



TITLE DEPARTMENT – DELIVERY TRANSMITTAL

Closing Location:

501 S. Cherry Street, Suite 700
Glendale, CO 80246
Phone: (720)542-6940 Fax: (303)648-4238

Order No.: 109-2312440-S
Property Address: Lot 1 Block 7 High Point East Flg 4, Aurora, CO 80019
Buyer(s)/Borrower(s): QuikTrip Corporation, an Oklahoma corporation
Seller(s): ACM High Point VI K LLC, a Delaware limited liability company

BUYER/BORROWER

QuikTrip Corporation, an Oklahoma corporation
Delivered Via Agent

SELLING AGENT/BROKER

NAVPOINT REAL ESTATE GROUP

Mike Quinlan
Email: mike.quinlan@navpointre.com
Phone: 303-726-4730

SELLER

ACM High Point VI K LLC, a Delaware limited liability company
Delivered Via Agent

LISTING AGENT/BROKER

DAVID, HICKS & LAMPERT BROKERAGE, LLC

Allen Lampert
Email: allen.lampert@dhlb.com

Robin Nicholson
Email: robin.nicholson@dhlb.com

ATTORNEY

WESTSIDE PROPERTY INVESTMENT COMPANY, INC.

Michael J. Schroeder, Esq.
Email: mschroeder@westsideinv.com

ATTORNEY

BROWNSTEIN HYATT FARBER SCHRECK, LLP

Kathy L. Oster
Email: koster@bhfs.com
Phone: 303.223.1343

Nick J. Larson
Email: nlarson@bhfs.com

Ryan M. Podstupka
Email: rpodstupka@bhfs.com

OTHER

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT

Megan Becher
Email: mbecher@specialdistrictlaw.com
Phone: 303-592-4380

Above is a list of clients to whom the attached materials have been delivered. First Integrity Title Company has several office locations in which to serve you. The location noted on the commitment may not be your closing location. Please contact the closer below to confirm the closing destination as well as any inquiries or questions you may have. We sincerely thank you for your business and look forward to serving you.

Escrow Team:

Sabina Petkov
E-Mail Address: spetkov@firstintegritytitle.com
Phone: 720-351-4411
501 S. Cherry Street, Suite 700
Glendale, CO 80246

Kristin Atkins
E-Mail Address: kristin.atkins@firstintegritytitle.com
Phone: (303)630-1807
501 S. Cherry Street, Suite 700
Glendale, CO 80246

WIRE INSTRUCTIONS:

Bank Name: First Western Trust Bank
Bank Address: 1900 16th Street, Suite 1200, Denver, CO 80202
ABA NO.: 102007011
ACCOUNT: 2067300
CREDIT: First Integrity Title Company
REFERENCE: 109-2312440-S

All Cashier's Checks must be payable to:
First Integrity Title Company



ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
CHICAGO TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, 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; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

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

10. CLASS ACTION

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

11. ARBITRATION

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

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **First Integrity Title Company**
Loan ID No.:
Commitment No.: 109-2312440-S
Property Address: Lot 1 Block 7 High Point East Flg 4, Aurora, CO 80019

SCHEDULE A

1. Commitment Date: **August 29, 2024**

2. Policy to be issued:	Premium
a. ALTA Owners Policy (07/01/2021)	\$5,881.00
Proposed Insured: QuikTrip Corporation, an Oklahoma corporation	
Proposed Amount of Insurance: \$6,392,516.00	
The estate or interest to be insured: Fee Simple as to Parcel A; Easement as to Parcel B	

Endorsements:

CO-110.1 Delete 1-5, 7	\$95.00
ALTA Endorsement 8.2-06 (Commercial Environmental Protection Lien)	\$1,000.00
ALTA Endorsement 9.1-06 (Covenants, Conditions and Restrictions - Unimproved Land - Owner's Policy)	\$2,000.00
ALTA Endorsement 25-06 (Same As Survey)	\$1,000.00
ALTA Endorsement 18-06 (Single Tax Parcel)	\$250.00
ALTA Endorsement 26 (Subdivision)	\$250.00
103.7-06 (Land Abuts Street)	\$250.00

Additional Title Charges:

Tax Certificate	\$25.00
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3. The estate or interest in the Land at the Commitment Date is:

Fee Simple as to Parcel A;
Easement as to Parcel B

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

[ACM High Point VI K LLC, a Delaware limited liability company](#)

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule A



109-2312440-S

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule A



109-2312440-S

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.
6. Receipt by the Company of the appropriate affidavit and indemnity executed by the owners of the subject property.
7. Special Warranty Deed must be sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, item 2A.

