



Land Title Guarantee Company Customer Distribution



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

Order Number: **ABD70651233-2**

Date: **04/07/2020**

Property Address: **6TH PKWY & FRONTAGE RD- VACANT LAND, AURORA, CO 80018**

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

For Closing Assistance

Derek Greenhouse
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6239 (Work)
(303) 393-4783 (Work Fax)
dgreenhouse@ltgc.com
Company License: CO44565

Closer's Assistant

Valerie Fertig
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6217 (Work)
(303) 393-4739 (Work Fax)
vfertig@ltgc.com
Company License: CO44565

For Title Assistance

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

KUM & GO, L.C., AN IOWA LIMITED LIABILITY
COMPANY
Attention: JOEL HUSTON
1459 GRAND AVE
DES MOINES, IA 50309
Joel.Huston@kumandgo.com
Delivered via: Electronic Mail

WDG FOUNDERS LLC
Attention: JIMMY WALL
4201 E YALE AVE #140
DENVER, CO 80222
(303) 586-1241 (Work)
jwall@walldevelopmentgroup.com
Delivered via: Electronic Mail

KUM & GO
Attention: ROBERT FIEBIG
1459 GRAND AVE
DES MOINES, IA 50309
(515) 457-6389 (Work)
Robert.Fiebig@kumandgo.com
Delivered via: Electronic Mail

EVC-WDG AURORA ONE LLC C/O WALL
DEVELOPMENT GROUP
Attention: CORIE FRAKER
4201 E YALE AVE #140
DENVER, CO 80222
(303) 586-1241 (Work)
cfraker@walldevgroup.com
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KUM & GO
Attention: STACIE HATCH
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DES MOINES, IA 50309
Stacie.Hatch@kumandgo.com
Delivered via: Electronic Mail

EVC-WDG AURORA ONE LLC C/O EQUITY
VENTURES COMMERCIAL DEVELOPMENT
Attention: LUKE SPELLMEIER
3501 SW FAIRLAWN RD #200
TOPEKA, KS 66614
(785) 272-1398 (Work)
(785) 272-1796 (Work Fax)
LukeS@evcdev.com
Delivered via: Electronic Mail

EVC -WDC AURORA ONE LLC C/O WALL
DEVELOPMENT GROUP
Attention: MIKE WALL
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(636) 236-6937 (Cell)
(720) 255-2493 (Work)
mwall@walldevgroup.com
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WDG FOUNDERS LLC
Attention: JIMMY WALL
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WALL DEVELOPMENT GROUP
Attention: TIFFANY LEON
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(214) 966-9981 (Cell)
(303) 848-2827 (Work)
tleon@walldevgroup.com
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WALL DEVELOPMENT GROUP
Attention: MIKE NUNLEY
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EVC-WDG AURORA ONE LLC C/O EQUITY
VENTURES COMMERCIAL DEVELOPMENT
Attention: KEVIN BECK
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EQUITY VENTURES COMMERCIAL DEVELOPMENT
Attention: MARK MCPHERSON
3501 SW FAIRLAWN RD #200
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(303) 333-4436 (Cell)
(785) 272-1398 (Work)
(785) 272-1796 (Work Fax)
MarkM@evcdev.com
Delivered via: Electronic Mail

CHRIS DIXON
Attention: CHRIS DIXON
3501 SW FAIRLAWN RD #200
TOPEKA, KS 66614
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(785) 272-1796 (Work Fax)
ChrisD@evcdev.com
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LEGEND PARTNERS
Attention: KYLE UNDERWOOD
5150 E YALE CIR #400
DENVER, CO 80222
(720) 529-2999 (Work)
(720) 489-7711 (Work Fax)
kunderwood@legendretailgroup.com
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LEGEND PARTNERS
Attention: TABATHA WALDRON
5150 E YALE CIR #400
DENVER, CO 80222
(720) 529-2985 (Work)
(720) 489-7711 (Work Fax)
Twaldron@legendllp.com
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LAND TITLE GUARANTEE COMPANY
Attention: MINDY HUMPHREY
3033 EAST FIRST AVENUE SUITE 600
DENVER, CO 80206
(303) 618-6569 (Cell)
(303) 331-6274 (Work)
(303) 393-4912 (Work Fax)
mhumphrey@ltgc.com
Delivered via: Electronic Mail



