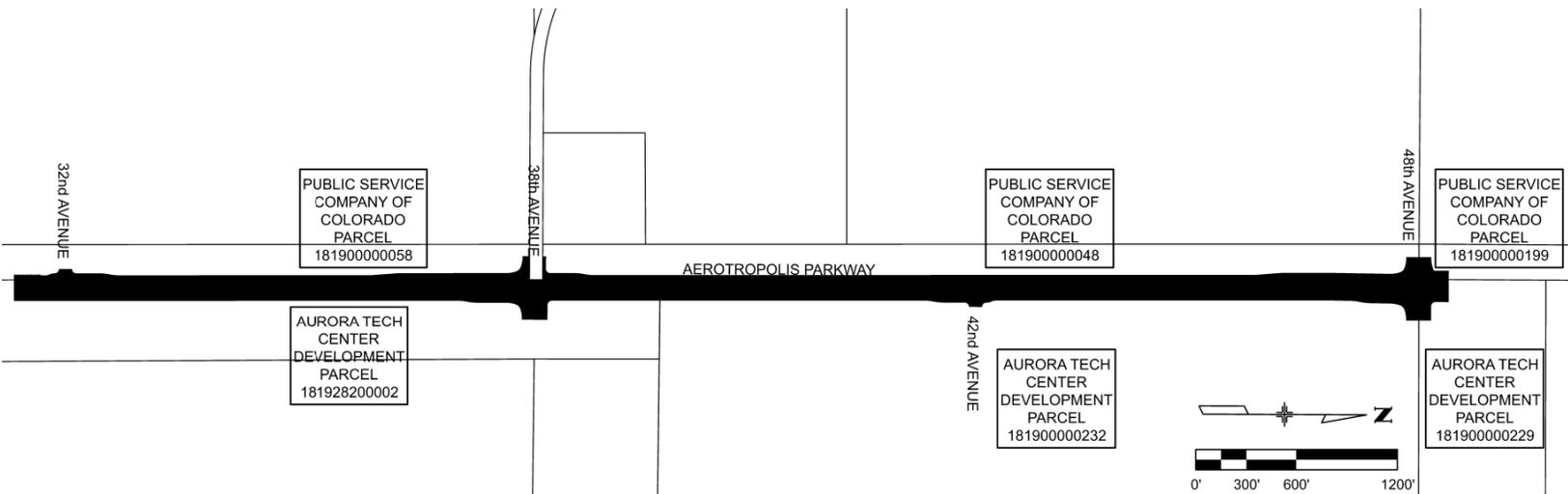


Aerotropolis Parkway Infrastructure Filing 1
(E-470 to The Aurora Highlands Parkway)

Title Commitments

Owner Name
Aurora Tech Center Development
Public Service Company of Colorado

Page
2
49





DATE: March 9, 2023
FILE NUMBER: 100-N0041679-020-1TG
PROPERTY ADDRESS: Vacant Land and 3825 North Monaghan Road, Aurora, CO
BUYER/BORROWER: Aerotropolis Regional Transportation Authority
OWNER(S): Aurora Tech Center Development, LLC, a Colorado limited liability company
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 0181900000229 0181900000232 0181928100003 0181928200002

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Tiffany Gilbert PHONE: (303) 291-9844 FAX: (303) 633-7761 E-MAIL: tiffany.gilbert1@fnf.com
---------------------------	---

Escrow Assistant	ATTN: PHONE: E-MAIL:
-------------------------	---

Title Officer	ATTN: Eric Gonzales PHONE: (303) 692-6796 E-MAIL: egonzales@fnf.com
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Sales Executive	ATTN: NCS Sales E-MAIL:
------------------------	--

TO: Waas Campbell Rivera Johnson and Velasquez 1350 Seventeenth St. Suite 450 Denver, CO 80202	ATTN: Mikaela Rivera PHONE: (720) 351-4700 FAX: (000) 000-0000 E-MAIL: rivera@wcrlegal.com
---	---

TO: Waas Campbell Rivera Johnson and Velasquez 1350 Seventeenth St. Suite 450 Denver, CO 80202	ATTN: Lori Crosby PHONE: (720) 351-4700 FAX: (000) 000-0000 E-MAIL: crosby@wcrlegal.com
---	--

TO: National Commercial Services Main 8055 E Tufts Ave Suite 900 Denver, CO 80237	ATTN: Tiffany Gilbert PHONE: (303) 291-9977 FAX: (303) 633-7720 E-MAIL: tiffany.gilbert1@fnf.com
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**Commitment Transmittal
(Continued)**

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity 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 EXTRA CONTRACTUAL 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, **Fidelity National Title Insurance Company**, a Florida 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.

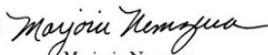
If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity 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.



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (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.

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- (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>.

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 100-N0041679-020-1TG
Property Address: Vacant Land and 3825 North Monaghan Road, Aurora, CO
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **March 3, 2023**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: **Aerotropolis Regional Transportation Authority**
Proposed Policy Amount: **\$100,000.00**
 - (b) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
 - (c) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, [vested in](#):
Aurora Tech Center Development, LLC, a Colorado limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Owners Policy	629.00
Deletions of 1-4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	95.00
ALTA 39-06 - Policy Authentication	0.00
Tax Certificate (4 @ \$18 each)	72.00
Additional Parcel Fee (3 @ \$150 each)	450.00
Title Report	1,250.00

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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Page 2



EXHIBIT A LEGAL DESCRIPTION

PARCEL ONE:

A parcel of land being a portion of the South Half of Section 16, Township 3 South, Range 65 West of the 6th Principal Meridian, EXCEPT the Westerly 210.00 feet of said Section 16, Adams County, Colorado, being more particularly described as follows:

Commencing at the Southwest Corner of said Section 16, whence the West Quarter Corner of said Section 16 bears N00°20'50"E a distance of 2651.70 feet;
 Thence S89°51'22"E a distance of 210.00 feet to the Point of Beginning;
 Thence N00°20'50"E along the Easterly line of a parcel of land deeded to Public Service Company of Colorado in [Book 798 at Page 210](#) in Adams County Clerk and Recorder's Office a distance of 752.01 feet;
 Thence S89°51'22"E along the Southerly line of a parcel of land described in [Book 3811, Page 286](#), Reception No. B01020168, recorded August 29, 1991 in the Adams County Clerk and Recorder's Office a distance of 2295.06 feet;
 Thence S00°20'50"W a distance of 752.01 feet;
 Thence N89°51'22"W along the Southerly line of said Section 16 a distance of 2295.06 feet to the Point of Beginning,

County of Adams,
 State of Colorado.

For Informational Purposes:

Tax ID No.: 0181900000229

PARCEL TWO:

A parcel of land located in Section 21, Township 3 South, Range 65 West of the 6th Principal Meridian, EXCEPT the Westerly 210.00 feet and the Easterly 30.00 feet of said Section 21, Adams County, Colorado, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 21, whence the East Quarter Corner of said Section 21 bears N00°11'03"W a distance of 2649.52 feet;
 Thence N00°11'03"E along the Easterly line of the Southeast Quarter of said Section 21 a distance of 744.39 feet;
 Thence N89°18'30"W a distance of 30.00 feet to the Point of Beginning;
 Thence N89°18'30"W a distance of 5044.28 feet;
 Thence N00°00'30"E along the Easterly line of a parcel of land deeded to Public Service Company of Colorado in [Book 798 at Page 210](#) in Adams County Clerk and Recorder's Office a distance of 4506.44 feet;
 Thence S89°51'22"E along the Northerly line of said Section 21 a distance of 3147.61 feet;
 Thence the following eleven (11) courses along the boundaries of two parcels of land described in [Book 3811, Page 286](#), Reception No. B01020168, recorded August 29, 1991 in the Adams County Clerk and Recorder's Office:

1. S14°51'22"E tangent with the following described curve a distance of 676.29 feet;
2. Thence along the arc of a curve to the right having a central angle of 25°00'00", a radius of 970.00 feet, a chord bearing of S02°21'22"E a distance of 419.89 feet and an arc distance of 423.24 feet;

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EXHIBIT A
(Continued)

3. Thence S10°08'38"W tangent with the last described curve a distance of 508.30 feet;
4. Thence N79°51'22"W a distance of 1448.37 feet;
5. Thence S10°08'38"W a distance of 600.00 feet;
6. Thence S79°51'22"E a distance of 1448.37 feet;
7. Thence N10°08'38"E a distance of 550.00 feet;
8. Thence S79°51'22"E a distance of 60.00 feet;
9. Thence N10°08'38"E tangent with the following described curve a distance of 558.31 feet;
10. Thence along the arc of a curve to the left having a central angle of 25°00'00", a radius of 1030.00 feet, a chord bearing of N02°21'22"W a distance of 445.87 feet and an arc distance of 449.42 feet;
11. Thence N14°51'22"W a distance of 660.21 feet;

Thence S89°51'22"E along the Northerly line of said Section 21 a distance of 1848.19 feet;
 Thence S00°11'03"W along a line 30.00 feet Westerly of and parallel with the Easterly line of the Northeast Quarter of said Section 21 a distance of 2649.52 feet;
 Thence S00°11'03"W along a line 30.00 feet Westerly of an parallel with the Easterly line of the Southeast Quarter of said Section 21 a distance of 1905.13 feet to the Point of Beginning,

County of Adams,
 State of Colorado.