Note: C.R.S. §38-35-109(2) required that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the Deed to be recorded.

8. Intentionally deleted.
9. Intentionally deleted.
10. An ALTA/NSPS Land Survey sufficient in content and form and certified to First Integrity Title Company and Chicago Title Insurance Company, must be furnished to the Company. Exception will be taken to adverse matters disclosed thereby.

Note: The Survey is necessary to provide Extended Coverage, and ALTA 9.1, 17, 17.1 and 25 to the Proposed Purchaser.

Note: The Survey must contain the legal description of both Parcels A and B

11. Intentionally deleted.
12. Recordation of the Reciprocal Easement and Cost Sharing Agreement.
13. Evidence that Compliance with local laws, regulations and procedures for accomplishing the parcel split contemplated herein, have been approved.

Note: This requirement is necessary in order to provide the ALTA 26.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BI



109-2312440-S

THE PARTIES INVOLVED IN THE TRANSACTION MUST INFORM THE COMPANY, IN WRITING, IF ANY PORTION OF THE PROPERTY WILL BE USED IN CONNECTION WITH THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA.

NOTICE: 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 PERMITTED TO PROVIDE ESCROW SERVICES OR TITLE INSURANCE FOR ANY TRANSACTION INVOLVING REAL PROPERTY THAT IS ASSOCIATED WITH THESE ACTIVITIES.

End of Schedule B, Part I

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



109-2312440-S

SCHEDULE B, PART II

Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions 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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights, interest or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.

NOTE: UPON COMPLIANCE WITH ALL REQUIREMENTS SET FORTH IN SCHEDULE A, EXCEPTIONS 1-5, 7 WILL BE DELETED FROM THE FINAL POLICY BY ENDORSEMENT 110.1 WHEN ISSUED. EXCEPTION 8 WILL BE MODIFIED ON THE FINAL POLICY TO READ AS FOLLOWS: Taxes and assessments for the year 2024, and all subsequent years (which are shown as existing liens by the public records) which are not yet due and payable.)

9. ALL PRESCRIPTIVE RIGHTS AND USES AS EVIDENCED BY ASSIGNMENT OF PRESCRIPTIVE RIGHTS AND USES BY AND BETWEEN UNION RURAL ELECTRIC ASSOCIATION AND PUBLIC SERVICE COMPANY OF COLORADO RECORDED FEBRUARY 6, 1992 IN [BOOK 3864 AT PAGE 92](#).
10. RESTRICTIONS IMPOSED BY THE ORDINANCE RECORDED ON APRIL 22, 2005 AT RECEPTION NO. [20050422000421250](#) PERTAINING TO ZONING.
11. RESTRICTIONS IMPOSED BY THE ORDINANCE RECORDED ON MAY 26, 2005 AT RECEPTION NO. [20050526000559130](#) PERTAINING TO ANNEXATION.

NOTE: ANNEXATION MAP RECORDED MAY 26, 2005 AT RECEPTION NO. [20050526000559140](#).