Land Title Guarantee Company Estimate of Title Fees

Order Number: **ABD70651233-2** Date: **04/07/2020**
Property Address: **6TH PKWY & FRONTAGE RD- VACANT LAND, AURORA, CO 80018**
Parties: **KUM & GO, L.C., AN IOWA LIMITED LIABILITY COMPANY**
AURORA ONE REAL ESTATE, LP, A TEXAS LIMITED PARTNERSHIP

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

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06 Reissue Rate	<u>\$2,752.00</u>
Tax Certificate 2 Assessor's Parcel Numbers, (will be ordered prior to closing)	\$52.00
	Total <u>\$2,804.00</u>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Arapahoe county recorded 12/18/2007 under reception no. B7157824](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70651233-2

Property Address:

6TH PKWY & FRONTAGE RD- VACANT LAND, AURORA, CO 80018

1. Effective Date:

04/03/2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Reissue Rate

\$2,500,000.00

Proposed Insured:

KUM & GO, L.C., AN IOWA LIMITED LIABILITY COMPANY

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

A FEE SIMPLE

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

AURORA ONE REAL ESTATE, LP, A TEXAS LIMITED PARTNERSHIP

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

NOTE: THE FOLLOWING LEGAL DESCRIPTION IS PRELIMINARY AND IS SUBJECT TO CHANGE UPON COMPLIANCE WITH THE REQUIREMENTS UNDER SCHEDULE B-1, HEREIN.

A PORTION OF THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12;
THENCE SOUTH 00 DEGREES 31 MINUTES 13 SECONDS EAST ALONG THE WESTERLY LINE OF SAID SECTION 12, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE;
THENCE NORTH 89 DEGREES 17 MINUTES 33 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF PICCADILLY ROAD, SAID POINT BEING THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 17 MINUTES 33 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 6TH AVENUE, A DISTANCE OF 2622.79 FEET TO A POINT ON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12;
THENCE NORTH 89 DEGREES 16 MINUTES 37 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1327.04 FEET;
THENCE SOUTH 00 DEGREES 22 MINUTES 21 SECONDS EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12, A DISTANCE OF 352.72 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E-470 AS RECORDED IN INSTRUMENT RECORDED OCTOBER 30, 1998 UNDER RECEPTION NO. [A8173498](#);
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING 9 COURSES:

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABD70651233-2

1) 190.50 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 549.41 FEET, A CENTRAL ANGLE OF 19 DEGREES 51 MINUTES 58 SECONDS AND A CHORD WHICH BEARS SOUTH 24 DEGREES 01 MINUTES 29 SECONDS WEST A DISTANCE OF 189.55 FEET;
2) THENCE SOUTH 33 DEGREES 57 MINUTES 28 SECONDS WEST A DISTANCE OF 1604.46 FEET;
3) THENCE 321.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 689.41 FEET, A CENTRAL ANGLE OF 26 DEGREES 40 MINUTES 50 SECONDS AND A CHORD WHICH BEARS SOUTH 20 DEGREES 37 MINUTES 03 SECONDS WEST A DISTANCE OF 318.14 FEET;
4) THENCE SOUTH 89 DEGREES 42 MINUTES 12 SECONDS WEST A DISTANCE OF 227.87 FEET;
5) THENCE SOUTH 00 DEGREES 25 MINUTES 36 SECONDS EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 60.00 FEET;
6) THENCE SOUTH 89 DEGREES 42 MINUTES 12 SECONDS WEST A DISTANCE OF 20.00 FEET;
7) THENCE SOUTH 00 DEGREES 25 MINUTES 36 SECONDS EAST A DISTANCE OF 100.00 FEET;
8) THENCE NORTH 89 DEGREES 42 MINUTES 12 SECONDS EAST A DISTANCE OF 20.00 FEET;
9) THENCE SOUTH 00 DEGREES 25 MINUTES 36 SECONDS EAST ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, A DISTANCE OF 315.83 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12;
THENCE SOUTH 89 DEGREES 21 MINUTES 51 SECONDS WEST ALONG THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 12 A DISTANCE OF 1050.00 FEET, TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND RECORDED DECEMBER 28, 1978 IN BOOK 2909 AT PAGE [576](#);
THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL RECORDED AT BOOK 2909 AT PAGE [576](#) THE FOLLOWING 2 COURSES:

1) NORTH 23 DEGREES 08 MINUTES 19 SECONDS WEST A DISTANCE OF 1209.75 FEET;
2) THENCE NORTH 79 DEGREES 34 MINUTES 36 SECONDS WEST A DISTANCE OF 1123.69 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PICCADILLY ROAD;
THENCE NORTH 00 DEGREES 31 MINUTES 13 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 200.00 FEET;
THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINE OF A PARCEL OF LAND RECORDED AUGUST 7, 1984 IN BOOK 4230 AT PAGE [187](#) THE FOLLOWING 3 COURSES:

1) NORTH 89 DEGREES 17 MINUTES 33 SECONDS EAST A DISTANCE OF 1019.11 FEET;
2) THENCE NORTH 00 DEGREES 31 MINUTES 13 SECONDS WEST A DISTANCE OF 210.29 FEET;
3) THENCE SOUTH 89 DEGREES 17 MINUTES 33 SECONDS WEST A DISTANCE OF 1019.11 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PICCADILLY ROAD;
THENCE NORTH 00 DEGREES 31 MINUTES 13 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 868.00 FEET TO THE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

EXCEPTING ANY LAND TAKEN BY THE CITY OF AURORA BY RULE AND ORDER RECORDED MARCH 26, 2019 UNDER RECEPTION NO. [D9025659](#).

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARING NORTH 89 DEGREES 17 MINUTES 33 SECONDS EAST, BIENG MONUMENTED BY A FOUND 3 1/4 INCH ALUMINUM CAP IN RANGE BOX LS #28257 AT THE NORTHWEST CORNER OF SECTION 12, AND A FOUND 3 1/4 INCH ALUMINUM CAP 3 INCHES BELOW THE SURFACE LS #28257 AT THE NORTH QUARTER CORNER OF SECTION 12.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70651233-2

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD70651233-2

All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED DECEMBER 14, 2007 FROM AURORA ONE REAL ESTATE, LP, A TEXAS A LIMITED PARTNERSHIP TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY FOR THE USE OF PROFESSORS FUND V, LLC TO SECURE THE SUM OF \$5,075,000.00 RECORDED DECEMBER 18, 2007, UNDER RECEPTION NO. B7157852.

SAID DEED OF TRUST WAS ASSIGNED TO FIRSTBANK SOUTHWEST IN TRANSFER OF NOTE AND ASSIGNMENT OF DEED OF TRUST RECORDED SEPTEMBER 19, 2008 UNDER RECEPTION NO. B8104997.

RENEWAL, EXTENSION AND MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED SEPTEMBER 24, 2008 UNDER RECEPTION NO. B8106671.

MODIFICATION OF DEED OF TRUST WAS RECORDED JUNE 06, 2011 UNDER RECEPTION NO. D1052817.

SUBORDINATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED MAY 30, 2017 UNDER RECEPTION NO. D7059490.

2. A FULL COPY OF THE PARTNERSHIP AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR AURORA ONE REAL ESTATE, LP, A TEXAS A LIMITED PARTNERSHIP MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENT.

3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF AURORA ONE REAL ESTATE, LP, A TEXAS A LIMITED PARTNERSHIP AS A TEXAS LIMITED PARTNERSHIP. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR EVC-WDG AURORA ONE, LLC, A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD70651233-2

All of the following Requirements must be met:

5. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF EVC-WDG AURORA ONE, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

6. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR KUM & GO, L.C., AN IOWA LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

7. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF KUM & GO, L.C., AN IOWA LIMITED LIABILITY COMPANY AS AN IOWA LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

8. LAND TITLE GUARANTEE COMPANY REQUIRES AN ACCURATE LEGAL DESCRIPTION TO BE PROVIDED FOR REVIEW AND APPROVAL. UPON FURTHER REVIEW THE COMPANY HEREBY RESERVES THE RIGHT TO INSERT ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS MAY BE NECESSARY.
9. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID SURVEY.

