



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: **RND70811264-5**

Date: **08/06/2024**

Property Address: **WINDLER SUBDIVISION FILING NO. 4, AURORA, CO 80019**

For Closing Assistance

For Title Assistance

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

Agent for Seller

WESTWOOD PROFESSIONAL SERVICES INC
Attention: TOM ODLE
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112
(937) 269-1896 (Cell)
(720) 249-3575 (Work)
Tom.Odle@westwoodps.com
Delivered via: Electronic Mail

Agent for Seller

WESTWOOD PROFESSIONAL SERVICES INC
Attention: MIKE PARK
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112
Mike.Park@westwoodps.com
Delivered via: Electronic Mail

Agent for Seller

WESTWOOD PROFESSIONAL SERVICES INC
Attention: PATRICK STEENBURG
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112-1562
(720) 482-9526 (Work)
patrick.steenburg@westwoodps.com
Delivered via: Electronic Mail

Agent for Seller

WESTWOOD PROFESSIONAL SERVICES INC
Attention: JIM JANNICKE
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112
James.Jannicke@westwoodps.com
Delivered via: Electronic Mail

Agent for Seller

WESTWOOD PROFESSIONAL SERVICES INC
Attention: CHERYL
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112
cheryl@livewindler.com
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: RND70811264-5

Date: 08/06/2024

Property Address: WINDLER SUBDIVISION FILING NO. 4, AURORA, CO 80019

Seller(s): CHRISTOPHER FELLOWS, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 27, 2023 UNDER RECEPTION NOS. 2023000055085, 2023000055086, 2023000055087, 2023000055088, 2023000055089, 2023000055090, 2023000055091, 2023000055092; 2023000055093, 2023000055094, AND 2023000055140; AND TIMOTHY O'CONNOR, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NOS. 2023000055210, 2023000055211, 2023000055212, 2023000055213, 2023000055214, 2023000055215, 2023000055216, 2023000055217, 2023000055218, 2023000055219 AND 2023000055240 AND DUSTIN ANDERSON, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NOS. 2023000055273, 2023000055274, 2023000055275, 2023000055276, 2023000055277, 2023000055278, 2023000055279, 2023000055280, 2023000055281, 2023000055282, AND 2023000055297; AND DOUGLAS HATFIELD, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NOS. 2023000055325, 2023000055326, 2023000055327, 2023000055328, 2023000055329, 2023000055330, 2023000055331, 2023000055332, 2023000055333, 2023000055334, AND 2023000055343 AND KEVIN COLLINS, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NOS. 2023000055354, 2023000055355, 2023000055356, 2023000055357, 2023000055358, 2023000055359, 2023000055360, 2023000055361, 2023000055362, 2023000055363, AND 2023000055386 AND WINDLER OPERATIONS METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS TO THAT PROPERTY DESCRIBED IN DEED RECORDED MARCH 31, 2024 UNDER RECEPTION NO. 2024000029136 AND KB HOME COLORADO INC., A COLORADO CORPORATION, AS TO THAT PROPERTY DESCRIBED IN DEED RECORDED JUNE 5, 2024 UNDER RECEPTION NO. 2024000030277 AND GVP WINDLER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO THE REMAINDER

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
Tax Certificate (x31)	\$837.00
TOTAL	\$1,273.00

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 09/27/2022 under reception no. 2022000079809](#)

[Adams county recorded 04/02/2021 under reception no. 2021000041262](#)

[Adams county recorded 04/02/2021 under reception no. 2021000041296](#)

[Adams county recorded 04/01/2021 under reception no. 2021000040226](#)

[Adams county recorded 04/01/2021 under reception no. 2021000040475](#)

[Adams county recorded 04/01/2021 under reception no. 2021000040034](#)

[Adams county recorded 04/01/2021 under reception no. 2021000040218](#)

[Adams county recorded 05/31/2024 under reception no. 2024000029136](#)

[Adams county recorded 06/05/2024 under reception no. 2024000030277](#)

Plat Map(s):

[Adams county recorded 03/18/2024 under reception no. 2024000013716](#)

[Adams county recorded 04/23/2024 under reception no. 2024000020926](#)

[Adams county recorded 04/24/2024 under reception no. 2024000021334](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: RND70811264-5

Property Address:

WINDLER SUBDIVISION FILING NO. 4, AURORA, CO 80019

1. Effective Date:

07/30/2024 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:

CHRISTOPHER FELLOWS, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 27, 2023 UNDER RECEPTION NOS. 2023000055085, 202300055086, 202300055087, 202300055088, 202300055089, 202300055090, 202300055091, 202300055092; 202300055093, 202300055094, AND 2023000055140;

AND TIMOTHY O'CONNOR, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NOS. 2023000055210, 2023000055211, 2023000055212, 2023000055213, 2023000055214, 2023000055215, 2023000055216, 2023000055217, 2023000055218, 2023000055219 AND 2023000055240

AND DUSTIN ANDERSON, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NOS. 2023000055273, 2023000055274, 2023000055275, 2023000055276, 2023000055277, 2023000055278, 2023000055279, 2023000055280, 2023000055281, 2023000055282, AND 2023000055297;

AND DOUGLAS HATFIELD, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NOS. 2023000055325, 2023000055326, 2023000055327, 2023000055328, 2023000055329, 2023000055330, 2023000055331, 2023000055332, 2023000055333, 2023000055334, AND 2023000055343