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



109-2312440-S

12. NON-TRIBUTARY AND NOT NON-TRIBUTARY WATER AND WATER RIGHTS AND ALL RIGHTS ASSOCIATED THEREWITH CONVEYED TO THE CITY OF AURORA IN THE DEED RECORDED SEPTEMBER 29, 2005 AT RECEPTION NO. [20050929001065440](#).
13. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE JOINT DEVELOPMENT AGREEMENT RECORDED AUGUST 15, 2005 AT RECEPTION NO. [20050815000866760](#).
14. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE GRANT OF AVIGATION EASEMENT RECORDED SEPTEMBER 30, 2005 AT RECEPTION NO. [20050930001069820](#).
15. Intentionally deleted.
16. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE HIGHPOINT FRAMEWORK DEVELOPMENT PLAN RECORDED APRIL 21, 2006 AT RECEPTION NO. [20060421000409400](#) AND AMENDMENT NO. 3 RECORDED APRIL 11, 2017 AT RECEPTION NO. [2017000031071](#).
17. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE LARGE PLANNED COMMUNITY AFFIDAVIT RECORDED MAY 5, 2006 AT RECEPTION NO. [20060505000467000](#).
18. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 18, 2006 AT RECEPTION NO. [20060918000937580](#).
19. MATTERS SET FORTH IN ARTICLE 1 AVIGATION EASEMENT ATTACHED TO SPECIAL WARRANTY DEED RECORDED JULY 24, 2017 AT RECEPTION NO. [2017000063263](#) AND SPECIAL WARRANTY DEED RECORDED _____, AT RECEPTION NO. _____.
20. MINERAL RIGHTS AS CONVEYED BY MINERAL DEEDS RECORDED JULY 24, 2017 AT RECEPTION NO. [2017000063268](#), JULY 24, 2017 AT RECEPTION NO. [2017000063271](#), AND NOVEMBER 30, 2017 AT RECEPTION NO. [2017000105531](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
21. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE SURFACE USE AGREEMENT RECORDED JULY 24, 2017 AT RECEPTION NO. [2017000063272](#), AND FIRST AMENDMENT RECORDED MAY 8, 2018 AT RECEPTION NO. [2018000037326](#) AND SECOND AMENDMENT RECORDED FEBRUARY 22, 2019 AT RECEPTION NO. [2019000013129](#).
22. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE DECLARATION OF PAYMENT IN LIEU OF TAXES RECORDED SEPTEMBER 15, 2020 AT RECEPTION NO. [2020000091766](#).
23. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE HIGH POINT AT DIA MASTER PLAN AMENDMENT NO. 4 RECORDED NOVEMBER 25, 2020 AT RECEPTION NO. [2020000123479](#).
24. RESERVATION OF OIL, GAS AND OTHER MINERALS AS RESERVED IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2020 AT RECEPTION NO. [2020000139521](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



109-2312440-S

25. RESTRICTIONS IMPOSED BY THE ORDINANCE RECORDED ON AUGUST 3, 2021 AT [2021000091484](#) PERTAINING TO REZONING.
26. ANY AND ALL NOTES, EASEMENTS AND RECITALS AS DISCLOSED ON THE RECORDED PLAT OF HIGH POINT EAST SUBDIVISION FILING NO. 4, RECORDED MAY 3, 2022 AT RECEPTION NO. [2022000039717](#), AND AFFIDAVIT OF PLAT CORRECTION RECORDED JUNE 14, 2023 AT RECEPTION NO. [2023000033490](#).
27. ANY AND ALL NOTES, EASEMENTS AND RECITALS AS DISCLOSED ON THE RECORDED GUN CLUB ROAD-INFRASTRUCTURE SITE PLAN, RECORDED OCTOBER 21, 2022 AT RECEPTION NO. [2022000086372](#).
28. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE MASTER LICENSE AGREEMENT RECORDED MAY 18, 2022 AT RECEPTION NO. [2022000044423](#).
29. Intentionally deleted.
30. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE DECLARATION OF RESTRICTIVE COVENANT RECORDED _____, AT RECEPTION NO. _____.
31. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE RECIPROCAL EASEMENT AND COST SHARING AGREEMENT RECORDED _____, 2024, AT RECEPTION NO. _____.
32. RESERVATION OF OIL, GAS AND OTHER MINERALS AS RESERVED IN SPECIAL WARRANTY DEED RECORDED _____, 2024 AT RECEPTION NO. _____, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
33. MATTERS SHOWN ON THE ALTA PREPARED BY BRYAN J. DENNIS ON _____ PROJECT NO. 4283 AS FOLLOWS:
- A. FENCE LINES AND GRAVEL ROAD BEING USED FOR CONSTRUCTION EXIST ON SUBJECT PROPERTY OUTSIDE THE TEMPORARY CONSTRUCTION EASEMENT.

