

Parcel Map Check Report

Client: Roth Lang Engineering Group

Prepared by: Engineering Service Company

Date: 3/24/2022 1:55:19 PM

Parcel Name: Abilene Station Subdivision Filing No. 2

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 1,625,526.5807'

East: 3,132,699.3718'

Segment# 1: Curve

Length: 94.2478'

Radius: 60.0000'

Delta: 90°00'00"

Tangent: 60.0000'

Chord: 84.8528'

Course: N44°26'56"E

Course In: N0°33'04"W

Course Out: N89°26'56"E

RP North: 1,625,586.5779'

East: 3,132,698.7947'

End North: 1,625,587.1550'

East: 3,132,758.7919'

Segment# 2: Line

Course: N89°26'56"E

Length: 261.2700'

North: 1,625,589.6681'

East: 3,133,020.0498'

Segment# 3: Line

Course: S0°31'58"E

Length: 311.0000'

North: 1,625,278.6815'

East: 3,133,022.9417'

Segment# 4: Line

Course: S89°26'56"W

Length: 504.5640'

North: 1,625,273.8284'

East: 3,132,518.4010'

Segment# 5: Line

Course: N0°33'04"W

Length: 251.0000'

North: 1,625,524.8167'

East: 3,132,515.9868'

Segment# 6: Line

Course: N89°26'56"E

Length: 183.3935'

North: 1,625,526.5807'

East: 3,132,699.3718'

Perimeter: 1,605.4753'

Error Closure: 0.0000

Error North : 0.00002

Area: 143,103.83Sq.Ft.

Course: N39°28'08"W

East: -0.00001

Precision 1: 1,605,475,300.0000



DATE: March 18, 2022

FILE NUMBER: 100-N0037386-010-TO2

PROPERTY ADDRESS: Vacant Land, Englewood, CO 80111-4105

BUYER/BORROWER: Lender with contractual obligations under a Loan Agreement with the vested owner identified at item 4 below.

OWNER(S): Abilene Station LLC, a Colorado limited liability company, successor in interest to

Abilene Corporate Center LLC, a Colorado limited liability company

YOUR REFERENCE NUMBER: Lender with contract

ASSESSOR PARCEL NUMBER: 1975-07-2-32-004

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: Title Only 10 PHONE: FAX: (303) 633-7720 E-MAIL:
Escrow Assistant	ATTN: PHONE: E-MAIL:
Title Officer	ATTN: Shawn Cardin PHONE: (303) 692-6771 E-MAIL: scardin@fnf.com
Sales Executive	ATTN: Natl Import E-MAIL:

TO: Commonwealth Land Title Insurance 2390 E. Camelback Rd. Suite 230 Phoenix, AZ 85016	ATTN: Sheri Bessette PHONE: (602) 287-3523 FAX: (000) 000-0000 E-MAIL: sbessette@cltic.com
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TO: Commonwealth Land Title Insurance 2390 E. Camelback Rd. Suite 230 Phoenix, AZ 85016	ATTN: Andrew Platt PHONE: (602) 287-3523 FAX: (000) 000-0000 E-MAIL: andrew.platt@cltic.com
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TO: Commonwealth Land Title Insurance 2390 E. Camelback Rd. Suite 230 Phoenix, AZ 85016	ATTN: John Lotardo PHONE: (602) 287-3523 FAX: (000) 000-0000 E-MAIL: John.Lotardo@cltic.com
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Commitment Transmittal
(Continued)

TO:	Commonwealth Land Title Insurance 2390 E. Camelback Rd. Suite 230 Phoenix, AZ 85016	ATTN:	Madalyn Maxey
		PHONE:	(602) 287-3523
		FAX:	(000) 000-0000
		E-MAIL:	Madalyn.Maxey@cltic.com

TO:	National Commercial Services Title Only 8055 E Tufts Ave Suite 900 Denver, CO 80237	ATTN:	Title Only 10
		PHONE:	
		FAX:	(303) 633-7720
		E-MAIL:	