AND KEVIN COLLINS, AS TO AN UNDIVIDED 1/32ND INTEREST IN AND TO PROPERTY DESCRIBED IN DEEDS RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NOS. 2023000055354, 2023000055355, 2023000055356, 2023000055357, 2023000055358, 2023000055359, 2023000055360, 2023000055361, 2023000055362, 2023000055363, AND 2023000055386

AND WINDLER OPERATIONS METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, AS TO THAT PROPERTY DESCRIBED IN DEED RECORDED MARCH 31, 2024 UNDER RECEPTION NO. 2024000029136

AND KB HOME COLORADO INC., A COLORADO CORPORATION, AS TO THAT PROPERTY DESCRIBED IN DEED RECORDED JUNE 5, 2024 UNDER RECEPTION NO. 2024000030277

AND GVP WINDLER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO THE REMAINDER

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

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: RND70811264-5

TRACTS A THROUGH O,
WINDLER SUBDIVISION FILING NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 2024
UNDER RECEPTION NO. [2024000013716](#).
COUNTY OF ADAMS, STATE OF COLORADO.

NOTE: TRACT H REPLATTED AND NOW KNOWN AS:
LOTS 1 THROUGH 18, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 55, INCLUSIVE, BLOCK 2
LOTS 1 THROUGH 27, INCLUSIVE, BLOCK 3
LOTS 1 THROUGH 25, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 35, INCLUSIVE, BLOCK 5,
LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 6,
LOTS 1 THROUGH 64, INCLUSIVE, BLOCK 7,
LOTS 1 THROUGH 18, INCLUSIVE, BLOCK 8,
LOTS 1 THROUGH 18, INCLUSIVE, BLOCK 9,
TRACTS A THROUGH Z AND TRACTS AA THROUGH OO,
WINDLER SUBDIVISION, FILING NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 2024
UNDER RECEPTION NO. [2024000020926](#).
COUNTY OF ADAMS, STATE OF COLORADO.

NOTE: TRACT J REPLATTED AND NOW KNOWN AS:
LOTS 1 THROUGH 33, INCLUSIVE, BLOCK 1,
LOTS 1 THROUGH 15, INCLUSIVE, BLOCK 2
LOTS 1 THROUGH 16, INCLUSIVE, BLOCK 3,
LOTS 1 THROUGH 20, INCLUSIVE, BLOCK 4,
LOTS 1 THROUGH 32, INCLUSIVE, BLOCK 5,
TRACTS A THROUGH T,
WINDLER SUBDIVISION, FILING NO. 8, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 2024
UNDER RECEPTION NO. [2024000021334](#).
COUNTY OF ADAMS, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: RND70811264-5

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.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: RND70811264-5

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. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE 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 UNRECORDED UNITED STATES PATENT TO CARL STOFFCHEN. THE REFERENCED DOCUMENT IS STORED IN OUR SYSTEM AS IMAGE [30659321](#).
10. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE 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 SEPTEMBER 14, 1894 IN BOOK A24 AT PAGE [359](#).
11. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE 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 JANUARY 19, 1895 IN BOOK A67 AT PAGE [140](#).
12. 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 JULY 19, 1919, IN BOOK 98 AT PAGE [319](#).

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

Order Number: RND70811264-5

13. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE SABLE-ALTURA FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JANUARY 27, 1972, UNDER RECEPTION NO. [948861](#) AND OCTOBER 3, 1972 UNDER RECEPTION NO. [975694](#).

NOTE: ORDER EXCLUDING CERTAIN TERRITORY FROM SAID DISTRICT RECORDED OCTOBER 11, 1996 IN BOOK 4857 AT PAGE [662](#). SAID ORDER STATES THAT SAID LAND SHALL REMAIN OBLIGATED FOR THE DISTRICT'S OUTSTANDING INDEBTEDNESS WHICH EXISTS ON JANUARY 1, 1997, PLUS INTEREST THEREON.

NOTE: ORDER OF EXCLUSION OF REAL PROPERTY FROM THE SABLE-ALTURA FIRE PROTECTION DISTRICT RECORDED DECEMBER 21, 2021 UNDER RECEPTION NO. [2021000147298](#). SAID ORDER STATES THAT SAID LAND SHALL REMAIN OBLIGATED FOR THE DISTRICT'S OUTSTANDING INDEBTEDNESS.

14. TERMS, CONDITIONS AND PROVISIONS OF SCHOOL SITE AGREEMENT RECORDED APRIL 10, 1986 IN BOOK 3130 AT PAGE [331](#).
15. MATTERS SET FORTH IN JUDGMENT AND DECREE ISSUED OUT OF DISTRICT COURT, WATER DIVISION 1, RECORDED MAY 14, 1987 IN BOOK 3317 AT PAGE [270](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE AGREEMENTS RECORDED JULY 22, 1987 IN BOOK 3345 AT PAGES [942](#) AND [950](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENTS RECORDED SEPTEMBER 23, 1987 IN BOOK 3369 AT PAGES [973](#) AND [986](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SLOPE EASEMENT RECORDED AUGUST 07, 1991 IN BOOK 3804 AT PAGE [241](#).