For Informational Purposes:

Tax ID No.: 0181900000232

PARCEL THREE:

A parcel of land located in Section 28 and Section 21, all in Township 3 South, Range 65 West of the 6th Principal Meridian, EXCEPT the Easterly 30.00 feet, the Westerly 210.00 feet of said Section 21, and the Southerly 30.00 feet of said Section 28, County of Adams, State of Colorado, being more particularly described as follows:

Commencing at the Northeast Corner of said Section 28, whence the East Quarter Corner of said Section 28 bears S00°24'26"E a distance of 2648.98 feet;
 Thence N89°18'30"W along the Northerly line of said Section 28 a distance of 30.00 feet to the Point of Beginning;
 Thence S00°24'26"E along a line 30.00 feet Westerly of and parallel with the Easterly line of the Northeast Quarter of said Section 28 a distance of 2648.98 feet;
 Thence S00°24'26"E along a line 30.00 feet Westerly of and parallel with the Easterly line of the Southeast Quarter of said Section 28 a distance of 2619.05 feet;
 Thence N89°55'11"W along a line 30.00 feet Northerly of and parallel with the Southerly line of the Southeast Quarter of said Section 28 a distance of 2626.08 feet;
 Thence N89°37'52"W along a line 30.00 feet Northerly of and parallel with the Southerly line of the Southwest Quarter of said Section 28 a distance of 810.51 feet;
 Thence N00°24'26"W a distance of 5300.62 feet;
 Thence N89°18'30"W along the Southerly line of said Section 21 a distance of 1604.94 feet;
 Thence N00°00'30"E along the Easterly line of a parcel of land deeded to Public Service Company of Colorado in [Book 798 at Page 210](#) in Adams County Clerk and Recorder's Office a distance of 744.41 feet;
 Thence S89°18'30"E a distance of 5044.28 feet;

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EXHIBIT A
(Continued)

Thence S00°11'03"W along a line 30.00 feet Westerly of and parallel with the Easterly line of the Southeast Quarter of said Section 21 a distance of 744.39 feet to the Point of Beginning,

EXCEPTING therefrom that portion of land as conveyed in Personal Representative's Deed recorded September 26, 1994 in [Book 4396 at Page 322](#), and

EXCEPTING therefrom that portion of land as conveyed in Warranty Deed recorded March 7, 2003 at Reception No. C1107620,

EXCEPTING therefrom that portion of land as conveyed in Special Warranty Deed recorded May 29, 2007 at Reception No. 2007000052063,

County of Adams,
State of Colorado.

For Informational Purposes:
Tax ID No.: 0181928100003

PARCEL FOUR:

A parcel of land being a portion of the Southwest Quarter of Section 21 and the West Half of Section 28, all in Township 3 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Adams, State of Colorado, more particularly described as follows:

Commencing at the Southwest Corner of said Section 28, whence the South Quarter Corner of said Section 28 bears S89°54'42"E 2662.68 feet, and all bearings are made as a reference hereon;

Thence along the Southerly line of the Southwest Quarter of said Section 28, S89°54'42"E 210.00 feet to the Southeast corner of that certain parcel of land described in [Book 798 at Page 210](#) of the records of the Clerk and Recorder of said Adams County;

Thence along the Easterly boundary of said parcel of land, N00°17'17"W 30.00 feet to the intersection of said Easterly boundary and a line parallel with and distant 30.00 feet Northerly, measured at right angles, from the Southerly line of the Southwest Quarter of said Section 28 and the Point of Beginning;

Thence continuing along said Easterly boundary the following 3 courses:

1. N00°17'17"W 2,639.71 feet;
2. N00°17'01"W 2,669.51 feet;
3. N00°16'13"W 744.41 feet to the Northerly boundary of that certain parcel of land described in [Book 4445 at Page 140](#) in said records;

Thence along said Northerly boundary, S89°35'24"E 471.93 feet;

Thence departing said Northerly boundary, S00°31'10"E 6051.20 feet to said parallel line;

Thence along said parallel line, N89°54'42"W 496.78 feet to the Point of Beginning,

County of Adams,
State of Colorado.

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EXHIBIT A
(Continued)

For Informational Purposes:
Tax ID No.: 0181928200002

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Aurora Tech Center Development, LLC, a Colorado limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- c) Recordation of a Statement of Authority
- d) Copies of resolution(s), agreements and/or other documentation necessary to establish the authority of parties executing on behalf of entities disclosed as part of an organizational structure managing said Limited Liability Company

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- e. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- f. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- g. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Aurora Tech Center Development, LLC, a Colorado limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

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SCHEDULE B
PART I – Requirements
(Continued)

- h. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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SCHEDULE B
PART II – EXCEPTIONS

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Lack of a right of access to and from a public street, road or highway.

(Affects Parcel One)

10. Reservations contained in the Patent

From: The United States of America
 To: Samuel N. Hoyt
 Recording Date: September 25, 1882

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No: [Book 174 at Page 325](#) (old Denver records)
(Affects Parcels Three and Four)

From: The United States of America
To: Horace J. White
Recording Date: September 25, 1882
Recording No: [Book A11 at Page 253](#)
(Affects Parcel Four)

From: The United States of America
To: William R. Willson
Recording Date: September 25, 1882
Recording No: [Book A11 at Page 259](#)
(Affects Parcel Four)

From: The United States of America
To: Marcus C. Daily
Recording Date: September 25, 1882
Recording No.: [Book A11 at Page 360](#)
(Affects Parcels Three and Four)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

- 11. One-half of all oil, gas, minerals and minerals rights within the Land, together with the right to prospect for, mine, and remove the same, as reserved to the Estate of Mary E. Heron, a/k/a Mary Foley Heron, deceased, by instrument set forth below:

Recording Date: September 30, 1946
Recording No.: [Book 325 at Page 528](#)

(Affects Parcels Two, Three and Four)

- 12. One-half of all oil, gas, minerals and minerals rights within the Land, together with the right to prospect for, mine, and remove the same, as reserved to Lyle V. Cooksey, by instrument set forth below:

Recording Date: January 30, 1947
Recording No.: [Book 331 at Page 14](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

(Affects Parcels Two, Three and Four)

13. Reservations contained in the Patent:

From: The State of Colorado
Recording Date: December 4, 1947
Recording No.: [Book 348 at Page 555](#)

Which among other things recites as follows:

“Reserving, however, to the State of Colorado, all rights to any and all minerals, ores and metals of any kind and character, and all coal, asphaltum, oil, gas or other like substances in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances.”