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land 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, **Commonwealth Land 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

Commonwealth Land 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 Commonwealth Land 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-N0037386-010-TO2
Property Address: Vacant Land, Englewood, CO 80111-4105
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **March 11, 2022**
2. Policy to be issued:
 - (a) ALTA Extended Owners Policy 6-17-06 ext \$65
Proposed Insured: Lender with contractual obligations under a Loan Agreement with the vested owner identified at item 4 below.
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](#):
Abilene Station LLC, a Colorado limited liability company, successor in interest to Abilene Corporate Center 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	579.00
Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	75.00
Tax Certificate	18.00
Alta 39-06 - Policy Authentication	0.00

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81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

Page 2

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EXHIBIT A
LEGAL DESCRIPTION

Tract B,
Abilene Station Subdivision Filing No. 1,
County of Arapahoe,
State of Colorado.

For Informational Purposes Only:

Tax Assessor Number: 1975-07-2-32-004

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81C165 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.
- 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: Abilene Station LLC, a Colorado limited liability company, successor in interest to Abilene Corporate Center 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) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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. 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.

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SCHEDULE B
PART I – Requirements
(Continued)

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

- 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): Abilene Station LLC, a Colorado limited liability company, successor in interest to Abilene Corporate Center 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.

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 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.

- h. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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 leases.
9. The effect of the Ordinance # 77-236 annexing subject property to the City of Aurora as set forth under the instrument recorded February 4, 1974 in [Book 2209 at Page 183](#).
10. Effects of City of Aurora Ordinance No. 75-53 creating Phase II Multiple Purpose District No. 2-75 recorded June 2, 1975 in [Book 2339 at Page 640](#).
11. Effects of City of Aurora, Colorado, Ordinance No. 89-17 rezoning the subject property to P-D (Planned Development District) recorded March 15, 1989 in [Book 5650 at Page 214](#).

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SCHEDULE B
PART II – Exceptions
(Continued)

12. Terms, conditions, provisions, easements, agreements and notes contained on the plat of Harris Marine Subdivision Filing No. 1 recorded April 18, 1989 at [Reception No. 3078843](#).
- NOTE: Fire lane, fire lane and utility and utility easements located within the limits of Lot 1, Block 1, Murray-Krause Subdivision Filing No. 1 released by Quit Claim Deed recorded February 28, 2002 at [Reception No. B2038702](#).
13. Terms, conditions, provisions, agreements and obligations contained in the Harris Marine Center Site Plan recorded April 28, 1989 at [Reception No. 3082182](#).
14. Terms, conditions, provisions, agreements and obligations contained in the Harris Marine Center Development Plan recorded April 28, 1989 at [Reception No. 3082183](#).
15. General plat notes, covenants, conditions, easements, rights-of-way and all other matters as set forth on the recorded plat of Murray-Krause Subdivision Filing No.1 recorded July 19, 1995 at [Reception No. 70515](#).
- NOTE: Fire lane, fire lane and utility and utility easements located within the limits of Lot 1, Block 1, Murray-Krause Subdivision Filing No. 1 released by Quit Claim Deed recorded February 28, 2002 at [Reception No. B2038702](#).
16. Effects of the City of Aurora, Colorado, Ordinance No. 96-01 amending the General Development Plan for Abilene and Blackhawk recorded April 9, 1996 at Reception No. A6042722.
17. The effect of the General Development Plan for Abilene and Blackhawk recorded April 29, 1996 at Reception No. 16051608.
18. The effect of the Corporate Center 225 General Development Plan Amendment/Preliminary Development Plan recorded September 14, 1999 at [Reception No. A9149346](#).
19. General plat notes, covenants, conditions, easements, rights-of-way and all other matters as set forth on the recorded Plat of Corporate Center 225 Subdivision Filing No. 1 recorded February 28, 2002 at [Reception No. B2038703](#).
20. The effect of the Corporate Center 225 Site Plan recorded March 28, 2002 at [Reception No. B2055235](#).
21. The effect of the Order for Inclusion annexing subject property into the Abilene Station Metropolitan District No. 1, as set forth under the instrument recorded April 6, 2007 at [Reception No. B7052772](#), Amendment recorded August 22, 2007 at [Reception No. B7108927](#), Order for Exclusion recorded April 13, 2009 at [Reception No. B9036703](#) and Order to Amend Order for Exclusion recorded January 14, 2011 at [Reception No. D1005424](#), and Order for Inclusion recorded April 28, 2015 at [Reception No. D5041618](#).
22. Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 2007-06-01 as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: August 3, 2007
Recording No.: [Reception No. B7100152](#)