NOTE: NOTE: QUIT CLAIM DEED FROM THE CITY OF AURORA, RECORDED AUGUST 16, 2023 UNDER RECEPTION NO. [2023046810](#).

NOTE: NOTE: SAID EASEMENT TO BE VACATED BY THE CITY OF AURORA.

19. MULTI-USE EASEMENTS AND EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO OR FROM E-470 TAKEN BY E-470 PUBLIC HIGHWAY AUTHORITY PURSUANT TO RULE AND ORDER AND THE TERMS, CONDITIONS AND PROVISIONS SET FORTH THEREIN, RECORDED AUGUST 6, 1999 IN BOOK 5849 AT PAGE [596](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WINDLER HOMESTEAD FRAMEWORK DEVELOPMENT PLAN RECORDED MAY 24, 2004 UNDER RECEPTION NO. [20040524000394460](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT AGREEMENT RECORDED JUNE 09, 2004 UNDER RECEPTION NO. [20040609000464960](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CITY OF AURORA ZONING ORDINANCE RECORDED JUNE 30, 2004 AT RECEPTION NO. [20040630000556640](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED JULY 19, 2004 UNDER RECEPTION NO. [20040719000628140](#).

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

Order Number: RND70811264-5

24. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WH METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 19, 2004, UNDER RECEPTION NO. [20041119001173790](#) AND INSTRUMENT RECORDED AUGUST 24, 2021 UNDER RECEPTION NO. [2021000101131](#) AND INSTRUMENT RECORDED AUGUST 31, 2021 UNDER RECEPTION NO. [2021000103004](#).

NOTE: PORTIONS OF THE PROPERTY WERE EXCLUDED FROM THE WH METROPOLITAN DISTRICT NO. 1 BY ORDERS FOR EXCLUSION RECORDED NOVEMBER 3, 2020 UNDER RECEPTION NO. [2020000112835](#) AND AUGUST 27, 2021 UNDER RECEPTION NO. [2021000102582](#).

SPECIAL DISTRICT DISCLOSURE RECORDED SEPTEMBER 15, 2021 UNDER RECEPTION NO. [2021000109478](#).

ORDER GRANTING MOTION TO CHANGE NAME TO WINDLER METROPOLITAN DISTRICT NO. 1 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063882](#).

25. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WH METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED MARCH 03, 2005, UNDER RECEPTION NO. [200503000217320](#).

ORDER FOR NAME CHANGE TO WINDLER HOMESTEAD METROPOLITAN DISTRICT NO. 2 RECORDED NOVEMBER 10, 2005 UNDER RECEPTION NO. [20051110001246260](#) AND RECORDED NOVEMBER 22, 2005 UNDER RECEPTION NO. [20051122001286860](#).

SPECIAL DISTRICT DISCLOSURE DOCUMENT RECORDED DECEMBER 29, 2014 UNDER RECEPTION NO. [2014000091318](#).

ORDER GRANTING MOTION TO CHANGE NAME TO WINDLER METROPOLITAN DISTRICT NO. 2 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063883](#).

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE NO. 2006-29 REGARDING ZONING RECORDED JULY 03, 2006 UNDER RECEPTION NO. [20060703000671980](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE 2006-30 REGARDING ZONING RECORDED JULY 03, 2006 UNDER RECEPTION NO. [20060703000671990](#).
28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 2006-31 RELATING TO ZONING RECORDED JULY 03, 2006 UNDER RECEPTION NO. [20060703000672000](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 2006-32 RELATING TO ZONING RECORDED JULY 03, 2006 UNDER RECEPTION NO. [20060703000672010](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED SEPTEMBER 14, 2006 UNDER RECEPTION NO. [20060914000932560](#).

NOTE: NOTE: SAID EASEMENT TO BE VACATED BY QWEST CORPORATION.

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

Order Number: RND70811264-5

31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AND COST SHARING AGREEMENT RECORDED FEBRUARY 13, 2007 UNDER RECEPTION NO. [2007000015941](#).
ASSIGNMENT OF DEVELOPMENT AND COST SHARING AGREEMENT RECORDED DECEMBER 3, 2007 UNDER RECEPTION NO. [20070000110695](#).

NOTICE OF TERMINATION RECORDED APRIL 15, 2024 UNDER RECEPTION NO. [2024000019435](#).

32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED AUGUST 20, 2007 UNDER RECEPTION NO. [2007000079870](#).

NOTE: QUIT CLAIM DEEDS FROM THE CITY OF AURORA RECORDED:
AUGUST 16, 2023 UNDER RECEPTION NO. [2023000046814](#);
AUGUST 16, 2023 UNDER RECEPTION NO. [2023000046885](#);
AUGUST 22, 2023 UNDER RECEPTION NO. [2023000048070](#); AND
SEPTEMBER 26, 2023 UNDER RECEPTION NO. [2023000054810](#).

NOTE: SAID EASEMENT TO BE VACATED BY THE CITY OF AURORA.

33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED SEPTEMBER 06, 2007 UNDER RECEPTION NO. [2007000085467](#).

NOTE: QUIT CLAIM DEED FROM THE CITY OF AURORA RECORDED AUGUST 16, 2023 UNDER RECEPTION NO. [2023000046815](#).

