# Land Title Guarantee Company
## Customer Distribution

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

Order Number: **ABC70641534-13** Date: **04/17/2020**

Property Address: **PA8 A & 8B, AURORA, CO**

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

| For Closing Assistance | Closer's Assistant | For Title Assistance |
|---|---|---|
| Derek Greenhouse<br>3033 EAST FIRST AVENUE, SUITE 600<br>DENVER, CO 80206<br>(303) 331-6239 (Work)<br>(303) 393-4783 (Work Fax)<br>dgreenhouse@ltgc.com<br>Company License: CO44565 | Valerie Fertig<br>3033 EAST FIRST AVENUE, SUITE 600<br>DENVER, CO 80206<br>(303) 331-6217 (Work)<br>(303) 393-4739 (Work Fax)<br>vfertig@ltgc.com<br>Company License: CO44565 | Scott Bennetts<br>5975 GREENWOOD PLAZA BLVD<br>GREENWOOD VILLAGE, CO 80111<br>(303) 850-4175 (Work)<br>sbennetts@ltgc.com |

THE SAN JUAN COMPANY
Attention: BILL WICHTERMAN
4530 E SHEA BLVD #100
PHOENIX, AZ 85028
(602) 448-9392 (Work)
(602) 391-2660 (Work Fax)
bill@thesanjuancompany.com
Delivered via: Electronic Mail

JLL
Attention: CARMON HICKS
1225 17TH ST #1900
DENVER, CO 80202
(303) 217-7975 (Work)
carmon.hicks@am.jll.com
Delivered via: Electronic Mail

JLL
Attention: BRIAN LEONARD
1225 17TH ST #1900
DENVER, CO 80202
(303) 260-6500 (Work)
Brian.Leonard@am.jll.com
Delivered via: Electronic Mail

OTTEN JOHNSON ROBINSON NEFF & RAGONETTI PC
Attention: CORY M RUTZ
950 17TH ST #1600
DENVER, CO 80202
(303) 575-7531 (Work)
(303) 825-6525 (Work Fax)
crutz@ottenjohnson.com
Delivered via: Electronic Mail

OTTEN JOHNSON ROBINSON NEFF & RAGONETTI PC
Attention: LOLA PETERS
950 17TH ST #1600
DENVER, CO 80202
(303) 575-7598 (Work)
lpeters@ottenjohnson.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY
Attention: MINDY HUMPHREY
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 618-6569 (Cell)
(303) 331-6274 (Work)
(303) 393-4912 (Work Fax)
mhumphrey@ltgc.com
Delivered via: Electronic Mail

# Land Title Guarantee Company
## Estimate of Title Fees

Order Number: **ABC70641534-13** Date: **04/17/2020**

Property Address: **PA8 A & 8B, AURORA, CO**

Parties: **KROGER OZ3 LLC, AN OHIO LIMITED LIABILITY COMPANY**

**ACP DIA 1287 INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY**

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

| Estimate of Title insurance Fees | |
|---|---|
| "ALTA" Owner's Policy 06-17-06 Builder/Developer Rate | $7,789.00 |
| Deletion of Standard Exception(s) | $100.00 |
| Endorsement ALTA 25-06 | $1,500.00 |
| Endorsement ALTA 3-06 | $1,500.00 |
| Endorsement ALTA 17-06 | $100.00 |
| Endorsement ALTA 17.2-06 | $100.00 |
| Endorsement ALTA 18.1-06 | $100.00 |
| Endorsement ALTA 9.1-06 | $2,000.00 |
| Endorsement ALTA 26-06 | $1,500.00 |
| Endorsement ALTA 39-06 | $0.00 |
| Endorsement Arbitration Deletion-06 | $100.00 |
| Tax Certificate | $26.00 |
| | **Total $14,815.00** |

If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.

**Thank you for your order!**

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

**Chain of Title Documents:**

Adams county recorded 10/04/2006 under reception no. 2006000986489

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number: ABC70641534-13**

**Property Address:**

PA8 A & 8B, AURORA, CO

1. **Effective Date:**

   04/14/2020 at 5:00 P.M.

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

   "ALTA" Owner's Policy 06-17-06 Builder/Developer Rate $9,000,000.00
   Proposed Insured:
   KROGER OZ3 LLC, AN OHIO LIMITED LIABILITY COMPANY

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A Fee Simple

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

   ACP DIA 1287 INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 8, BEING MONUMENTED BY A FOUND 2-1/4 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 38318, WHENCE THE NORTHWEST CORNER OF SAID SECTION 8, MONUMENTED BY A FOUND 1-1/2 INCH DIAMETER METAL PIPE WITH 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 23521, IS ASSUMED TO BEAR NORTH 00°46’23” WEST, 2655.85 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°43'41" EAST, A DISTANCE OF 658.29 FEET, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE NORTH 00°16'19" EAST, A DISTANCE OF 40.00 FEET, TO THE NORTH LINE OF THE PROPOSED 60TH AVENUE RIGHT OF WAY, BEING THE POINT OF BEGINNING;