End of Schedule B, Part II

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



109-2312440-S

SCHEDULE C (Exhibit A)

The Land referred to is described as follows:

PARCEL A:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 7, HIGH POINT EAST FILING NO. 4, RECORDED AT RECEPTION NO. [2022000039717](#) OF THE ADAMS COUNTY CLERK AND RECORDER OFFICE AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, ADAMS COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON CITY OF AURORA CONTROL NETWORK, FROM HORIZONTAL CONTROL MAP 94U, DATED NOVEMBER 03, 2008, BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 65 WEST, MONUMENTED ON THE WEST END OF THE LINE BY THE NORTHWEST CORNER OF SECTION 7, BEING A FOUND 2-1/2" ALUMINUM CAP STAMPED "R. NOBBE, T3S R65W S1, S6, S7, S12, 2023, PLS #23899" IN A RANGE BOX, 0.50' BELOW, AND ON THE EAST END BY THE NORTH QUARTER CORNER OF SECTION 7, BEING A 2-1/2" ALUMINUM CAP R. NOBBE, T3S R65W S1, S6, S7, S12, 2023, PLS #23899" IN A RANGE BOX, 0.20' BELOW, AND IS CONSIDERED TO BEAR N88°30'38"E.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12, TOWNSHIP 3 SOUTH, RANGE 66 WEST; THENCE WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12, S89°57'29"W, A DISTANCE OF 139.60 FEET;

THENCE DEPARTING SAID NORTH LINE, S00°02'31"E, A DISTANCE OF 83.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST 64TH AVENUE AND THE NORTH LINE OF SAID LOT 1, BLOCK 7, HIGH POINT EAST FILING NO. 4, BEING A POINT OF NON-TANGENT CURVATURE TO THE RIGHT, AND BEING THE POINT OF BEGINNING;

THENCE WITH THE NORTHEASTERLY AND EAST LINES OF SAID LOT 1, BLOCK 7, AND THE WEST RIGHT OF WAY LINES OF GUN CLUB ROAD THE FOLLOWING FOUR CALLS;

ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°49'58", HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 156.79 FEET, WITH A CHORD BEARING OF S45°07'08"E AND A CHORD DISTANCE OF 141.21 FEET;

S00°13'54"E, A DISTANCE OF 16.12 FEET;

S89°54'49"W, A DISTANCE OF 0.41 FEET;

S00°21'01"E, A DISTANCE OF 249.05 FEET;

THENCE DEPARTING SAID WEST RIGHT OF WAY LINE AND SAID EAST LINE, S89°38'59"W, A DISTANCE OF 908.91 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, BLOCK 7, AND EAST LINE OF E-470 RIGHT-OF-WAY;

THENCE WITH SAID WEST LINE AND EAST RIGHT-OF-WAY LINE THE FOLLOWING THREE CALLS;

N19°45'51"W, A DISTANCE OF 102.19 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT;

ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°39'06", HAVING A RADIUS OF 1442.05 FEET, AN ARC LENGTH OF 117.08 FEET, WITH A CHORD BEARING OF N17°26'39"W AND A CHORD DISTANCE OF 117.04 FEET;

N34°44'47"E, A DISTANCE OF 101.42 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1, BLOCK 7, AND BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST 64TH AVENUE;

THENCE WITH SAID SOUTH RIGHT-OF-WAY LINE AND NORTH LINE OF SAID LOT 1, BLOCK 7 THE FOLLOWING THREE CALLS;

N83°21'23"E, A DISTANCE OF 683.79 FEET;

N89°57'17"E, A DISTANCE OF 112.61 FEET;

N89°59'33"E, A DISTANCE OF 27.69 FEET TO THE POINT OF BEGINNING.

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

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule C



109-2312440-S

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

BRIAN J. DENNIS, PLS 38069
PROJECT NO. QKT04283.10
PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC
1155 KELLY JOHNSON BLVD, SUITE #305
COLORADO SPRINGS, COLORADO 80920

PARCEL B:

EASEMENTS AS SET FORTH IN THE RECIPROCAL EASEMENT AND COST SHARING AGREEMENT RECORDED
_____, 2024 AT RECEPTION NO. _____.

For information purposes only: Lot 1 Block 7 High Point East Flg 4, Aurora, CO 80019
APN/Parcel ID: 0182112101003

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

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule C



109-2312440-S

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

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 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 nonaffiliated third party service providers 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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:

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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: You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: 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: BCPINFO@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.

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, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710, or by mail to:

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

First Integrity Title Company

PRIVACY POLICY

Committed to Protecting Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. You have a right to know how we will utilize the personal information you provide to us. Therefore, **First Integrity Title Company** has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- b. Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- c. Information about your transactions with us, our agents, or others; and
- d. Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for giving us the opportunity to provide your closing and settlement services.

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 Owner's Policy of Title Insurance and is responsible for the recording and The Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 1 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 unfilled Mechanics or Materialmen's 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 the requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, 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, 1987 the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - 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, 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.