(Affects Parcel One)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado
Purpose: Electric transmission lines
Recording Date: February 18, 1953
Recording No.: [Book 458 at Page 485](#)

(Affects Parcel Four)

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Colorado Interstate Gas Company, a Delaware corporation
Purpose: Pipelines
Recording Date: January 16, 1967
Recording No.: [Book 1340 at Page 334](#)

Agreement and Partial Release:
Recording Date: October 17, 1972
Recording No.: [Book 1824 at Page 357](#)

(Affects Parcels Three and Four)

16. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: September 10, 1969
Recording No.: [Book 2068 at Page 800](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

(Affects Parcels Two, Three and Four)

17. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: September 10, 1969
Recording No: [Book 2068 at Page 802](#)

(Affects Parcels Two, Three and Four)

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Colorado Interstate Corporation, a Delaware corporation
Purpose: Pipelines
Recording Date: October 12, 1972
Recording No: [Book 1823 at Page 622](#)

(Affects Parcel Four)

19. Terms, conditions, provisions, agreements, easements and obligations contained in the Rule and Order as set forth below:

Recording Date: July 8, 1975
Recording No.: [Book 2004 at Page 259](#)

(Affects All Parcels)

20. Terms, conditions, provisions, agreements and obligations contained in the Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company Concerning Underground Facilities Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981) as set forth below:

Recording Date: June 25, 1986
Recording No.: [Book 3162 at Page 961](#)

(Affects All Parcels)

21. Terms, conditions, provisions, agreements and obligations contained in the Annexation Agreement as set forth below:

Recording Date: April 28, 1987
Recording No.: [Book 3308 at Page 237](#)

Disclaimer of Mineral Interests:
Recording Date: April 3, 2015
Recording No.: [Reception No. 2015000023644](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

(Affects All Parcels)

22. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 87-105 regarding annexation as set forth below:

Recording Date: April 28, 1987
Recording No.: [Book 3308 at Page 809](#)

Annexation Plat:
Recording Date: April 28, 1987
Recording No.: [Reception No. B736409](#)

(Affects All Parcels)

23. Terms, conditions, provisions, agreements and obligations contained in the School Site Agreement (King's Ranch) as set forth below:

Recording Date: July 28, 1987
Recording No.: [Book 3348 at Page 81](#)

(Affects All Parcels)

24. Terms, conditions, provisions, agreements and obligations contained in the King Ranch General Development Plan as set forth below:

Recording Date: August 21, 1987
Recording No.: [Reception No. B763954](#)

(Affects All Parcels)

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado
Purpose: Transmission of communication signals
Recording Date: February 13, 1992
Recording No.: [Book 3867 at Page 737](#)

(Affects Parcel One)

26. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement granted to US West Communications, Inc., a Colorado corporation as set forth below:

Recording Date: June 7, 1993
Recording No.: [Book 4086 at Page 93](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

(Affects Parcel One)

27. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement granted to United States of America as set forth below:

Recording Date: October 5, 1994
Recording No.: [Book 4402 at Page 464](#)

First Amendment to Easement Agreement:
Recording Date: March 4, 2020
Recording No.: [Reception No. 2020000020812](#)

(Affects Parcel Three)

28. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision – Case #66-96-C Enterprise Lateral Extension, CIG Co. as set forth below:

Recording Date: July 22, 1996
Recording No.: [Book 4798 at Page 672](#)

(Affects Parcels Three and Four)

29. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way Agreement granted to Colorado Interstate Gas Company (“CIG”), a Delaware corporation as set forth below:

Recording Date: August 5, 1996
Recording No.: [Book 4809 at Page 391](#)

(Affects Parcels Three and Four)

30. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2001-52 relating to rezoning as set forth below:

Recording Date: September 25, 2001
Recording No.: [Reception No. B1162907](#) (Arapahoe County Records)
Re-Recording Date: November 5, 2001
Re-Recording No.: [Reception No. C0882066](#)

(Affects All Parcels)

31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado
Purpose: Transmission of communication signals
Recording Date: August 14, 2003

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No: [Reception No. C1193527](#)

(Affects Parcel Four)

32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado
Purpose: Transmission of communication signals
Recording Date: August 14, 2003
Recording No: [Reception No. C1193528](#)

(Affects Parcels One and Two)

33. Terms, conditions, provisions, agreements and obligations contained in the Green Valley to Spruce 230/345KV Transmission Line as set forth below:

Recording Date: January 12, 2004
Recording No.: [Reception No. C1263782](#)

(Affects All Parcels)

34. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way Agreement granted to Colorado Interstate Gas Company, a Delaware corporation as set forth below:

Recording Date: December 13, 2007
Recording No.: [Reception No. 2007000114160](#)

(Affects Parcel Four)

35. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way Agreement granted to Colorado Interstate Company, a Delaware corporation as set forth below:

Recording Date: April 9, 2008
Recording No.: [Reception No. 2008000028131](#)

(Affects Parcels Three and Four)

36. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision – Case #RCU2008-00038 ONEOK DJ Basin Pipeline as set forth below:

Recording Date: February 26, 2009
Recording No.: [Reception No. 2009000013761](#)

(Affects Parcels Three and Four)

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SCHEDULE B
PART II – Exceptions
(Continued)

37. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way and Easement granted to ONEOK NGL Gathering, L.L.C., a Delaware limited liability company as set forth below:

Recording Date: March 19, 2009
Recording No.: [Reception No. 2009000019384](#)

Assignment of Rights-of-Way:
Recording Date: July 30, 2009
Recording No.: [Reception No. 2009000056438](#)

(Affects Parcels Three and Four)

38. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way and Easement granted to ONEOK NGL Gathering, L.L.C., a Delaware limited liability company as set forth below:

Recording Date: March 19, 2009
Recording No.: [Reception No. 2009000019385](#)

Assignment of Rights-of-Way:
Recording Date: July 30, 2009
Recording No.: [Reception No. 2009000056438](#)

(Affects Parcels Three and Four)

39. Terms, conditions, provisions, agreements, easements and obligations contained in the Right of Way and Easement granted to ONEOK NGL Gathering, L.L.C., a Delaware limited liability company as set forth below:

Recording Date: March 19, 2009
Recording No.: [Reception No. 2009000019386](#)

Assignment of Rights-of-Way:
Recording Date: July 30, 2009
Recording No.: [Reception No. 2009000056438](#)

(Affects Parcels Three and Four)

40. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 4, 2010
Recording No.: [Reception No. 2010000066722](#)
Re-Recording Date: February 7, 2012

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SCHEDULE B
PART II – Exceptions
(Continued)

Re-Recording No.: [Reception No. 201200008842](#)

Memorandum of Development Agreement:

Recording Date: March 8, 2011

Recording No.: [Reception No. 2011000015289](#)

Memorandum of Joint Operating Agreement:

Recording Date: May 4, 2016

Recording No.: [Reception No. 2016000034245](#)

(Affects Parcels Two, Three and Four)

41. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 4, 2010

Recording No.: [Reception No. 2010000066723](#)

Re-Recording Date: February 7, 2012

Re-Recording No.: [Reception No. 201200008843](#)

Memorandum of Development Agreement:

Recording Date: March 8, 2011

Recording No.: [Reception No. 2011000015289](#)

Memorandum of Joint Operating Agreement:

Recording Date: May 4, 2016

Recording No.: [Reception No. 2016000034245](#)

(Affects Parcels Two, Three and Four)

42. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 4, 2010

Recording No.: [Reception No. 2010000066724](#)

Re-Recording Date: February 7, 2012

Re-Recording No.: [Reception No. 201200008845](#)

Memorandum of Development Agreement:

Recording Date: March 8, 2011

Recording No.: [Reception No. 2011000015289](#)

Memorandum of Joint Operating Agreement:

Recording Date: May 4, 2016

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No.: [Reception No. 2016000034245](#)

(Affects Parcels Two, Three and Four)

43. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 4, 2010
Recording No.: [Reception No. 2010000066725](#)
Re-Recording Date: February 7, 2012
Re-Recording No.: [Reception No. 2012000008847](#)

Memorandum of Development Agreement:
Recording Date: March 8, 2011
Recording No.: [Reception No. 2011000015289](#)

Memorandum of Joint Operating Agreement:
Recording Date: May 4, 2016
Recording No.: [Reception No. 2016000034245](#)

(Affects Parcels Two, Three and Four)

44. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: April 28, 2011
Recording No.: [Reception No. 2011000027541](#)
Re-Recording Date: February 14, 2012
Re-Recording No.: [Reception No. 2012000010508](#)

Declaration of Pooled Unit:
Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcels Two, Three and Four)

45. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: April 29, 2011
Recording No.: [Reception No. 2011000027683](#)
Re-Recording Date: February 14, 2012
Re-Recording No.: [Reception No. 2012000010513](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

Declaration of Pooled Unit:

Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcels Two, Three and Four)

46. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: May 31, 2011
Recording No.: [Reception No. 2011000034224](#)
Re-Recording Date: February 15, 2012
Re-Recording No.: [Reception No. 2012000010867](#)

(Affects Parcels Two, Three and Four)

47. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 3, 2011
Recording No.: [Reception No. 2011000063999](#)
Re-Recording Date: February 16, 2012
Re-Recording No.: [Reception No. 2012000011505](#)

