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM**

- (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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction
- (c) 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 IS 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. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election 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, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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



Craig B. Rants, Senior Vice President



**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 2021 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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## 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.