23. Effects of City of Aurora, Colorado, Ordinance No. 2007-87, recorded February 28, 2008 at [Reception No. B8020232](#).

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

Recording Date: April 28, 2008
Recording No.: [Reception No. B8048833](#)

25. The effect of the Abilene Station T.O.D. map recorded April 7, 2008 at [Reception No. B8040128](#).

26. Terms, conditions, provisions, agreements and obligations contained in the Common Use Agreement recorded August 27, 2013 at [Reception No. D3108478](#).

27. Terms, conditions, provisions, agreements and obligations contained in the Amended and Restated Agreement as set forth below:

Recording Date: April 25, 2015
Recording No.: [Reception No. D5039584](#)

28. Covenants, conditions, restrictions, notes and easements as shown on the map of Abilene Station Subdivision Filing No.1 recorded June 9, 2015 at [Reception No. D5059964](#).

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

Granted to: Regional Transportation District, a political subdivision
Purpose: a support and drainage slope to be constructed
Recording Date: September 18, 2015
Recording No.: [Reception No. 5107129](#)

30. Terms, conditions, provisions, agreements and obligations contained in the Joint Resolution No. 2015-04-09 as set forth below:

Recording Date: December 22, 2015
Recording No.: [Reception No. 5145131](#)

31. Terms, conditions, provisions, agreements and obligations contained in the Stormwater Maintenance Agreement as set forth below:

Recording Date: January 31, 2017
Recording No.: [Reception No. 7012051](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

32. Terms, conditions, provisions, agreements and obligations contained in the Water Service Connection Fee Allocation Agreement as set forth below:

Recording Date: July 2, 2020
Recording No.: [Reception No. 81093](#)

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 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



DATE: October 18, 2021
FILE NUMBER: 100-N0035118-010-TO2
PROPERTY ADDRESS: Vacant Land, Aurora, CO
BUYER/BORROWER: CP Acquisition Holdings, LLC, a Georgia limited liability company
OWNER(S): Abilene Station LLC, a Colorado limited liability company, formerly known as Abilene Corporate Center LLC, a Colorado limited liability company
YOUR REFERENCE NUMBER: 21002274
ASSESSOR PARCEL NUMBER: 035141136 035141101 035141144

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: Title Only 10 PHONE: FAX: (303) 633-7720 E-MAIL:
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Escrow Assistant	ATTN: PHONE: E-MAIL:
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Title Officer	ATTN: Shawn Cardin PHONE: (303) 692-6771 E-MAIL: scardin@fnf.com
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Sales Executive	ATTN: Natl Import E-MAIL:
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TO: Commonwealth Land Title Insurance 2390 E. Camelback Rd. Suite 230 Phoenix, AZ 85016	ATTN: Michael Zotika PHONE: (602) 287-3523 FAX: (000) 000-0000 E-MAIL: mzotika@cltic.com
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TO: Commonwealth Land Title Insurance 2390 E. Camelback Rd. Suite 230 Phoenix, AZ 85016	ATTN: Sheri Bessette PHONE: (602) 287-3523 FAX: (000) 000-0000 E-MAIL: sbessette@cltic.com
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TO: National Commercial Services Title Only 8055 E Tufts Ave Suite 900 Denver, CO 80237	ATTN: Title Only 10 PHONE: FAX: (303) 633-7720 E-MAIL:
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END OF TRANSMITTAL

**Commitment Transmittal
(Continued)**



COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land 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, **Commonwealth Land 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

Commonwealth Land Title Insurance Company

By: 
Randy Quirk
President

ATTEST 
Marjorie Nemzura
Corporate Secretary

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

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

- (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>.