(Affects Parcel One)

48. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 3, 2011
Recording No.: [Reception No. 2011000064001](#)
Re-Recording Date: February 16, 2012
Re-Recording No.: [Reception No. 2012000011507](#)

(Affects Parcel Two)

49. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 3, 2011
Recording No.: [Reception No. 2011000064002](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

Re-Recording Date: February 16, 2012
Re-Recording No.: [Reception No. 2012000011509](#)

Amended and Restated Surface Use and Damage Agreement:
Recording Date: January 6, 2016
Recording No.: [Reception No. 2016000001252](#)

Amendment and Ratification of Oil and Gas Lease:
Recording Date: April 26, 2016
Recording No.: [Reception No. 2016000031814](#)

First Amendment to Amended and Restate Surface Use and Damage Agreement:
Recording Date: August 15, 2016
Recording No.: [Reception No. 2016000066962](#)

Affidavit of Production:
Recording Date: January 11, 2022
Recording No.: [Reception No. 2022000003279](#)

(Affects Parcels Three and Four)

50. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Surface Use and Damage Agreement as set forth below:

Recording Date: October 3, 2011
Recording No.: [Reception No. 2011000064005](#)

Amended and Restated Surface Use and Damage Agreement:
Recording Date: January 6, 2016
Recording No.: [Reception No. 2016000001253](#)

(Affects Parcels Two, Three and Four)

51. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 14, 2011
Recording No.: [Reception No. 2011000074693](#)
Re-Recording Date: February 15, 2012
Re-Recording No.: [Reception No. 2012000011304](#)

Sixth Amendment and Ratification of Oil and Gas Lease:
Recording Date: November 1, 2018
Recording No.: [Reception No. 2018000088829](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

Declaration of Pooled Unit:

Recording Date: January 24, 2019
Recording No.: [Reception No. 201900005840](#)

(Affects Parcel Four)

52. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Easement & Temporary Construction Easement granted to Front Range Pipeline LLC, a Delaware limited liability company as set forth below:

Recording Date: August 15, 2013
Recording No.: [Reception No. 2013000071502](#)

(Affects Parcels Three and Four)

53. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Easement & Temporary Construction Easement granted to Front Range Pipeline LLC, a Delaware limited liability company as set forth below:

Recording Date: October 8, 2013
Recording No.: [Reception No. 2013000087432](#)

(Affects Parcel Four)

54. Terms, conditions, provisions, agreements and obligations contained in the Resolution for Zoning Hearing Decision – Case #PLN2013-00002 Front Range Pipeline as set forth below:

Recording Date: October 30, 2013
Recording No.: [Reception No. 2013000093709](#)

(Affects Parcels Three and Four)

55. The effect of Affidavit of Non-Development as set forth below:

Recording Date: November 27, 2013
Recording No.: [Reception No. 2013000101017](#)

(Affects Parcels Three and Four)

56. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement as set forth below:

Recording Date: December 2, 2013
Recording No.: [Reception No. 2013000101334](#)

(Affects Parcels Three and Four)

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SCHEDULE B
PART II – Exceptions
(Continued)

57. The effect of Affidavit of Non-Development as set forth below:
- Recording Date: February 28, 2014
Recording No.: [Reception No. 2014000012394](#)
- (Affects Parcels Two, Three and Four)
58. The effect of Affidavit of Possession of Land as set forth below:
- Recording Date: March 11, 2014
Recording No.: [Reception No. 2014000014733](#)
- (Affects Parcels Two, Three and Four)
59. The effect of Affidavit of Possession of Land as set forth below:
- Recording Date: March 11, 2014
Recording No.: [Reception No. 2014000014734](#)
- (Affects Parcels Three and Four)
60. The effect of Affidavit of Non-Development as set forth below:
- Recording Date: July 10, 2014
Recording No.: [Reception No. 2014000044737](#)
- (Affects Parcel One)
61. The effect of Affidavit of Possession of land as set forth below:
- Recording Date: October 9, 2014
Recording No.: [Reception No. 2014000069923](#)
- (Affects Parcel One)
62. Terms, conditions, provisions, agreements and obligations contained in the Master License Agreement 14-49 as set forth below:
- Recording Date: December 8, 2014
Recording No.: [Reception No. D4114859](#) (Arapahoe County Records)
- Ninth Addendum to Master License Agreement:
Recording Date: January 15, 2019
Recording No.: [Reception No. 2019000003497](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

Tenth Addendum to Master License Agreement:
Recording Date: January 15, 2019
Recording No.: [Reception No. 2019000003504](#)

(Affects Parcels Two and Three)

63. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094357](#)

Declaration of Pooled Unit:
Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcels Two, Three and Four)

64. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094359](#)

Declaration of Pooled Unit:
Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcels Two, Three and Four)

65. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094361](#)

Declaration of Pooled Unit:
Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcels Two, Three and Four)

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SCHEDULE B
PART II – Exceptions
(Continued)

66. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094363](#)

Declaration of Pooled Unit:
Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcels Two, Three and Four)

67. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094365](#)

Declaration of Pooled Unit:
Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcels Two, Three and Four)

68. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094383](#)

Declaration of Pooled Unit:
Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcels Three and Four)

69. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094385](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

Declaration of Pooled Unit:

Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcels Three and Four)

70. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094387](#)

Declaration of Pooled Unit:

Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcels Three and Four)

71. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094389](#)

Declaration of Pooled Unit:

Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcels Three and Four)

72. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094391](#)

Declaration of Pooled Unit:

Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcels Three and Four)

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SCHEDULE B
PART II – Exceptions
(Continued)

73. Terms, conditions, provisions, agreements and obligations contained in the King 3-65 28-1H Oil & Gas Well Permit as set forth below:

Recording Date: December 10, 2015
Recording No.: [Reception No. 2015000103236](#)

(Affects Parcel Three)

74. Terms, conditions, provisions, agreements and obligations contained in the Schuh #3-65 20-21 1H Oil & Gas Well Permit as set forth below:

Recording Date: December 10, 2015
Recording No.: [Reception No. 2015000103239](#)

(Affects Parcel Two)

75. Terms, conditions, provisions, agreements and obligations contained in the Schuh #3-65 21-20 3AH, 3BH, 3CH, 3DH, 4AH, 4BH, 4CH, & 4DH Oil & Gas Well Permit as set forth below:

Recording Date: June 11, 2018
Recording No.: [Reception No. 2018000046913](#)

(Affects Parcel Two)

76. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: July 5, 2016
Recording No.: [Reception No. 2016000053233](#)

Declaration of Pooled Unit:

Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

And

Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcels Two, Three and Four)

77. Terms, conditions, provisions, agreements and obligations contained in the Master License Agreement as set forth below:

Recording Date: November 17, 2017
Recording No.: [Reception No. D7130767](#) (Arapahoe County Records)

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SCHEDULE B
PART II – Exceptions
(Continued)

Addendum to Master License Agreement:
Recording Date: February 19, 2019
Recording No.: [Reception No. 2019000011894](#)

(Affects Parcels Two and Three)

78. The effect of Affidavit of Non-Development as set forth below:

Recording Date: February 20, 2018
Recording No.: [Reception No. 2018000014437](#)

(Affects Parcels Two, Three and Four)

79. Terms, conditions, provisions, agreements and obligations contained in the King #3-65 28-29 3AH, 3BH, 3CH, 3DH, 4AH, 4BH, 4CH & 4DH Oil & Gas Well Permit as set forth below:

Recording Date: May 17, 2018
Recording No.: [Reception No. 2018000039867](#)

(Affects Parcel Three)

80. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: May 18, 2018
Recording No.: [Reception No. 2018000040123](#)

(Affects Parcels Three and Four)

81. The effect of Affidavit of Possession of Land:

Recording Date: June 19, 2018
Recording No.: [Reception No. 2018000049285](#)

(Affects Parcel Four)

82. Terms, conditions, provisions, agreements and obligations contained in the Subsurface Use Agreement as set forth below:

Recording Date: November 1, 2018
Recording No.: [Reception No. 2018000088826](#)

(Affects Parcels Two, Three and Four)

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SCHEDULE B
PART II – Exceptions
(Continued)

83. Terms, conditions, provisions, agreements, easements and obligations contained in the Subsurface Easement Agreement as set forth below:

Recording Date: November 1, 2018
Recording No.: [Reception No. 2018000088827](#)

(Affects Parcels Two, Three and Four)

84. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Development Agreement as set forth below:

Recording Date: November 1, 2018
Recording No.: [Reception No. 2018000088835](#)

(Affects Parcels Two, Three and Four)

85. Terms, conditions, provisions, agreements, easements and obligations contained in the Avigation Easement as set forth below:

Recording Date: December 12, 2018
Recording No.: [Reception No. 2018000099141](#)

(Affects Parcels Two, Three and Four)

86. Dry Land Lease, dated January 5, 2004, as amended by the First Amendment to Dry Land Lease, by and between Davene A. Schuh, assigned to Aurora Highlands, LLC on October 31, 2018 (Landlord) and Triple K (Tenant), as evidenced in Special Warranty Deed set forth below:

Recording Date: December 21, 2018
Recording No.: [Reception No. 2018000102102](#)

Recording Date: December 21, 2018
Recording No.: [Reception No. 2018000102104](#)

Recording Date: May 24, 2022
Recording No.: [Reception No. 2022000045699](#)

(Affects All Parcels)

87. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Connection, Dedication and Transportation Agreement (Dedication of Crude Oil) as set forth below:

Recording Date: January 23, 2019
Recording No.: [Reception No. 2019000005765](#)

(Affects All Parcels)

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SCHEDULE B
PART II – Exceptions
(Continued)

88. Terms, conditions, provisions, agreements, easements and obligations contained in the Pipeline Easement Agreement as set forth below:

Recording Date: March 19, 2019
Recording No.: [Reception No. 2019000019967](#)

Partial Assignment of Right-of-Way:
Recording Date: February 28, 2020
Recording No.: [Reception No. 2020000019043](#)

(Affects Parcels Two, Three and Four)

89. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Option Agreement as set forth below:

Recording Date: June 4, 2019
Recording No.: [Reception No. 2019000042145](#)

(Affects All Parcels)

90. Terms, conditions, provisions, agreements, easements and obligations contained in the Temporary Construction Easement Agreement as set forth below:

Recording Date: July 10, 2019
Recording No.: [Reception No. 2019000053755](#)

(Affects All Parcels)

91. Terms, conditions, provisions, agreements and obligations contained in The Aurora Highlands Infrastructure Site Plan – No. 1 as set forth below:

Recording Date: October 17, 2019
Recording No.: [Reception No. 2019000089307](#)

(Affects Parcels Three and Four)

92. Any taxes or assessments by reason of the inclusion of the Land in the ATEC Metropolitan District No. 1, as evidenced by instrument set forth below:

Recording Date: November 19, 2019
Recording No.: [Reception No. 2019000100757](#)

First Amendment thereto:
Recording Date: April 8, 2020
Recording No.: [Reception No. 2020000032178](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

Disclosure to Purchasers:

Recording Date: June 26, 2020
Recording No.: [Reception No. 202000058818](#)

(Affects Parcel Four)

93. Terms, conditions, provisions, agreements, easements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

Recording Date: April 28, 2020
Recording No.: [Reception No. 202000038614](#)

(Affects Parcel Four)

94. Terms, conditions, provisions, agreements, easements and obligations contained in the Public Service Company of Colorado Easement as set forth below:

Recording Date: April 28, 2020
Recording No.: [Reception No. 202000038615](#)

(Affects Parcel Three)

95. Terms, conditions, provisions, agreements and obligations contained in the Master License Agreement 20-13 as set forth below:

Recording Date: May 19, 2020
Recording No.: [Reception No. 202000045282](#)

(Affects Parcel Three)

96. Terms, conditions, provisions, agreements and obligations contained in the Master License Agreement 20-14 as set forth below:

Recording Date: May 19, 2020
Recording No.: [Reception No. 202000045287](#)

(Affects Parcel Two)

97. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2020-04-01 Imposing Facilities Fee on Residential and Commercial Property as set forth below:

Recording Date: June 26, 2020
Recording No.: [Reception No. 202000058814](#)

(Affects Parcel Four)

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SCHEDULE B
PART II – Exceptions
(Continued)

98. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Payment in Lieu of Taxes as set forth below:
- Recording Date: June 30, 2020
Recording No.: [Reception No. 2020000059148](#)
- (Affects Parcels Two, Three and Four)
99. Terms, conditions, provisions, agreements and obligations contained in the Inclusion Agreement as set forth below:
- Recording Date: June 30, 2020
Recording No.: [Reception No. 2020000059465](#)
- (Affects Parcels Two and Three)
100. Terms, conditions, provisions, agreements and obligations contained in the Inclusion Agreement as set forth below:
- Recording Date: June 30, 2020
Recording No.: [Reception No. 2020000059466](#)
- (Affects Parcel Four)
101. Terms, conditions, provisions, agreements and obligations contained in the Crude Oil Pipeline – Site Plan as set forth below:
- Recording Date: July 28, 2020
Recording No.: [Reception No. E0094608](#) (Arapahoe County Records)
- (Affects Parcels Two, Three and Four)
102. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:
- Recording Date: September 1, 2020
Recording No.: [Reception No. 2020000085757](#)
- (Affects Parcels Two, Three and Four)
103. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:
- Recording Date: September 1, 2020
Recording No.: [Reception No. 2020000085774](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

(Affects Parcels Three and Four)

104. Terms, conditions, provisions, agreements and obligations contained in the Natural Gas Pipeline Gathering System As-Built Site Plan as set forth below:

Recording Date: November 10, 2020
Recording No.: [Reception No. 20200000116386](#)

(Affects Parcels Two, Three and Four)

105. Any taxes or assessments by reason of the inclusion of the Land in the Aerotropolis Regional Transportation Authority as evidenced by Resolution set forth below:

Recording Date: April 29, 2021
Recording No.: [Reception No. 2021000052613](#)

(Affects All Parcels)

106. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: August 19, 2021
Recording No.: [Reception No. 2021000099016](#)

(Affects Parcels Two, Three and Four)

107. Terms, conditions, provisions, agreements, easements and obligations contained in the Drainage Easement as set forth below:

Recording Date: November 18, 2021
Recording No.: [Reception No. 2021000135840](#)

(Affects Parcel Four)

108. Terms, conditions, provisions, agreements, easements and obligations contained in the Utility Easement as set forth below:

Recording Date: November 18, 2021
Recording No.: [Reception No. 2021000135841](#)

(Affects Parcel Three)

109. Terms, conditions, provisions, agreements, easements and obligations contained in the Utility Easement as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: November 18, 2021
Recording No.: [Reception No. 2021000135842](#)

(Affects Parcel Four)

110. Terms, conditions, provisions, agreements, easements and obligations contained in the Drainage Easement as set forth below:

Recording Date: November 18, 2021
Recording No.: [Reception No. 2021000135845](#)

(Affects Parcel Three)

111. Terms, conditions, provisions, agreements, easements and obligations contained in the Fire Lane and Public Access Easement as set forth below:

Recording Date: March 8, 2022
Recording No.: [Reception No. 2022000020586](#)

(Affects Parcel Four)

112. Terms, conditions, provisions, agreements, easements and obligations contained in the Fire Lane and Public Access Easement as set forth below:

Recording Date: March 8, 2022
Recording No.: [Reception No. 2022000020587](#)

(Affects Parcel Three)

113. Terms, conditions, provisions, agreements, easements and obligations contained in the Drainage Easement as set forth below:

Recording Date: March 16, 2022
Recording No.: [Reception No. 2022000023955](#)

(Affects Parcel Three)

114. Terms, conditions, provisions, agreements, easements and obligations contained in the Drainage Easement as set forth below:

Recording Date: March 16, 2022
Recording No.: [Reception No. 2022000023957](#)

(Affects Parcel Four)

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SCHEDULE B
PART II – Exceptions
(Continued)