THENCE NORTH 00°12'50" EAST, A DISTANCE OF 1705.00 FEET;

THENCE SOUTH 89°43'42" EAST, A DISTANCE OF 1271.00 FEET, TO A POINT ON THE WESTERLY LINE OF THE OF THE PROPOSED JACKSON GAP STREET RIGHT OF WAY WIDENING;

THENCE SOUTH 00°12'50" WEST, A DISTANCE OF 425.58 FEET, ALONG THE WESTERLY LINE OF THE PROPOSED JACKSON GAP STREET RIGHT OF WAY WIDENING;

THENCE SOUTH 00°12'50" WEST, A DISTANCE OF 347.33 FEET, CONTINUING ALONG THE WESTERLY LINE OF THE PROPOSED JACKSON GAP STREET RIGHT OF WAY WIDENING;

THENCE SOUTH 01°41'44" EAST, A DISTANCE OF 210.09 FEET, CONTINUING ALONG THE WESTERLY LINE OF THE PROPOSED JACKSON GAP STREET RIGHT OF WAY WIDENING;

THENCE SOUTH 00°12'50" WEST, A DISTANCE OF 702.10 FEET, CONTINUING ALONG THE WESTERLY LINE OF THE PROPOSED JACKSON GAP STREET RIGHT OF WAY WIDENING, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°03'28", AN ARC LENGTH OF 31.44 FEET, THE CHORD OF WHICH BEARS SOUTH 45°14'34" WEST, A DISTANCE OF 28.30 FEET, TO THE NORTH LINE OF THE PROPOSED 60TH AVENUE RIGHT OF WAY;

THENCE NORTH 89°43'42" WEST, A DISTANCE OF 1257.98 FEET, ALONG THE NORTH LINE OF THE PROPOSED 60TH AVENUE RIGHT OF WAY, TO THE POINT OF BEGINNING.

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

LEGAL DESCRIPTION PREPARED BY:

KEVIN J. KUCHARCZYK, PLS 34591
FOR AND ON BEHALF OF CVL CONSULTANTS OF COLORADO, INC.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** ABC70641534-13

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

1. WARRANTY DEED FROM ACP DIA 1287 INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO KROGER OZ3 LLC, AN OHIO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

   NOTE: STATEMENT OF AUTHORITY FOR ACP DIA 1287 INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED FEBRUARY 07, 2018 UNDER RECEPTION NO. **2018000011258** DISCLOSES JOSEPH C. CATTANEO AS PRESIDENT WHO MAY ACQUIRE, CONVEY, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

2. (THIS ITEM WAS INTENTIONALLY DELETED)

3. (THIS ITEM WAS INTENTIONALLY DELETED)

4. (THIS ITEM WAS INTENTIONALLY DELETED)

5. (THIS ITEM WAS INTENTIONALLY DELETED)

   NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

   NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS WILL BE AMENDED AS FOLLOWS:

   ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF ACP DIA 1287 INVESTORS, LLC, A COLORADO LIMITED LIABILITY COMPANY.
   OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF KROGER OZ3 LLC, AN OHIO LIMITED LIABILITY COMPANY.

   NOTE: ITEM 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTION(S) AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH.

   NOTE: UPON PROOF OF PAYMENT OF 2019 TAXES, ITEM 6 WILL BE AMENDED TO READ:

   TAXES AND ASSESSMENTS FOR THE YEAR 2020 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.

   NOTE: ITEMS 7(A) AND 7(B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

   NOTE: ITEM 8 UNDER SCHEDULE B-2 WILL BE DELETED UPON PROOF FROM THE OWNER STATING THERE ARE NO LEASES OR TENANTS ON SUBJECT PROPERTY.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABC70641534-13

**This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.**

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. (THIS ITEM WAS INTENTIONALLY DELETED)
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 23, 1904 IN BOOK 16 AT PAGE **134**.
11. OIL, GAS AND MINERAL RESERVATION BY BOX ELDER FARMS CO., A COLORADO CORPORATION, AS SET FORTH IN DEED RECORDED DECEMBER 6, 1949 IN BOOK 385 AT PAGE **324**, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTEREST THEREIN.
12. (THIS ITEM WAS INTENTIONALLY DELETED)
13. (THIS ITEM WAS INTENTIONALLY DELETED)
14. (THIS ITEM WAS INTENTIONALLY DELETED)
15. (THIS ITEM WAS INTENTIONALLY DELETED)
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. **2007000090898**.
17. (THIS ITEM WAS INTENTIONALLY DELETED)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABC70641534-13

18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED NOVEMBER 05, 2007 UNDER RECEPTION NO. **2007000103353**.

    FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED SEPTEMBER 2, 2011 UNDER RECEPTION NO. **2011000056935**.

19. THOSE CERTAIN WATER RIGHTS CONVEYED TO THE CITY OF AURORA BY BARGAIN AND SALE DEED RECORDED MARCH 21, 2008 UNDER RECEPTION NO. **2008000022626**.

20. (THIS ITEM WAS INTENTIONALLY DELETED)

21. (THIS ITEM WAS INTENTIONALLY DELETED)

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDER OF EXCLUSION RECORDED APRIL 19, 2012 UNDER RECEPTION NO. **2012000028492**.

23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN FRAMEWORK DEVELOPMENT PLAN RECORDED MARCH 4, 2013 UNDER RECEPTION NO. **2013000018945** AND PORTEOS FRAMEWORK DEVELOPMENT PLAN RECORDED OCTOBER 7, 2019 UNDER RECEPTION NO. **2019000085487**

24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AVIGATION EASEMENT RECORDED SEPTEMBER 23, 2013 UNDER RECEPTION NO. **2013000082627**.

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF RESTRICTIONS RECORDED NOVEMBER 04, 2013 UNDER RECEPTION NO. **2013000094641**.

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESTRICTIVE COVENANTS FOR PORTEOS RECORDED NOVEMBER 04, 2013 UNDER RECEPTION NO. **2013000094642** AND FIRST AMENDMENT RECORDED JULY 20, 2016 UNDER RECEPTION NO. **2016000058216**.

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN INFRASTRUCTURE CONTEXTUAL SITE PLAN NO. 1 AT PORTEOS RECORDED APRIL 23, 2014 UNDER RECEPTION NO. **2014000024546**.

28. (THIS ITEM WAS INTENTIONALLY DELETED)

29. (THIS ITEM WAS INTENTIONALLY DELETED)

30. (THIS ITEM WAS INTENTIONALLY DELETED)

31. (THIS ITEM WAS INTENTIONALLY DELETED)

32. (THIS ITEM WAS INTENTIONALLY DELETED)

33. ORDER OF EXCLUSION FROM VELOCITY METROPOLITAN DISTRICT NO. 9 RECORDED JUNE 16, 2016 UNDER RECEPTION NO. **2016000047313**.

34. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE THE PORTEOS BUSINESS IMPROVEMENT DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 02, 2016, UNDER RECEPTION NO. **20160000104551**.

35. OIL AND GAS LEASE RECORDED DECEMBER 19, 2016 UNDER RECEPTION NO. **20160000110828** AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** ABC70641534-13

36. OIL AND GAS LEASE RECORDED DECEMBER 19, 2016 UNDER RECEPTION NO. **20160000110835** AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED DECEMBER 19, 2016 UNDER RECEPTION NO. **2016000110837**.

38. (THIS ITEM WAS INTENTIONALLY DELETED)

39. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED RECORDED APRIL 24, 2017 UNDER RECEPTION NO. **2017054109**, DENVER COUNTY RECORDS.

40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED RECORDED APRIL 24, 2017 UNDER RECEPTION NO. **2017054132**, DENVER COUNTY RECORDS.

41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED RECORDED MAY 02, 2017 UNDER RECEPTION NO. **20170000038195**.

42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MINERAL DEED RECORDED MAY 02, 2017 UNDER RECEPTION NO. **20170000038196**.

43. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE VELOCITY METROPOLITAN DISTRICT NO. 6, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 06, 2019, UNDER RECEPTION NO. **2019000074160**.

44. (THIS ITEM WAS INTENTIONALLY DELETED)

45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF RESTRICTIONS RECORDED JULY 16, 2018 UNDER RECEPTION NO. **2018000056917**, FIRST AMENDMENT THERETO RECORDED DECEMBER 16, 2019 UNDER RECEPTION NO. **2019000110274** AND SECOND AMENDMENT THERETO RECORDED _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _, 2020 UNDER RECEPTION NO. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _..

46. (THIS ITEM WAS INTENTIONALLY DELETED)

47. (THIS ITEM WAS INTENTIONALLY DELETED)

48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF DEVELOPMENT AND ESCROW AGREEMENT RECORDED _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _, 2020 UNDER RECEPTION NO. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _.

49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESTRICTIVE COVENANT RECORDED _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _, 2020 UNDER RECEPTION NO. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _.

# LAND TITLE GUARANTEE COMPANY
# DISCLOSURE STATEMENTS

**Note: Pursuant to CRS 10-11-122, notice is hereby given that:**

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

# JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

# Commitment For Title Insurance

# Issued by Old Republic National Title Insurance Corporation

**NOTICE**

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

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

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

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

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

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**

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

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

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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

Senior Vice President

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**
*A Stock Company*
*400 Second Avenue South, Minneapolis, Minnesota 55401*
*(612) 371-1111*

*By* *President*

*Attest* *Secretary*

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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