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



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-N0035118-010-TO2
Property Address: Vacant Land, Aurora, CO
Revision Number:

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **October 7, 2021**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: CP Acquisition Holdings, LLC, a Georgia limited liability company
Proposed Policy Amount: **\$9,054,450.00**
 - (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:
A Fee Simple
4. The Title is, at the Commitment Date, [vested in](#):
Abilene Station LLC, a Colorado limited liability company, formerly known as Abilene Corporate Center LLC, a Colorado limited liability company
5. The Land is described as follows:
See [Exhibit A](#) attached hereto and made a part hereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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 A

(Continued)

PREMIUMS:

Owners Policy	7,787.00
ALTA 39-06 - Policy Authentication	0.00
Deletion of 1 - 4 upon requirements met and provided there is no recent, ongoing or anticipated construction on the land	75.00
Tax Certificate	54.00
Search & Exam	250.00

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

81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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EXHIBIT A
LEGAL DESCRIPTION

Lots 1 and 2, Block 2, and Lot 3, Block 1, Abilene Station Subdivision Filing No. 1, County of Arapahoe, State of Colorado.

For Informational Purposes Only

Tax ID No.:	1975-07-2-33-001	Lot 1, Block 2
	1975-07-2-33-002	Lot 2, Block 2
	1975-07-2-32-003	Lot 3, Block 1

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

81C165 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.
- 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: Abilene Station 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.

- 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. 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.

- g. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created as to CP Acquisition Holdings, LLC, a Georgia limited liability company.

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SCHEDULE B
PART I – Requirements
(Continued)

- h. 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): Abilene Station 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.

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 leases.
9. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Florence Gardens:

Recording Date: August 11, 1947
Recording No.: [Reception No. 380075](#)

10. Terms, conditions, provisions, agreements and obligations contained in the Deed of Access Rights as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: August 29, 1961
 Recording No.: [Book 1284 Page 148](#)
 And
 Recording Date: February 5, 1964
 Recording No.: [Book 1129 Page 326](#), Adams County Records
 And
 Recording Date: February 19, 1976
 Recording No.: [Book 2420 Page 148](#)
 And
 Recording No.: [Book 2420 Page 150](#)

Rule and Order:
 Recording Date: September 16, 1966
 Recording No.: [Book 1682 Page 271](#)

11. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 73-236 as set forth below:

Recording Date: February 4, 1974
 Recording No.: [Book 2209 Page 183](#)

12. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 75-53 as set forth below:

Recording Date: June 2, 1975
 Recording No.: [Book 2339 Page 640](#)

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

Granted to: The City of Aurora, Colorado
 Purpose: Utility Easement
 Recording Date: November 1, 1983
 Recording No.: [Book 4006 Page 58](#)

14. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 89-17 as set forth below:

Recording Date: March 15, 1989
 Recording No.: [Book 5650 Page 214](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

15. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Harris Marine Subdivision Filing No. 1:
- Recording Date: April 18, 1989
Recording No.: [Reception No. 3078843](#)
- Quitclaim Deed:
Recording Date: February 28, 2002
Recording No.: [Reception No. B2038702](#)
16. Terms, conditions, provisions, agreements and obligations contained in the Harris Marine Center Site Plan as set forth below:
- Recording Date: April 28, 1989
Recording No.: [Reception No. 3082182](#)
17. Terms, conditions, provisions, agreements and obligations contained in the Harris Marine Center Development Plan as set forth below:
- Recording Date: April 28, 1989
Recording No.: [Reception No. 3082183](#)
18. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Murray – Krause Subdivision Filing No. 1:
- Recording Date: July 19, 1995
Recording No.: [Reception No. 95-70515](#)
- Quitclaim Deed:
Recording Date: February 28, 2002
Recording No.: [Reception No. B2038702](#)
19. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 96-01 as set forth below:
- Recording Date: April 9, 1996
Recording No.: [Reception No. A6042722](#)
20. Terms, conditions, provisions, agreements and obligations contained in the Abilene & Blackhawk General Development Plan as set forth below:
- Recording Date: April 29, 1996
Recording No.: [Reception No. A6051608](#)
21. Terms, conditions, provisions, agreements and obligations contained in the Corporate Center 225 General Development Plan Amendment / Preliminary Development Plan as set forth below:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: September 14, 1999
Recording No.: [Reception No. A9149346](#)

22. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 99-56 as set forth below:

Recording Date: March 13, 2000
Recording No.: [Reception No. B0029409](#)

23. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2002-04 as set forth below:

Recording Date: February 19, 2002
Recording No.: [Reception No. B2032034](#)

24. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Corporate Center 225 Subdivision Filing No. 1:

Recording Date: February 28, 2002
Recording No.: [Reception No. B2038703](#)

Quit Claim Deed:
Recording Date: December 15, 2014
Recording No.: [Reception No. D4117308](#)

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

Recording Date: February 28, 2002
Recording No.: [Reception No. B2038704](#)

26. Terms, conditions, provisions, agreements and obligations contained in the Corporate Center 225 Site Plan as set forth below:

Recording Date: March 25, 2002
Recording No.: [Reception No. B2055235](#)

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

Recording Date: December 12, 2002
Recording No.: [Reception No. B2238390](#)

28. Any taxes or assessments by reason of the inclusion of the Land in the Abilene Station Metropolitan District No. 1:

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SCHEDULE B
PART II – Exceptions
(Continued)

Recording Date: March 16, 2007
Recording No.: [Reception No. B7033272](#)

Order for Inclusion:
Recording Date: April 26, 2007
Recording No.: [Reception No. B7052772](#)

Joint Resolution No. 2007-06-01:
Recording Date: August 3, 2007
Recording No.: [Reception No. B7100152](#)

Order to Amend Order for Inclusion to Correct Property Description:
Recording Date: August 22, 2007
Recording No.: [Reception No. B7108927](#)

Order for Exclusion:
Recording Date: April 13, 2009
Recording No.: [Reception No. B9036703](#)

Order to Amend Order for Exclusion:
Recording Date: January 14, 2011
Recording No.: [Reception No. D1005424](#)

Order for Inclusion:
Recording Date: April 28, 2015
Recording No.: [Reception No. D5041618](#)

Joint Resolution No. 2015-04-09:
Recording Date: December 22, 2015
Recording No.: [Reception No. D5145131](#)

29. Any taxes or assessments by reason of the inclusion of the Land in the Abilene Station Metropolitan District No. 2:

Recording Date: March 16, 2007
Recording No.: [Reception No. B7033273](#)

Joint Resolution No. 2007-06-01:
Recording Date: August 3, 2007
Recording No.: [Reception No. B7100152](#)

Joint Resolution No. 2015-04-09:
Recording Date: December 22, 2015
Recording No.: [Reception No. D5145131](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

30. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2007-87 as set forth below:

Recording Date: February 20, 2008
Recording No.: [Reception No. B8020232](#)

31. Terms, conditions, provisions, agreements and obligations contained in the Abilene Station T.O.D. as set forth below:

Recording Date: April 7, 2008
Recording No.: [Reception No. B8040128](#)

Amended and Restated Agreement:
Recording Date: April 22, 2015
Recording No.: [Reception No. D5039584](#)
(Affects All Lots)

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

Recording Date: April 28, 2008
Recording No.: [Reception No. B8048833](#)

33. Terms, conditions, provisions, agreements and obligations contained in the Common Use Agreement, I-225 Segment 2 as set forth below:

Recording Date: August 27, 2013
Recording No.: [Reception No. D3108478](#)