115. Terms, conditions, provisions, agreements, easements and obligations contained in the Utility Easement as set forth below:
- Recording Date: March 16, 2022
Recording No.: [Reception No. 2022000023958](#)
- (Affects Parcel Three)
116. Terms, conditions, provisions, agreements, easements and obligations contained in the Utility Easement as set forth below:
- Recording Date: March 16, 2022
Recording No.: [Reception No. 2022000023959](#)
- (Affects Parcel Four)
117. Terms, conditions, provisions, agreements, easements and obligations contained in the Fire Lane and Public Access Easement as set forth below:
- Recording Date: March 30, 2022
Recording No.: [Reception No. 2022000028334](#)
- (Affects Parcel Three)
118. Terms, conditions, provisions, agreements, easements and obligations contained in the Fire Lane and Public Access Easement as set forth below:
- Recording Date: March 30, 2022
Recording No.: [Reception No. 2022000028335](#)
- (Affects Parcel Four)
119. Terms, conditions, provisions, agreements, reservations and obligations contained in the Special Warranty Deed as set forth below:
- Recording Date: May 24, 2022
Recording No.: [Reception No. 2022000045698](#) (Affects Parcel Four)
- Recording Date: May 24, 2022
Recording No.: [Reception No. 2022000045699](#) (Affects Parcels Two and Three)
- Recording Date: May 24, 2022
Recording No.: [Reception No. 2022000045700](#) (Affects Parcel One)
120. Mineral rights as conveyed by the following instruments, and any and all assignments thereof or interests therein, set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date:	October 23, 1985
Recording No.:	Book 3064 at Page 612 (Affects Parcels Two, Three and Four)
Recording Date:	March 13, 1987
Recording No.:	Book 3286 at Page 190 (Affects Parcels Two, Three and Four)
Recording Date:	August 6, 1987
Recording No.:	Book 3352 at Pages 38, 39 and 40 (Affects Parcels Two, Three and Four)
Recording Date:	April 18, 2011
Recording No.:	Reception No. 2011000024486 (Affects Parcels Two, Three and Four)
Recording Date:	April 27, 2011
Recording No.:	Reception No. 2011000027121 (Affects Parcels Two, Three and Four)
Recording Date:	June 6, 2011
Recording No.:	Reception No. 2011000035804 (Affects Parcels Two, Three and Four)
Recording Date:	February 1, 2013
Recording No.:	Reception No. 2013000010049 (Affects Parcels Two, Three and Four)
Recording Date:	March 11, 2013
Recording No.:	Reception No. 2013000020823 (Affects Parcels Two, Three and Four)
Recording Date:	May 15, 2013
Recording No.:	Reception No. 2013000041419 (Affects Parcels Two, Three and Four)
Recording Date:	September 4, 2014
Recording No.:	Reception No. 2014000059957 (Affects Parcels Two, Three and Four)
Recording Date:	February 19, 2016
Recording No.:	Reception No. 2016000012738 (Affects Parcels Two, Three and Four)
Recording Date:	October 17, 2016
Recording No.:	Reception No. 2016000087997 (Affects Parcels Two, Three and Four)
Recording Date:	June 6, 2017
Recording No.:	Reception No. 2017000048629 (Affects Parcels Two, Three and Four)
Recording Date:	July 17, 2017
Recording No.:	Reception No. 2017000061002 (Affects Parcels Two, Three and Four)
Recording Date:	July 1, 2021
Recording No.:	Reception No. 2021000079575 (Affects Parcels Two, Three and Four)

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SCHEDULE B
PART II – Exceptions
(Continued)

END OF EXCEPTIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



DATE: March 1, 2023
FILE NUMBER: 100-N0041670-020-1TG
PROPERTY ADDRESS: Vacant Land, Aurora, CO
BUYER/BORROWER: Aerotropolis Regional Transportation Authority
OWNER(S): Public Service Company of Colorado, a Colorado corporation
YOUR REFERENCE NUMBER:
ASSESSOR PARCEL NUMBER: 0181900000199 0181900000048 0181900000058

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

None.

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Escrow Officer	ATTN: Tiffany Gilbert PHONE: (303) 291-9844 FAX: (303) 633-7761 E-MAIL: tiffany.gilbert1@fnf.com
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Escrow Assistant	ATTN: PHONE: E-MAIL:
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Title Officer	ATTN: Eric Gonzales PHONE: (303) 692-6796 E-MAIL: egonzales@fnf.com
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Sales Executive	ATTN: NCS Sales E-MAIL:
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TO: Waas Campbell Rivera Johnson and Velasquez 1350 Seventeenth St. Suite 450 Denver, CO 80202	ATTN: Lori Crosby PHONE: (720) 351-4700 FAX: (000) 000-0000 E-MAIL: crosby@wcrlegal.com
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TO: Waas Campbell Rivera Johnson and Velasquez 1350 Seventeenth St. Suite 450 Denver, CO 80202	ATTN: Mikaela Rivera PHONE: (720) 351-4700 FAX: (000) 000-0000 E-MAIL: rivera@wcrlegal.com
---	---

TO: National Commercial Services Main 8055 E Tufts Ave Suite 900 Denver, CO 80237	ATTN: Tiffany Gilbert PHONE: (303) 291-9977 FAX: (303) 633-7720 E-MAIL: tiffany.gilbert1@fnf.com
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**Commitment Transmittal
(Continued)**

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Fidelity 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 EXTRA CONTRACTUAL 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, **Fidelity National Title Insurance Company**, a Florida 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.

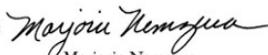
If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Countersigned

By: 
John Miller
Authorized Signature

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity 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.



COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (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.

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- (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>.

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Transaction Identification Data for reference only:

Issuing Agent: Fidelity National Title, National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 100-N0041670-020-1TG
Property Address: Vacant Land, Aurora, CO
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **February 22, 2023**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: **Aerotropolis Regional Transportation Authority**
Proposed Policy Amount: **\$60,787.00**
 - (b) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
 - (c) None
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE
4. The Title is, at the Commitment Date, [vested in](#):
Public Service Company of Colorado, a Colorado corporation
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Owners Policy	1,166.00
Deletions of 1-4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	95.00
ALTA 39-06 - Policy Authentication	0.00
Tax Certificate (3 @ \$18 each)	54.00
Additional Parcel Fee (2 @ \$150 each)	300.00
Title Report	1,250.00

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27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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Page 2



EXHIBIT A
LEGAL DESCRIPTION

PARCEL ONE:

The West 210 feet of Section 16, Township 3 South, Range 65 West, 6th Principal Meridian, EXCEPT any portion lying within the Sky Ranch Electrical Substation Subdivision Filing No. 1 recorded July 30, 1991 at [Reception No. B1014395](#), County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: 0181900000199

PARCEL TWO:

The West 210 feet of Section 21, Township 3 South, Range 65 West, 6th Principal Meridian, EXCEPT that portion conveyed to the City of Aurora, Colorado, a Colorado home rule municipality in Quitclaim Deed and Confirmation of Easement recorded April 22, 2021 at [Reception No. 2021000049636](#), County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: 0181900000048

PARCEL THREE:

The West 210 feet of Section 28, Township 3 South, Range 65 West, 6th Principal Meridian, EXCEPT that portion conveyed to the City of Aurora, Colorado, a Colorado home rule municipality in Quitclaim Deed and Confirmation of Easement recorded April 22, 2021 at [Reception No. 2021000049636](#), County of Adams, State of Colorado.

For Informational Purposes:

Tax ID No.: 0181900000058

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

- d. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Public Service Company of Colorado, a Colorado corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) ~~Recordation of a Statement of Authority~~ **See Below**

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Statement of Authority for Public Service Company of Colorado, a Colorado corporation recorded February 27, 2023 at [Reception No. 2023000010091](#) discloses the following person(s) authorized to sign on behalf of the entity, pursuant to Colorado Revised Statutes:

Richard J. Grady, Manger

- e. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- f. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- g. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

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SCHEDULE B
PART I – Requirements
(Continued)

Party(s): Public Service Company of Colorado, a Colorado corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- h. The Company will require a survey of the subject Land, which is in compliance with minimum technical standards, prepared by a duly registered and licensed surveyor. If the owner of the Land the subject of this transaction is in possession of a survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be submitted to the Company for examination. In order to prevent delays, please furnish the survey at least 10 days prior to the close of this transaction.

If an existing survey is to be relied upon, an affidavit from the seller(s)/mortgagor(s) must be furnished to the Company stating that no improvements have been made on the Land the subject of this transaction or adjacent thereto subsequent to the survey presented to the Company.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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SCHEDULE B
PART II – EXCEPTIONS

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

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

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Reservations contained in the Patent

From: The United States of America
 To: Samuel N. Hoyt
 Recording Date: September 25, 1882
 Recording No: [Book 174 at Page 325](#) (old Denver records)

From: The United States of America
 To: Marcus C. Daily

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: September 25, 1882
Recording No.: [Book A11 at Page 360](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and the reservation from the lands hereby granted of a right of way thereon for ditches or canals constructed by the authority of the United States.