NOTE: SAID EASEMENT TO BE VACATED BY THE CITY OF AURORA

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN THE CITY OF AURORA RECORDED WATER, SEWER AND STORM DRAINAGE LINES AND FACILITIES RECORDED SEPTEMBER 6, 2007 UNDER RECEPTION NO. [2007000085468](#).

NOTE: QUIT CLAIM DEED FROM THE CITY OF AURORA RECORDED SEPTEMBER 26, 2023 UNDER RECEPTION NO. [2023000054810](#).

NOTE: SOME EASEMENTS CREATED BY SAID DOCUMENT TO BE VACATED BY THE CITY OF AURORA, AND SOME WILL REMAIN.

35. ALL OIL, GAS, COAL, IRON AND OTHER MINERALS ON, IN OR UNDER THE LAND (BUT WITHOUT ANY RIGHTS OF SURFACE ENTRY THEREON) AS CONVEYED TO OPEN COUNTRY, LLC, A COLORADO LIMITED LIABILITY COMPANY BY QUIT CLAIM DEED RECORDED NOVEMBER 28, 2016 UNDER RECEPTION NO. [2016000101938](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

36. LEASE BETWEEN OPEN COUNTRY, LLC, LESSOR, AND BISON OIL & GAS, LLC, LESSEE, AS SHOWN BY MEMORANDUM OF LEASE RECORDED NOVEMBER 28, 2016, UNDER RECEPTION NO. [2016000102146](#), BUT WITHOUT ANY RIGHTS OF SURFACE ENTRY THEREON.

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASES RECORDED MARCH 10, 2020 UNDER RECEPTION NO. [2020000022906](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

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

Order Number: RND70811264-5

37. QUIT CLAIM DEED CONVEYING ALL OIL, GAS, COAL, IRON AND OTHER MINERALS ON, IN OR UNDER SAID LANDS (BUT WITHOUT ANY RIGHTS OF SURFACE ENTRY) TO FIRST CREEK LTD., LLLP, A COLORADO LIMITED LIABILITY PARTNERSHIP, AS CONVEYED IN DEEDS RECORDED:

DECEMBER 2, 2016 UNDER RECEPTION NO. [2016000104497](#);

DECEMBER 2, 2016 UNDER RECEPTION NO. [2016000104548](#);

DECEMBER 2, 2016 UNDER RECEPTION NO. [2016000104561](#);

DECEMBER 2, 2016 UNDER RECEPTION NO. [2016000104565](#);

DECEMBER 2, 2016 UNDER RECEPTION NO. [2016000104575](#);

DECEMBER 2, 2016 UNDER RECEPTION NO. [2016000104583](#);

DECEMBER 5, 2016 UNDER RECEPTION NO. [2016000105197](#);

DECEMBER 5, 2016 UNDER RECEPTION NO. [2016000105215](#);

DECEMBER 5, 2016 UNDER RECEPTION NO. [2016000105218](#);

AND ANY AND ALL ASSIGNMENT THEREOF OR INTERESTS THEREIN.

38. MEMORANDUM OF OIL AND GAS LEASE BETWEEN FIRST CREEK, LTD., LLLP AND BISON OIL & GAS, LLC, RECORDED DECEMBER 08, 2016 UNDER RECEPTION NO. [2016000106693](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN. SAID LEASE IS A NO SURFACE OCCUPANCY LEASE.

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASES RECORDED MARCH 10, 2020 UNDER RECEPTION NO. [2020000022906](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

39. OIL AND GAS LEASE BETWEEN DIBC CARGO, LLC, A COLORADO LIMITED LIABILITY COMPANY AND BISON OIL & GAS, LLC, A COLORADO LIMITED LIABILITY COMPANY, RECORDED DECEMBER 19, 2016 UNDER RECEPTION NO. [2016000110820](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASES RECORDED FEBRUARY 21, 2020 UNDER RECEPTION NO. [2020000016385](#).

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT BY AND BETWEEN DIBC CARGO, LLC, A COLORADO LIMITED LIABILITY COMPANY AND BISON OIL & GAS LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED DECEMBER 19, 2016 UNDER RECEPTION NO. [2016000110821](#).

AMENDMENT AND RATIFICATION OF SURFACE USE AGREEMENT RECORDED JUNE 5, 2018 UNDER RECEPTION NO. [2018000045302](#).

41. TERMS, CONDITIONS AND PROVISIONS OF SURFACE USE AGREEMENT EASEMENT, RIGHT-OF-WAY, AND SURFACE USE AGREEMENT DATED DECEMBER 15, 2017, BY AND AMONG BOA SORTE LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, ET AL., AS OWNERS, AND BISON OIL & GAS, LLC, AS OPERATOR.
(A COPY OF SAID AGREEMENT IS STORED AS OUR IMAGE [51221006](#))

42. PAID UP OIL, GAS AND MINERAL LEASE BETWEEN FIRST CREEK LTD., LLLP AND DPOC, LLC, RECORDED MARCH 26, 2018 UNDER RECEPTION NO. [2018000024315](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN. ADDENDUM TO LEASE STATES IN PART "THIS IS A NO SURFACE OCCUPANCY LEASE".

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NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

43. OIL, GAS AND OTHER MINERALS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING FOR, DEVELOPING, AND PRODUCING FOR MINERALS, WHICH RIGHT OF INGRESS AND EGRESS SHALL BE LIMITED TO SUBSURFACE OPERATIONS ONLY, AS CONVEYED TO WINDLER HOMESTEAD, L.L.C., A COLORADO LIMITED LIABILITY COMPANY BY DEED RECORDED APRIL 16, 2018 UNDER RECEPTION NO. [2018000030001](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

(AFFECTS THE RIGHT OF WAY OF GUN CLUB ROAD)

44. OIL AND GAS LEASE RECORDED APRIL 02, 2018 UNDER RECEPTION NO. [2018000026039](#) AND MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 09, 2018 UNDER RECEPTION NO. [2018000037619](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

45. OIL AND GAS LEASE BETWEEN FIRST CREEK LTD., LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, LESSOR, AND AXIS EXPLORATION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, RECORDED NOVEMBER 01, 2018 UNDER RECEPTION NO. [2018000088604](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

(AFFECTS THE RIGHT OF WAY OF GUN CLUB ROAD)

46. ALL WATER AND WATER RIGHTS AND ALL MINERALS AND MINERAL RIGHTS CONVEYED TO UNDERGROUND LLC, A COLORADO LIMITED LIABILITY COMPANY BY BARGAIN AND SALE DEED RECORDED DECEMBER 8, 2020 UNDER RECEPTION NO. [2020000127476](#).

RELINQUISHMENT OF SURFACE RIGHTS AND NONDISTURBANCE AGREEMENT EXECUTED BY UNDERGROUND LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED APRIL 1, 2021 UNDER RECEPTION NO. [2021000040035](#).

47. ALL GRAVEL, SAND, OIL, GAS, AND OTHER LIQUID HYDROCARBON SUBSTANCES, ETC. AS EXCLUDED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 18, 2017 UNDER RECEPTION NO. [2017000110834](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

48. ANY RIGHT, TITLE AND INTEREST IN OR TO ANY OIL, GAS, RIGHTS IN PRODUCING AND NONPRODUCING WELLS, GEOTHERMAL RIGHTS AND OTHER MINERALS AND MINERAL RIGHTS OF EVERY KIND OR CHARACTER LYING IN, ON, OR UNDER THE LAND AS RESERVED IN BARGAIN AND SALE DEEDS RECORDED APRIL 2, 2021 UNDER RECEPTION NO'S. [2021000041227](#), [2021000041228](#), [2021000041229](#), [2021000041230](#), [2021000041231](#) AND [2021000041255](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

49. ANY OIL, GAS, RIGHTS IN PRODUCING AND NONPRODUCING WELLS, GEOTHERMAL RIGHTS AND OTHER MINERALS AND MINERAL RIGHTS OF EVERY KIND OR CHARACTER (WHETHER SIMILAR OR DISSIMILAR) LYING IN, ON, OR UNDER OR THAT MAY BE PRODUCED FROM SAID REAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL ROYALTIES, BONUS AMOUNTS, DELAY RENTALS AND OTHER PAYMENTS DUE AND PAYABLE UNDER ANY EXISTING OR FUTURE OIL, GAS OR MINERAL LEASE AS EXCEPTED IN DEEDS RECORDED APRIL 1, 2021 UNDER RECEPTION NOS. [2021000040226](#) AND [2021000040227](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

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50. ANY OIL AND GAS, OIL AND GAS RIGHTS, OIL AND GAS LEASES, MINERALS, MINERAL RIGHTS, MINERAL LEASES, MINERAL SUBSTANCES, COAL, HYDROCARBONS, GEOTHERMAL RESOURCES, SAND, GRAVEL, BUILDING STONE, CLAY AND RELATED AGGREGATE IN OR UNDER THE "PROPERTY" AS EXCEPTED IN SPECIAL WARRANTY DEED RECORDED APRIL 1, 2021 UNDER RECEPTION NO. [2021000040475](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

RELINQUISHMENT OF SURFACE RIGHTS AND NONDISTURBANCE AGREEMENT RECORDED APRIL 1, 2021 UNDER RECEPTION NO. [2021000040476](#).

51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF PARTICIPATION AGREEMENT EXECUTED BY A BUYER TO BE DETERMINED IN FAVOR OF PACIFICCAL DEBT (PF) IV, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED APRIL 2, 2021 UNDER RECEPTION NO. [2021000041304](#).

NOTE: PARTIAL RELEASE OF PROPERTY FROM MEMORANDUM OF PARTICIPATION AGREEMENT RECORDED JUNE 7, 2022 UNDER RECEPTION NO. [2022000050308](#).

NOTE: PARTIAL RELEASE OF PROPERTY FROM MEMORANDUM OF PARTICIPATION AGREEMENT RECORDED JUNE 5, 2024 UNDER RECEPTION NO. [2024000030274](#) (ALL OF WINDLER SUBDIVISION FILING NO. 8)

52. ANY RIGHT, TITLE AND INTEREST IN OR TO ANY OIL, GAS, RIGHTS IN PRODUCING AND NONPRODUCING WELLS, GEOTHERMAL RIGHTS AND OTHER MINERALS AND MINERAL RIGHTS OF EVERY KIND OR CHARACTER LYING IN, ON, OR UNDER THE LAND AS RESERVED IN SPECIAL WARRANTY DEEDS RECORDED APRIL 2, 2021 UNDER RECEPTION NO'S. [2021000041262](#), [2021000041263](#), [2021000041264](#), [2021000041265](#), [2021000041296](#) AND [2021000041297](#).
53. ANY RIGHT, TITLE AND INTEREST IN OR TO ANY OIL, GAS, RIGHTS IN PRODUCING AND NONPRODUCING WELLS, GEOTHERMAL RIGHTS AND OTHER MINERALS AND MINERAL RIGHTS OF EVERY KIND OR CHARACTER LYING IN, ON, OR UNDER THE LAND AS RESERVED IN BARGAIN AND SALE DEEDS RECORDED APRIL 2, 2021 UNDER RECEPTION NO'S. [2021000041298](#), [2021000041299](#), [2021000041300](#), [2021000041301](#), [2021000041302](#) AND [2021000041303](#).
54. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WINDLER HOMESTEAD METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENTS RECORDED AUGUST 24, 2021, UNDER RECEPTION NO. [2021000101133](#) AND AUGUST 31, 2021 UNDER RECEPTION NO. [2021000102988](#).

NOTE; ORDER FOR EXCLUSION FOR THE WINDLER HOMESTEAD METROPOLITAN DISTRICT RECORDED AUGUST 27, 2021 UNDER RECEPTION NO. [2021000102583](#).

SPECIAL DISTRICT DISCLOSURE RECORDED SEPTEMBER 15, 2021 UNDER RECEPTION NO. [2021000109463](#).

55. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF COVENANTS IMPOSING AND IMPLEMENTING THE WINDLER HOMESTEAD PUBLIC IMPROVEMENTS FEE RECORDED SEPTEMBER 14, 2021 UNDER RECEPTION NO. [2021000109096](#) AND FIRST AMENDMENT THERETO RECORDED SEPTEMBER 15, 2021 UNDER RECEPTION NO. [2021000109740](#).

NOTE: PARTIAL RELEASE OF PROPERTY FROM DECLARATION RECORDED MAY 26, 2022 UNDER RECEPTION NO. [2022000047101](#).

56. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE

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WH METROPOLITAN DISTRICT NOS. 2 THROUGH 10, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 30, 2021, UNDER RECEPTION NO. [2021000139609](#), [2021000139610](#), [2021000139611](#), [2021000139612](#), [2021000139613](#), [2021000139614](#), [2021000139615](#), [2021000139616](#) AND [2021000139617](#).

SPECIAL DISTRICT PUBLIC DISCLOSURES RECORDED JANUARY 20, 2022 UNDER RECEPTION NOS. [2022000006133](#), [2022000006134](#), [2022000006135](#), [2022000006136](#), [2022000006137](#), [2022000006138](#), [2022000006139](#), [2022000006140](#), AND [2022000006141](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 10 TO WINDLER METROPOLITAN DISTRICT RECORDED APRIL 29, 2022 UNDER RECEPTION NO. [2022000038569](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 1 TO WINDLER METROPOLITAN DISTRICT NO. 1 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063882](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 2 TO WINDLER METROPOLITAN DISTRICT NO. 2 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063883](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 3 TO WINDLER METROPOLITAN DISTRICT NO. 3 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063884](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 4 TO WINDLER METROPOLITAN DISTRICT NO. 4 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063885](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 5 TO WINDLER METROPOLITAN DISTRICT NO. 5 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063886](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 6 TO WINDLER METROPOLITAN DISTRICT NO. 6 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063887](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 7 TO WINDLER METROPOLITAN DISTRICT NO. 7 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063888](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 8 TO WINDLER METROPOLITAN DISTRICT NO. 8 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063889](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF THE WH METROPOLITAN DISTRICT NO. 9 TO WINDLER METROPOLITAN DISTRICT NO. 9 RECORDED JULY 26, 2022 UNDER RECEPTION NO. [2022000063890](#).

NOTE: ORDER GRANTING MOTION TO CHANGE NAME OF WINDLER METROPOLITAN DISTRICT TO WINDLER OPERATIONS METROPOLITAN DISTRICT RECORDED JULY 26, 2022 UNDER RECEPTION NO.

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57. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY ZONING ORDINANCE NO. 2022-22 RECORDED JUNE 22, 2022 UNDER RECEPTION NO. [2022000054701](#).
58. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 2022-44, AN ORDINANCE VACATING THE PUBLIC RIGHT-OF-WAY FOR A PORTION OF GUN CLUB ROAD RECORDED SEPTEMBER 27, 2022 UNDER RECEPTION NO. [2022000079809](#).
59. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 12, 2022, UNDER RECEPTION NO. [2022000084112](#).
60. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WINDLER BUSINESS IMPROVEMENT DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 12, 2022, UNDER RECEPTION NO. [2022000084113](#).
61. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN COMMON USE AGREEMENT, BETWEEN C-470 PUBLIC HIGHWAY AUTHORITY, AND THE CITY OF AURORA, ACTING BY AND THROUGH ITS UTILITY ENTERPRISE REGARDING E. 56TH AVENUE RECORDED JULY 28, 2020 UNDER RECEPTION NO. [2020000070733](#).
62. (THIS ITEM WAS INTENTIONALLY DELETED)
63. OIL AND GAS LEASE BETWEEN FIRST CREEK LTD., LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, LESSOR, AND AXIS EXPLORATION LLC, LESSEE, RECORDED JANUARY 09, 2023 UNDER RECEPTION NO. [2023000001160](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
- NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
64. OIL AND GAS LEASE BETWEEN FIRST CREEK LTD., LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, LESSOR, AND AXIS EXPLORATION LLC, LESSEE, RECORDED JANUARY 09, 2023 UNDER RECEPTION NO. [2023000001163](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
- NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
65. DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING DATED MARCH 31, 2021, FROM GVP WINDLER, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF PACIFICCAL DEBT IV, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$55,000,000.00 RECORDED APRIL 02, 2021, UNDER RECEPTION NO. [2021000041305](#).

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED MAY 04, 2021, UNDER RECEPTION NO. [2021000054473](#).

MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED JUNE 07, 2022, UNDER RECEPTION NO. [2022000050522](#).

PARTIAL RELEASE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED JUNE 6, 2024 UNDER RECEPTION NO. [2024000030467](#). (AFFECTS ALL OF WINDLER SUBDIVISION FILING NO. 8)

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66. FINANCING STATEMENT WITH PACIFICCAL DEBT IV, LLC, THE SECURED PARTY, RECORDED APRIL 06, 2021, UNDER RECEPTION NO. [2021000041488](#).
67. OIL AND GAS LEASE BETWEEN OPEN COUNTRY, LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSOR, AND AXIS EXPLORATION LLC, LESSEE, RECORDED APRIL 04, 2023 UNDER RECEPTION NO. [2023000018109](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.
68. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE WINDLER OPERATIONS METROPOLITAN DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED JUNE 16, 2023, UNDER RECEPTION NO. [2023000034000](#).
69. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION OF WINDLER OPERATIONS METROPOLITAN DISTRICT RECORDED JUNE 20, 2023 UNDER RECEPTION NO. [2023000034507](#).
70. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SUBSURFACE EASEMENT AGREEMENT RECORDED JUNE 28, 2023 UNDER RECEPTION NO. [2023000036482](#).
71. TERMS, CONDITIONS AND PROVISIONS OF BOARD OF COUNTY COMMISSIONERS FOR ADAMS COUNTY, RESOLUTION ADOPTING AND RECORDING THE 2022 OFFICIAL ZONING MAPS FOR UNINCORPORATED ADAMS COUNTY, RESOLUTION 2023-142 RECORDED JUNE 08, 2023 UNDER RECEPTION NO. [2023000032315](#).
72. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WINDLER MASTER PLAN RECORDED SEPTEMBER 05, 2023 UNDER RECEPTION NO. [2023000050516](#).
73. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AVIGATION EASEMENT (WINDLER MASTER DEVELOPMENT) RECORDED SEPTEMBER 01, 2023 UNDER RECEPTION NO. [2023000050120](#).
74. RESERVATION OF ANY WATER AND WATER RIGHTS APPURTENANT TO, USED, OR USABLE IN CONNECTION WITH OR UNDERLYING THE SURFACE OF THE PROPERTY, AND FURTHER EXCEPTING ANY SUBSURFACE MINERAL ESTATES OR RIGHTS IN, UPON, AND/OR UNDER THE PROPERTY IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, RIGHTS TO ANY OIL, NATURAL GAS, HYDROCARBONS, GRAVEL, SAND, COAL, HARD ROCK MINERALS, AND GEOTHERMAL RESOURCES AS CONTAINED IN DEEDS RECORDED SEPTEMBER 27, 2023 UNDER RECEPTION NOS [2023000055085](#), [2023000055086](#), [2023000055087](#), [2023000055088](#), [2023000055089](#), [2023000055090](#), [2023000055091](#), [2023000055092](#), [2023000055093](#), [2023000055094](#), [2023000055140](#); RECORDED SEPTEMBER 28, 2023 UNDER RECEPTION NO. [2023000055210](#), [2023000055211](#), [2023000055212](#), [2023000055213](#), [2023000055214](#), [2023000055215](#), [2023000055216](#), [2023000055217](#), [2023000055218](#), [2023000055219](#), [2023000055240](#), [2023000055273](#), [2023000055274](#), [2023000055275](#), [2023000055276](#), [2023000055277](#), [2023000055278](#), [2023000055279](#), [2023000055280](#), [2023000055281](#), [2023000055282](#), [2023000055297](#), [2023000055325](#), [2023000055326](#), [2023000055327](#), [2023000055328](#), [2023000055329](#), [2023000055330](#), [2023000055331](#), [2023000055332](#), [2023000055333](#), [2023000055334](#), [2023000055343](#), [2023000055354](#), [2023000055355](#), [2023000055356](#), [2023000055357](#), [2023000055358](#), [2023000055359](#), [2023000055360](#), [2023000055361](#), [2023000055362](#), [2023000055363](#), AND [2023000055386](#).
75. JUDGMENT IN FAVOR OF JAMES TEMPLE AGAINST DOUGLAS HATFIELD IN THE AMOUNT OF \$62,217.84 PLUS COURT COSTS ENTERED ON SEPTEMBER 17, 2021, TRANSCRIPT OF WHICH WAS RECORDED OCTOBER 26, 2021, UNDER RECEPTION NO. [2021000125694](#), CIVIL ACTION NO. 2021CV30550, DISTRICT COURT IN AND FOR THE COUNTY OF BOULDER.

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- 76. (THIS ITEM WAS INTENTIONALLY DELETED)
- 77. (THIS ITEM WAS INTENTIONALLY DELETED)
- 78. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WINDLER SUBDIVISION FILING NO. 1 RECORDED DECEMBER 20, 2023 UNDER RECEPTION NO. [2023000070140](#).
- 79. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SITE PLAN - WINDLER MONUMENT SIGNAGE AND ENTRY LANDSCAPE RECORDED FEBRUARY 02, 2024 UNDER RECEPTION NO. [2024000005445](#).
- 80. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WINDLER SUBDIVISION FILING NO. 2 RECORDED FEBRUARY 8, 2024 UNDER RECEPTION NO. [2024000006662](#).
- 81. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF LETTER AGREEMENT RECORDED FEBRUARY 20, 2024 UNDER RECEPTION NO. [2024000008473](#).
- 82. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EINDLER SUBDIVISION FILING NO. 4 RECORDED MARCH 18, 2024 UNDER RECEPTION NO. [2024000013716](#).
- 83. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STORMWATER MAINTENANCE AGREEMENT RECORDED MARCH 18, 2024 UNDER RECEPTION NO. [2024000013608](#).
- 84. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED MARCH 28, 2024 UNDER RECEPTION NO. [2024000015943](#).
- 85. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INFRASTRUCTURE SITE PLAN N. DENALI BLVD RECORDED MARCH 28, 2024 UNDER RECEPTION NO. [2024000016006](#).
- 86. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STORMWATER MAINTENANCE AGREEMENT RECORDED MARCH 28, 2024 UNDER RECEPTION NO. [2024000016095](#).
- 87. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WINDLER CONNECTION ROAD INFRASTRUCTURE SITE PLAN RECORDED APRIL 01, 2024 UNDER RECEPTION NO. [2024000016611](#).
- 88. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WINDLER SUBDIVISION FILING NO. 5 RECORDED APRIL 23, 2024 UNDER RECEPTION NO. [2024000020926](#).
- 89. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WINDLER SUBDIVISION FILING NO. 8 RECORDED APRIL 24, 2024 UNDER RECEPTION NO. [2024000021334](#).

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90. AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDLER MASTER PROPERTY OWNER ASSOCIATION, 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 APRIL 30, 2024, UNDER RECEPTION NO. [2024000022685](#).

SUPPLEMENTAL DECLARATION RECORDED JUNE 5, 2024 UNDER RECEPTION NO. [2024000030275](#), ANNEXING THE PLAT OF WINDLER SUBDIVISION FILING NO. 8.

91. AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDLER HOME OWNER ASSOCIATION, 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 APRIL 30, 2024, UNDER RECEPTION NO. [2024000022686](#).

SUPPLEMENTAL DECLARATION RECORDED JUNE 5, 2024 UNDER RECEPTION NO. [2024000030276](#), ANNEXING THE PLAT OF WINDLER SUBDIVISION FILING NO. 8.

92. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WINDLER - NEIGHBORHOOD F PA-8 SITE PLAN RECORDED MAY 06, 2024 UNDER RECEPTION NO. [2024000023818](#).
93. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN 56TH AVENUE E- 470 TO HARVEST ROAD - INFRASTRUCTURE SITE PLAN RECORDED MAY 06, 2024 UNDER RECEPTION NO. [2024000023909](#).
94. OIL AND GAS LEASE BETWEEN HR4 MINERALS, LLC AND HR4 OPERATING, LLC, RECORDED MAY 08, 2024 UNDER RECEPTION NO. [2024000024518](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

95. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NEIGHBORHOOD C PA-4 - SITE PLAN RECORDED MAY 21, 2024 UNDER RECEPTION NO. [2024000026981](#).
96. WATER AND WATER RIGHTS, AND SUBSURFACE MINERAL ESTATES OR RIGHTS, IN, UPON, AND/OR UNDER THE REAL PROPERTY AS RESERVED IN SPECIAL WARRANTY DEED FROM GVP WINDLER, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO WINDLER OPERATIONS METROPOLITAN DISTRICT, RECORDED MAY 31, 2024 UNDER RECEPTION NO. [202400029136](#).
97. WATER AND WATER RIGHTS, AND SUBSURFACE MINERAL ESTATES OR RIGHTS, IN, UPON, AND/OR UNDER THE REAL PROPERTY AS RESERVED IN SPECIAL WARRANTY DEED FROM GVP WINDLER, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO KB HOME COLORADO INC., A COLORADO CORPORATION RECORDED JUNE 5, 2024 UNDER RECEPTION NO. [2024000030277](#).

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(Exceptions)

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- 98. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED JUNE 05, 2024 UNDER RECEPTION NO. [2024000030278](#).
- 99. DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS DATED JUNE 05, 2024, FROM KB HOME COLORADO INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF ADAMS COUNTY, COLORADO FOR THE USE OF GVP WINDLER, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$8,680,000.00 RECORDED JUNE 05, 2024, UNDER RECEPTION NO. [2024000030279](#).
- 100. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS AND MAINTENANCE EASEMENT AGREEMENT RECORDED JUNE 11, 2024 UNDER RECEPTION NO. [2024000031344](#).
- 101. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN WINDLER E.56TH AVE. PERIMETER PARKS SITE PLAN RECORDED JUNE 28, 2024 UNDER RECEPTION NO. [2024000035018](#).



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 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
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

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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