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

Granted to: The City of Aurora, Colorado
Purpose: Utility Easement
Recording Date: January 17, 2014
Recording No.: [Reception No. D4004641](#)

35. Easements, notes, terms, conditions, provisions, agreements and obligations as shown on the plat of Abilene Station Subdivision Filing No. 1:

Recording Date: June 9, 2015
Recording No.: [Reception No. D5059964](#)
(Affects All Lots)

Ordinance No. 2015-21:
Recording Date: July 15, 2015
Recording No.: [Reception No. D5077226](#)

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SCHEDULE B
PART II – Exceptions
(Continued)

36. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Regional Transportation District
Purpose: Slope Easement
Recording Date: September 18, 2015
Recording No.: [Reception No. D5107124](#)
(Affects Lot 3 Block 1)
37. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Regional Transportation District
Purpose: Slope Easement
Recording Date: September 18, 2015
Recording No.: [Reception No. D5107125](#)
(Affects Lot 3 Block 1)
38. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Regional Transportation District
Purpose: Slope Easement
Recording Date: September 18, 2015
Recording No.: [Reception No. D5107127](#)
(Affects Lot 2 Block 2)
39. 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: Utility Lines and Fixtures
Recording Date: April 8, 2016
Recording No.: [Reception No. D6035899](#)
(Affects Lot 2 Block 2)
40. Terms, conditions, provisions, agreements and obligations contained in the Stormwater Maintenance Agreement Between the City of Aurora, Acting by and through its Utility Enterprise and Abilene Corporate Center, LLC as set forth below:
- Recording Date: January 31, 2017
Recording No.: [Reception No. D7012051](#)
(Affects All Lots)
41. Terms, conditions, provisions, agreements and obligations contained in the Water Service Connection Fee Allocation Agreement as set forth below:
- Recording Date: July 2, 2020
Recording No.: [Reception No. E0081093](#)
(Affects All Lots)

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SCHEDULE B
PART II – Exceptions
(Continued)

END OF EXCEPTIONS

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81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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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 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

RECEIVED
APR 04 2001

COLORADO LAND SURVEY MONUMENT RECORD

Department of Regulatory Agencies
Board of Registration for Professional Engineers and Professional Land Surveyors
1560 Broadway, Suite 1370, Denver, CO 80202
Phone (303) 894-7788 • Fax (303) 894-7790 • TDD LINE (303) 894-1200 X 333 T. BD. OF REG.

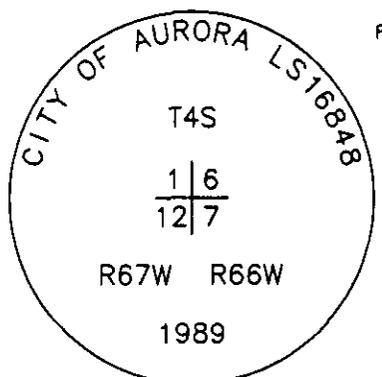
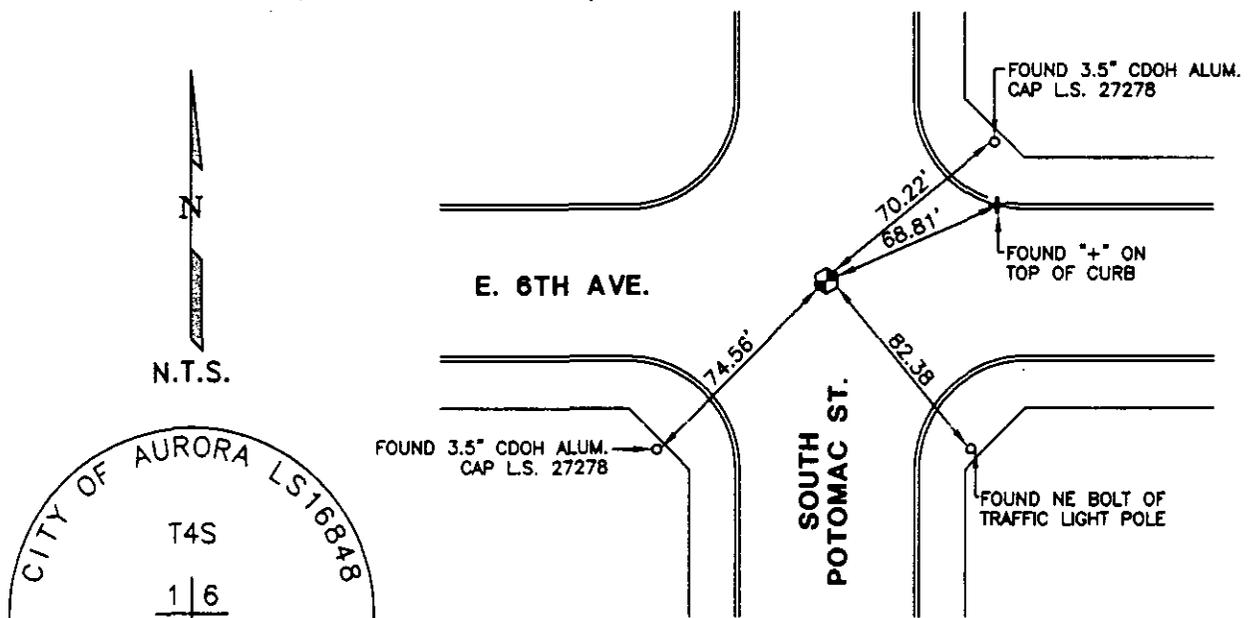
REPORT ONE MONUMENT ONLY ON THIS FORM. REPRODUCTION OF THIS FORM FOR PE AND PLS
All items to be filed by the Board of Surveyors using PERMANENT BLACK LETTERING and ink. All items shall be reproduced

1. TYPE OF MONUMENT: SECTION CORNER QUARTER CORNER BENCH MARK OTHER _____

2. DESCRIPTION OF MONUMENT FOUND:
FOUND 3" BRASS CAP IN RANGE BOX MARKED AS SHOWN BELOW.

3. DESCRIPTION OF MONUMENT ESTABLISHED BY YOU TO PERPETUATE THE LOCATION OF THIS POINT:

4. SKETCH SHOWING RELATIVE LOCATION OF MONUMENT, ACCESSORIES AND REFERENCE POINTS STATING WHETHER FOUND OR SET, SHOW SUPPORTING AND/OR CONTRADICTORY EVIDENCE WHERE APPLICABLE:



Stamping on Cap

5. CERTIFICATION

This is to certify that I was in responsible charge of the surveying work described in this record and that to the best of my knowledge the information presented herein is true and correct.

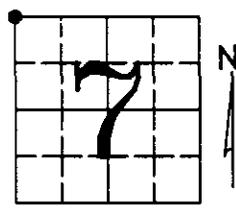
Name (Please Print): Brett L. Miller
Firm Name: Engineering Service Company
Firm Address: 1300 South Potomac St., Suite 126, Aurora, Colorado
Phone: (303) 337-1393

a. Date of field Work to Establish, Restore or Rehabilitate Monument: _____

b. Date Monument was used as Control: February 13, 2001

6. LOCATION DIAGRAM

1" = 1 Mile



● = Location of Monument Signature/Date through Seal

7. SEC 7 T 4S R 66W 5TH P.M.
COUNTY ARAPAHOE INDEX REF NUMBER 1-V

**8. SEC _____ T _____ R _____ P.M.
COUNTY _____ INDEX REF NUMBER _____

** To be used only for monuments located on county lines

(Do not fill in)

ACCEPTED
MAY 22 2001
COLO. ST. BD. OF REG.
FOR PE AND PLS

RECEIVED AT OFFICE OF THE COUNTY CLERK
_____ COUNTY

BY: _____
DATE: _____

Record to be filed by Index Reference Number Numerically, then Alphabetically, under appropriate Township, Range, and Meridian.