SAID SURVEY MUST BE CERTIFIED TO LAND TITLE GUARANTEE COMPANY AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

10. GOOD AND SUFFICIENT DEED FROM AURORA ONE REAL ESTATE, LP, A TEXAS A LIMITED PARTNERSHIP TO EVC-WDG AURORA ONE, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
11. WARRANTY DEED FROM EVC-WDG AURORA ONE, LLC, A COLORADO LIMITED LIABILITY COMPANY TO KUM & GO, L.C., AN IOWA LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY AND COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

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

Order Number: ABD70651233-2

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 15, 1895, IN BOOK A57 AT PAGE [508](#).**
(AFFECTS THE NORTHWEST 1/4 OF SECTION 12)
- 10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT #8901, DATED DECEMBER 12, 1890, UNDER RECEPTION NO. [434](#).**
(AFFECTS THE NORTHEAST 1/4 OF SECTION 12)
- 11. AN EASEMENT AND RIGHT OF WAY AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY BY INSTRUMENT RECORDED MARCH 19, 1929 IN BOOK 278 AT PAGE [324](#).**
- 12. EASEMENT GRANTED TO COLORADO INTERSTATE GAS COMPANY, A DELAWARE CORPORATION, FOR PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 02, 1960, IN BOOK 1178 AT PAGE [116](#).**

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

Order Number: ABD70651233-2

13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE AGREEMENT RECORDED MARCH 06, 1991 IN BOOK 6108 AT PAGE [106](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN GENERAL DEVELOPMENT PLAN NEVIN-RINGSBY PROPERTIES RECORDED MARCH 12, 1991 UNDER RECEPTION NO. [0017848](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION ORDINANCE #90-130 RECORDED MARCH 12, 1991 IN BOOK 6111 AT PAGE [284](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MARCH 25, 1991 IN BOOK 6118 AT PAGE [207](#).
17. WATER AND WATER RIGHTS CONVEYED TO THE CITY OF AURORA BY DEED RECORDED MAY 7, 1991 IN BOOK 6150 AT PAGE [787](#).
18. EASEMENT GRANTED TO U S WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, FOR TELECOMMUNICATIONS FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 22, 1993, IN BOOK 7042 AT PAGE [228](#).
19. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE E-470 PUBLIC HIGHWAY AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 19, 1995, UNDER RECEPTION NO. [A5133863](#) AND INSTRUMENT RECORDED DECEMBER 19, 1995 UNDER RECEPTION NO. [A5133865](#).
20. OBLIGATIONS AS TO THE OUTSTANDING INDEBTEDNESS OF THE SABLE ALTURA FIRE PROTECTION DISTRICT AS SET FORTH IN ORDER RECORDED OCTOBER 18, 1996 UNDER RECEPTION NO. [A6134319](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RULE AND ORDER RECORDED OCTOBER 30, 1998 UNDER RECEPTION NO. [A8173498](#), AS FURTHER DEFINED IN THE SECOND AMENDED PETITION IN CONDEMNATION, ARAPAHOE COUNTY DISTRICT COURT CASE #96-CV-1152.
22. OBLIGATIONS AND RESTRICTIONS IMPOSED ON SUBJECT PROPERTY BY VIRTUE OF ZONING ORDINANCE #2000-114 RECORDED DECEMBER 6, 2000 UNDER RECEPTION NO. [B0157887](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PASTURE LEASE EXECUTED BY HAROLD ATTEBERRY, LESSEE, AS DISCLOSED IN DEED OF TRUST RECORDED DECEMBER 29, 2005 UNDER RECEPTION NO. [B5194304](#).

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

24. OIL AND GAS LEASE BETWEEN AURORA ONE REAL ESTATE, LP, A TEXAS LIMITED PARTNERSHIP AND BISON OIL & GAS, LLC, AS MEMORIALIZED IN MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 25, 2017 UNDER RECEPTION NO. [D7058596](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASES RECORDED FEBRUARY 21, 2020 UNDER RECEPTION NO. [E0021858](#).

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

Order Number: ABD70651233-2

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

25. OIL AND GAS LEASE BETWEEN AURORA ONE REAL ESTATE, LP, A TEXAS LIMITED PARTNERSHIP AND BISON OIL & GAS, LLC, AS MEMORIALIZED IN MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 30, 2017 UNDER RECEPTION NO. [D7059400](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

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

26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RULE AND ORDER RECORDED MARCH 26, 2019 UNDER RECEPTION NO. [D9025659](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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



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

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

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



Senior Vice President




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

By



President

Attest



Secretary

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

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