(Affects Parcel Three)

10. One-half of all oil, gas, minerals and minerals rights within the Land, together with the right to prospect for, mine, and remove the same, as reserved to the Estate of Mary E. Heron, a/k/a Mary Foley Heron, deceased, by instrument set forth below:

Recording Date: September 30, 1946
Recording No.: [Book 325 at Page 528](#)

(Affects Parcels Two and Three)

11. One-half of all oil, gas, minerals and minerals rights within the Land, together with the right to prospect for, mine, and remove the same, as reserved to Lyle V. Cooksey, by instrument set forth below:

Recording Date: January 30, 1947
Recording No.: [Book 331 at Page 14](#)

(Affects Parcels Two and Three)

12. Reservations contained in the Patent:

From: The State of Colorado
Recording Date: December 4, 1947
Recording No.: [Book 348 at Page 555](#)

Which among other things recites as follows:

“Reserving, however, to the State of Colorado, all rights to any and all minerals, ores and metals of any kind and character, and all coal, asphaltum, oil, gas or other like substances in or under said land, the right of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances.”

(Affects Parcel One)

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SCHEDULE B
PART II – Exceptions
(Continued)

13. Reservation of oil, gas and mineral rights by David C. King in instrument set forth below:

Recording Date: August 31, 1959
Recording No.: [Book 798 at Page 210](#)

(Affects All Parcels)

14. Terms, conditions, provisions, agreements and obligations contained in the Agreement between Public Service Company of Colorado, a Colorado corporation and Colorado Interstate Gas Company, a Delaware corporation as set forth below:

Recording Date: February 14, 1967
Recording No.: [Book 1345 at Page 246](#)

(Affects Parcel Three)

15. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: September 10, 1969
Recording No.: [Book 2068 at Page 800](#)

(Affects Parcels Two and Three)

16. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: September 10, 1969
Recording No.: [Book 2068 at Page 802](#)

(Affects Parcels Two and Three)

17. Terms, conditions, provisions, agreements and obligations contained in the Agreement between Public Service Company of Colorado, a Colorado corporation and Colorado Interstate Gas Company, a Delaware corporation as set forth below:

Recording Date: August 8, 1972
Recording No.: [Book 1811 at Page 515](#)

(Affects Parcel Three)

18. Terms, conditions, provisions, agreements, easements and obligations contained in the Rule and Order as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: July 8, 1975
Recording No.: [Book 2004 at Page 259](#)

(Affects All Parcels)

19. Terms, conditions, provisions, agreements and obligations contained in the Notice of General Description of Area Served by Panhandle Eastern Pipe Line Company Concerning Underground Facilities Pursuant to C.R.S. Sec. 9-1.5-103 (1) (1981) as set forth below:

Recording Date: June 25, 1986
Recording No.: [Book 3162 at Page 961](#)

(Affects All Parcels)

20. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 87-106 regarding annexation as set forth below:

Recording Date: April 28, 1987
Recording No.: [Book 3308 at Page 813](#)

Annexation Plat:
Recording Date: April 28, 1987
Recording No.: [Reception No. B736411](#)

(Affects All Parcels)

21. Terms, conditions, provisions, agreements, easements and obligations contained in the Grant of Easement granted to the City of Aurora as set forth below:

Recording Date: May 25, 1990
Recording No.: [Book 3677 at Page 362](#)

(Affects Parcel One)

22. Terms, conditions, provisions, agreements, easements and obligations contained in the Grant of Easement granted to Amoco Pipeline Company as set forth below:

Recording Date: February 5, 1992
Recording No.: [Book 3863 at Page 651](#)

(Affects All Parcels)

23. Terms, conditions, provisions, agreements and obligations contained in the License Agreement as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: August 16, 1993
Recording No.: [Book 4130 at Page 815](#)

(Affects Parcels One and Three)

24. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement granted to US West Communications, Inc., a Colorado corporation as set forth below:

Recording Date: September 2, 1993
Recording No.: [Book 4142 at Page 412](#)

(Affects Parcel Three)

25. Terms, conditions, provisions, agreements and obligations contained in the Zoning Hearing Decision – Case #66-96-C Enterprise Lateral Extension, CIG Co. as set forth below:

Recording Date: July 22, 1996
Recording No.: [Book 4798 at Page 672](#)

(Affects Parcel Three)

26. Terms, conditions, provisions, agreements and obligations contained in the Green Valley to Spruce 230/345KV Transmission Line as set forth below:

Recording Date: January 12, 2004
Recording No.: [Reception No. C1263782](#)

(Affects All Parcels)

27. Terms, conditions, provisions, agreements, easements and obligations contained in the Easement Agreement granted to Overland Pass Pipeline Company, L.L.C. as set forth below:

Recording Date: March 5, 2009
Recording No.: [Reception No. 2009000015786](#)

(Affects Parcel Three)

28. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 4, 2010
Recording No.: [Reception No. 2010000066722](#)
Re-Recording Date: February 7, 2012
Re-Recording No.: [Reception No. 2012000008842](#)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity 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.

SCHEDULE B
PART II – Exceptions
(Continued)

Memorandum of Development Agreement:
Recording Date: March 8, 2011
Recording No.: [Reception No. 2011000015289](#)

Memorandum of Joint Operating Agreement:
Recording Date: May 4, 2016
Recording No.: [Reception No. 2016000034245](#)

(Affects Parcel Two and Three)

29. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 4, 2010
Recording No.: [Reception No. 2010000066723](#)
Re-Recording Date: February 7, 2012
Re-Recording No.: [Reception No. 2012000008843](#)

Memorandum of Development Agreement:
Recording Date: March 8, 2011
Recording No.: [Reception No. 2011000015289](#)

Memorandum of Joint Operating Agreement:
Recording Date: May 4, 2016
Recording No.: [Reception No. 2016000034245](#)

(Affects Parcel Two and Three)

30. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 4, 2010
Recording No.: [Reception No. 2010000066724](#)
Re-Recording Date: February 7, 2012
Re-Recording No.: [Reception No. 2012000008845](#)

Memorandum of Development Agreement:
Recording Date: March 8, 2011
Recording No.: [Reception No. 2011000015289](#)

Memorandum of Joint Operating Agreement:
Recording Date: May 4, 2016
Recording No.: [Reception No. 2016000034245](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

(Affects Parcel Two and Three)

31. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 4, 2010
Recording No: [Reception No. 2010000066725](#)
Re-Recording Date: February 7, 2012
Re-Recording No.: [Reception No. 2012000008847](#)

Memorandum of Development Agreement:
Recording Date: March 8, 2011
Recording No.: [Reception No. 2011000015289](#)

Memorandum of Joint Operating Agreement:
Recording Date: May 4, 2016
Recording No.: [Reception No. 2016000034245](#)

(Affects Parcel Two and Three)

32. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: April 28, 2011
Recording No: [Reception No. 2011000027541](#)
Re-Recording Date: February 14, 2012
Re-Recording No.: [Reception No. 2012000010508](#)

Declaration of Pooled Unit:
Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcels Two and Three)

33. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: April 29, 2011
Recording No: [Reception No. 2011000027683](#)
Re-Recording Date: February 14, 2012
Re-Recording No.: [Reception No. 2012000010513](#)

Declaration of Pooled Unit:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: January 28, 2019
Recording No.: [Reception No. 201900006386](#)

(Affects Parcels Two and Three)

34. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: May 31, 2011
Recording No.: [Reception No. 2011000034224](#)
Re-Recording Date: February 15, 2012
Re-Recording No.: [Reception No. 2012000010867](#)

(Affects Parcels Two and Three)

35. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 3, 2011
Recording No.: [Reception No. 2011000064001](#)
Re-Recording Date: February 16, 2012
Re-Recording No.: [Reception No. 2012000011507](#)

(Affects Parcel Two)

36. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: October 3, 2011
Recording No.: [Reception No. 2011000063999](#)
Re-Recording Date: February 16, 2012
Re-Recording No.: [Reception No. 2012000011505](#)

(Affects Parcel One)

37. Terms, conditions, provisions, agreements, easements and obligations contained in the Permanent Easement and Temporary Construction Easement granted to Front Range Pipeline LLC, a Delaware limited liability company as set forth below:

Recording Date: June 17, 2013
Recording No.: [Reception No. 2013000051374](#)

(Affects Parcel Three)

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SCHEDULE B
PART II – Exceptions
(Continued)

38. Terms, conditions, provisions, agreements and obligations contained in the Resolution for Zoning Hearing Decision – Case #PLN2013-00002 Front Range Pipeline as set forth below:

Recording Date: October 30, 2013
Recording No.: [Reception No. 2013000093709](#)

(Affects Parcels Two and Three)

39. The effect of Affidavit of Non-Development as set forth below:

Recording Date: November 27, 2013
Recording No.: [Reception No. 2013000101017](#)

(Affects Parcel Three)

40. Terms, conditions, provisions, agreements and obligations contained in the Development Agreement as set forth below:

Recording Date: December 2, 2013
Recording No.: [Reception No. 2013000101334](#)

(Affects Parcel Three)

41. The effect of Affidavit of Non-Development as set forth below:

Recording Date: February 28, 2014
Recording No.: [Reception No. 2014000012394](#)

(Affects Parcel Two)

42. The effect of Affidavit of Possession of Land as set forth below:

Recording Date: March 11, 2014
Recording No.: [Reception No. 2014000014733](#)

(Affects Parcel Two)

43. The effect of Affidavit of Possession of Land as set forth below:

Recording Date: March 11, 2014
Recording No.: [Reception No. 2014000014734](#)

(Affects Parcel Three)

44. The effect of Affidavit of Non-Development as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: July 10, 2014
Recording No.: [Reception No. 2014000044737](#)

(Affects Parcel One)

45. The effect of Affidavit of Possession of land as set forth below:

Recording Date: October 9, 2014
Recording No.: [Reception No. 2014000069923](#)

(Affects Parcel One)

46. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094361](#)

Declaration of Pooled Unit:

Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcel Two)

47. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094363](#)

Declaration of Pooled Unit:

Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)

(Affects Parcel Two)

48. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094365](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

Declaration of Pooled Unit:

Recording Date: January 24, 2019
Recording No.: [Reception No. 201900005840](#)

(Affects Parcel Two)

49. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094387](#)

Declaration of Pooled Unit:

Recording Date: January 28, 2019
Recording No.: [Reception No. 201900006386](#)

(Affects Parcel Three)

50. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094389](#)

Declaration of Pooled Unit:

Recording Date: January 28, 2019
Recording No.: [Reception No. 201900006386](#)

(Affects Parcel Three)

51. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: November 10, 2015
Recording No.: [Reception No. 2015000094391](#)

Declaration of Pooled Unit:

Recording Date: January 28, 2019
Recording No.: [Reception No. 201900006386](#)

(Affects Parcel Three)

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SCHEDULE B
PART II – Exceptions
(Continued)

52. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: July 5, 2016
Recording No.: [Reception No. 2016000053233](#)

Declaration of Pooled Unit:
Recording Date: January 24, 2019
Recording No.: [Reception No. 2019000005840](#)
And
Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcels Two and Three)

53. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: September 23, 2016
Recording No.: [Reception No. 2016000079991](#)

Declaration of Pooled Unit:
Recording Date: January 28, 2019
Recording No.: [Reception No. 2019000006386](#)

(Affects Parcel Three)

54. Terms, conditions, provisions, agreements and obligations contained in the Master License Agreement as set forth below:

Recording Date: November 17, 2017
Recording No.: [Reception No. D7130767](#) (Arapahoe County Records)

Addendum to Master License Agreement:
Recording Date: February 19, 2019
Recording No.: [Reception No. 2019000011894](#)

(Affects All Parcels)

55. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: February 15, 2018

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No: [Reception No. 2018000013452](#)

(Affects Parcel Two)

56. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: February 15, 2018
Recording No: [Reception No. 2018000013453](#)

(Affects Parcel Two)

57. The effect of Affidavit of Non-Development as set forth below:

Recording Date: February 20, 2018
Recording No.: [Reception No. 2018000014437](#)

(Affects Parcels Two and Three)

58. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.

Recording Date: May 18, 2018
Recording No: [Reception No. 2018000040123](#)

(Affects Parcel Three)

59. Terms, conditions, provisions, agreements, easements and obligations contained in the Subsurface Easement Agreement as set forth below:

Recording Date: November 1, 2018
Recording No.: [Reception No. 2018000088827](#)

(Affects Parcel Two)

60. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Development Agreement as set forth below:

Recording Date: November 1, 2018
Recording No.: [Reception No. 2018000088835](#)

(Affects Parcels Two and Three)

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SCHEDULE B
PART II – Exceptions
(Continued)

61. Terms, conditions, provisions, agreements and obligations contained in the Memorandum of Connection, Dedication and Transportation Agreement (Dedication of Crude Oil) as set forth below:
- Recording Date: January 23, 2019
Recording No.: [Reception No. 2019000005765](#)
- (Affects All Parcels)
62. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:
- Recording Date: September 1, 2020
Recording No.: [Reception No. 2020000085757](#)
- (Affects Parcel Two)
63. Terms, conditions, provisions, agreements and obligations contained in the Request for Notification of Surface Development as set forth below:
- Recording Date: September 1, 2020
Recording No.: [Reception No. 2020000085774](#)
- (Affects Parcel Three)
64. Terms, conditions, provisions, agreements, easements and obligations contained in the Reserved Easement and Rights in Quitclaim Deed and Confirmation of Easement as set forth below:
- Recording Date: April 22, 2021
Recording No.: [Reception No. 2021000049636](#)
- (Affects Parcels Two and Three)
65. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, and any and all assignments thereof or interests therein, as set forth therein.
- Recording Date: August 19, 2021
Recording No.: [Reception No. 2021000099016](#)
- (Affects Parcel Two)
66. Terms, conditions, provisions, agreements and obligations contained in the High Point Distribution Substation Site Plan and Preliminary Transmission Line Site Plan and Conditional Use as set forth below:
- Recording Date: November 5, 2021
Recording No.: [Reception No. 2021000130935](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

(Affects Parcels One and Two)

67. Mineral rights as conveyed by the following instruments, and any and all assignments thereof or interests therein, set forth below:

Recording Date: Recording No.:	October 23, 1985 Book 3064 at Page 612 (Affects Parcels Two and Three)
Recording Date: Recording No.:	March 13, 1987 Book 3286 at Page 190 (Affects Parcels Two and Three)
Recording Date: Recording No.:	August 6, 1987 Book 3352 at Pages 38, 39 and 40 (Affects Parcels Two and Three)
Recording Date: Recording No.:	April 18, 2011 Reception No. 2011000024486 (Affects Parcels Two and Three)
Recording Date: Recording No.:	April 27, 2011 Reception No. 2011000027121 (Affects Parcels Two and Three)
Recording Date: Recording No.:	June 6, 2011 Reception No. 2011000035804 (Affects Parcel Three)
Recording Date: Recording No.:	February 1, 2013 Reception No. 2013000010049 (Affects Parcels Two and Three)
Recording Date: Recording No.:	March 11, 2013 Reception No. 2013000020823 (Affects Parcels Two and Three)
Recording Date: Recording No.:	May 15, 2013 Reception No. 2013000041419 (Affects Parcel Two and Three)
Recording Date: Recording No.:	September 4, 2014 Reception No. 2014000059957 (Affects Parcel Two)
Recording Date: Recording No.:	February 19, 2016 Reception No. 2016000012738 (Affects Parcels Two and Three)
Recording Date: Recording No.:	June 6, 2017 Reception No. 2017000048629 (Affects Parcels Two and Three)
Recording Date: Recording No.:	July 17, 2017 Reception No. 2017000061002 (Affects Parcels Two and Three)
Recording Date:	October 24, 2017

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording No.: [Reception No. 2017000092781](#), and corrected February 5, 2019 at Reception No. [2019000008935](#) (Affects Parcel Three)

Recording Date: November 6, 2017
Recording No.: [Reception No. 2017000097789](#) (Affects Parcel Three)

Recording Date: November 8, 2017
Recording No.: [Reception No. 2017000099121](#) (Affects Parcel Three)

Recording Date: September 12, 2018
Recording No.: [Reception No. 2018000074348](#) (Affects Parcel Three)

Recording Date: February 8, 2019
Recording No.: [Reception No. 2019000009776](#) (Affects Parcel Three)

Recording Date: July 1, 2021
Recording No.: [Reception No. 2021000079575](#) (Affects Parcel Two)

END OF EXCEPTIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title, National Commercial Services conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice’s effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer