Land Title
GUARANTEE COMPANY
Since 1967

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

Customer Distribution

Our Order Number: ABJ70563257-3

Date: 07-08-2020

Property Address: NEC OF GUN CLUB ROAD AND EAST 6TH PARKWAY, AURORA, CO 80018

For Title Assistance
SANDY JOHNSON
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
303-850-4126 (phone)
303-393-4842 (fax)
sandyjohnson@ltgc.com

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

STRATEGIC CAPITAL CORPORATION
Attention: JANICE FREEDO
janice.frendo@strategiccapital.com
Delivered via: Electronic Mail

ALPHABET INVESTMENTS INC
Attention: DAVID MEYEROWITZ
100 SHEPPARD AVE EAST #720
TORONTO ONTARIO CANADA M2N 6N5
416-565-7891 (work)
david.meyerowitz@strategiccapital.com
Delivered via: Electronic Mail

Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABJ70563257-3 Date: 07-08-2020

Property Address: NEC OF GUN CLUB ROAD AND EAST 6TH PARKWAY, AURORA, CO 80018

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: SUNRISE PARTNERS LP, A COLORADO LIMITED PARTNERSHIP

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

Estimate of Title Insurance Fees	
TBD Commitment	$408.00
TBD - TBD Income	-$408.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Total	$0.00
THANK YOU FOR YOUR ORDER!	

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABJ70563257-3

Customer Ref-Loan No.:

Property Address:

NEC OF GUN CLUB ROAD AND EAST 6TH PARKWAY, AURORA, CO 80018

1. Effective Date:

07-08-2020 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment $0.00
Proposed Insured:
A BUYER TO BE DETERMINED

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:

SUNRISE PARTNERS LP, A COLORADO LIMITED PARTNERSHIP

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

TRACT B, CROSS CREEK SUBDIVISION FILING NO. 1, COUNTY OF ARAPAHOE, STATE OF COLORADO.

Copyright 2006-2020 American Land Title Association. All Rights Reserved

The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I

(Requirements)

Order Number: ABJ70563257-3

The following are the 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 NOVEMBER 02, 2015 FROM SUNRISE PARTNERS LP, A COLORADO LIMITED PARTNERSHIP TO THE PUBLIC TRUSTEE OF ARAPAHOE COUNTY FOR THE USE OF KNIGHTSWOOD HOLDINGS LTD. AS TO AN UNDIVIDED 41.67% INTEREST, SAM DROULIAS AS TO AN UNDIVIDED 41.67% INTEREST AND ADAMS ENCHIN AS TO AN UNDIVIDED 16.67% INTEREST TO SECURE THE SUM OF $600,000.00 RECORDED NOVEMBER 05, 2015, UNDER RECEPTION NO. D5127770.

   MODIFICATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED NOVEMBER 13, 2018 UNDER RECEPTION NO. 8111604.

2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR SUNRISE PARTNERS LP, A COLORADO LIMITED PARTNERSHIP RECORDED NOVEMBER 05, 2015 AT RECEPTION NO. D5127768 IS CURRENT.

   NOTE: SAID INSTRUMENT DISCLOSES GRANITE PROPERTY INVESTMENTS, INC. AS THE GENERAL PARTNER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. WARRANTY DEED FROM SUNRISE PARTNERS LP, A COLORADO LIMITED PARTNERSHIP TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

   NOTE: THE PARTNERSHIP AGREEMENT FOR SUNRISE PARTNERS LP, A COLORADO LIMITED PARTNERSHIP DISCLOSES GRANITE PROPERTY INVESTMENTS, INC. AS THE GENERAL PARTNER THAT ARE AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. 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.

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABJ70563257-3

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.

9. RESERVATION IN DEED FROM THE UNION PACIFIC LAND COMPANY, RECORDED MARCH 23, 1910 IN BOOK 36 AT PAGE 166 OF ALL OIL, COAL AND OTHER MINERALS WITHIN OR UNDERLYING SAID LAND; THE EXCLUSIVE RIGHT TO PROSPECT IN AND UPON SAID LAND FOR OIL, COAL AND OTHER MINERALS THEREIN, OR WHICH MAY BE SUPPOSED TO BE THEREIN, AND TO MINE FOR AND REMOVE, FROM SAID LAND ALL OIL, COAL AND OTHER MINERALS WHICH MAY BE FOUND THEREON BY ANYONE; THE RIGHT OF INGRESS, EGRESS AND REGRESS UPON SAID LAND TO PROSPECT FOR, MINE AND REMOVE ANY AND ALL SUCH OIL, COAL OR OTHER MINERALS, AND THE RIGHT TO USE SO MUCH OF SAID LAND AS MAY BE CONVENIENT OR NECESSARY FOR THE RIGHT OF WAY TO AND FROM SUCH PROSPECT PLACES OR MINES AND FOR THE CONVENIENT AND PROPER OPERATION OF SUCH PROSPECT PLACES, MINES AND FOR ROADS AND APPROACHES THERETO OR FOR REMOVAL THEREON OF OIL, COAL MINERAL, MACHINERY OR OTHER MATERIAL; THE RIGHT TO TO UNION PACIFIC RAILROAD COMPANY, TO MAINTAIN AND OPERATE ITS RAILROAD IN THE PRESENT FORM OF CONSTRUCTION, AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION OF SAID RAILROAD, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

   MINERAL DEED DATED JANUARY 13, 1977 FROM UNION PACIFIC LAND RESOURCES CORPORATION, A UTAH CORPORATION, AS GRANTOR, AND CHAMPLIN PETROLEUM COMPANY, A

DELAWARE CORPORATION, AS GRANTEE, RECORDED APRIL 1, 1977 IN BOOK 2568 AT PAGE 677.

10. EASEMENT AND RIGHT OF WAY AS GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED JULY 1, 1929 IN BOOK 284 AT PAGE 313.

    NOTE: QUITCLAIM DEED RELINQUISHING THE INTEREST OF QWEST CORPORATION, A COLORADO CORPORATION IN SAID EASEMENT RECORDED APRIL 5, 2006 UNDER RECEPTION NO. B6052940.

11. AN EASEMENT AND RIGHT OF WAY AS GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED SEPTEMBER 17, 1954 IN BOOK 877 AT PAGE 262.

12. COVENANT WITH THE CITY OF AURORA, STATE OF COLORADO, AND THE UNITED STATES OF AMERICA RECORDED SEPTEMBER 09, 1987, IN BOOK 5258 AT PAGE 177 AS FOLLOWS: THE OWNERS AND OCCUPANTS OF THE LANDS HEREIN DESCRIBED SHALL HAVE NO RIGHT OR CAUSE OF ACTION, EITHER IN LAW OR IN EQUITY, FOR DAMAGES OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF OR RESULTING, DIRECTLY OR INDIRECTLY, FROM THE OVERFLIGHT OF AIRCRAFT, OR FOR DAMAGES OR INJURY TO ANY PERSON OR PROPERTY RESULTING FROM ANY NOISE OR NUISANCE OF ANY KIND OR DESCRIPTION RESULTING, DIRECTLY OR INDIRECTLY, FROM AIRCRAFT OVERFLIGHTS ABOVE A PLANE SEVEN HUNDRED FIFTY FEET (750 FT.) ABOVE GROUND LEVEL; PROVIDED, THAT NOTHING CONTAINED IN THE FOREGOING COVENANT SHALL DIVEST THE OWNERS OR OCCUPANTS, THEIR HEIRS, SUCCESSORS, ADMINISTRATORS OR ASSIGNS OF ANY RIGHT OR CAUSE OF ACTION FOR DAMAGES TO ANY PERSON OR PROPERTY RESULTING FROM THE NEGLIGENT OPERATION OF AIRCRAFT OVERFLIGHTS OVER THE DESCRIBED PREMISES AT ANY ALTITUDE ABOVE GROUND LEVEL.

13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SCHOOL SITE AGREEMENT RECORDED OCTOBER 30, 1987 IN BOOK 5299 AT PAGE 565.

14. WATER RIGHTS AS CONVEYED TO THE CITY OF AURORA BY THE DEED RECORDED JUNE 17, 1988 IN BOOK 5460 AT PAGE 569.

15. OBLIGATIONS AS TO THE REPAYMENT OF THE OUTSTANDING BONDED INDEBTEDNESS OF THE SABLE ALTURA FIRE PROTECTION DISTRICT AS SET FORTH IN ORDER EXCLUDING TERRITORY RECORDED SEPTEMBER 16, 1996 UNDER RECEPTION NO. A6120177.

    UPON SATISFACTION OF THE REQUIREMENTS AND ISSUANCE OF THE OWNERS POLICY, THIS EXCEPTION WILL BE AMENDED BY ADDING "NO SUMS ARE PRESENTLY DUE OR OWNING"

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AND IMPOSED BY ORDINANCE #2000-11 REZONING A PARCEL OF LAND FROM PLANNED DEVELOPMENT TO E-470 CORRIDOR ZONE DISTRICT RECORDED APRIL 21, 2000 UNDER RECEPTION NO. B0047176.

17. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED MAY 16, 2002 UNDER RECEPTION NO. B2090871.

18. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CROSS CREEK METROPOLITAN DISTRICT NO. 2, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 12, 2002, UNDER RECEPTION NO. B2238881.

    GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING CROSS CREEK METROPOLITAN DISTRICT NOS. 1 AND 2 RECORDED JUNE 24, 2003 UNDER RECEPTION NO. B3133998.

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABJ70563257-3

RESOLUTION CONCERNING THE IMPOSITION OF RESIDENTIAL DEVELOPMENT, COMMERCIAL DEVELOPMENT AND OPERATIONS FEES RECORDED OCTOBER 28, 2003 UNDER RECEPTION NO. B3234393.

AMENDED AND RESTATED RESOLUTION CONCERNING THE IMPOSITION OF RESIDENTIAL DEVELOPMENT, COMMERCIAL DEVELOPMENT, OPERATIONS, AND WORKING CAPITAL FEES RECORDED MAY 10, 2005 UNDER RECEPTION NO. B5067525.

MEMORANDUM CONCERNING THE GENERAL DISCLOSURE AND COMMON QUESTIONS REGARDING CROSS CREEK METROPOLITAN DISTRICT NOS. 1-3 RECORDED OCTOBER 31, 2005 UNDER RECEPTION NO. B5164192.

JOINT RESOLUTION CONCERNING USE OF DISTRICT RECREATIONAL FACILITIES BY NON-RESIDENTS AND NON-PROPERTY OWNERS RECORDED APRIL 4, 2006 UNDER RECEPTION NO. B6052009.

MEMORANDUM REGARDING SECOND AMENDED AND RESTATED RESOLUTION CONCERNING THE IMPOSITION OF RESIDENTIAL DEVELOPMENT, COMMERCIAL DEVELOPMENT, OPERATIONS AND WORKING CAPITAL FEES RECORDED FEBRUARY 15, 2008 UNDER RECEPTION NO. B8018858.

UPON SATISFACTION OF THE REQUIREMENTS AND ISSUANCE OF THE OWNERS POLICY, THIS EXCEPTION WILL BE AMENDED BY ADDING "NO SUMS ARE PRESENTLY DUE OR OWNING"

19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CROSS CREEK FRAMEWORK DEVELOPMENT PLAN RECORDED OCTOBER 23, 2003 UNDER RECEPTION NO. B3232337.

20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROSS CREEK SUBDIVISION FILING NO. 1 RECORDED JANUARY 7, 2004 UNDER RECEPTION NO. B4002718.

    NOTE: QUITCLAIM DEED RELINQUISHING THE INTEREST OF THE CITY OF AURORA IN A PORTION OF A UTILITY EASEMENT RECORDED DECEMBER 14, 2004 UNDER RECEPTION NO. B4214582.

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CROSS CREEK CONTEXTUAL SITE PLAN RECORDED JANUARY 07, 2004 UNDER RECEPTION NO. B4002720.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MASTER LICENSE AGREEMENT RECORDED JANUARY 26, 2004 UNDER RECEPTION NO. B4016180 AND ADDENDUM RECORDED JUNE 25, 2007 UNDER RECEPTION NO. B7080944.

23. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 31, 2004, UNDER RECEPTION NO. B4057381.

24. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED

Old Republic National Title Insurance Company
Schedule B, Part II

(Exceptions)

Order Number: ABJ70563257-3

BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF AURORA CROSS CREEK RECORDED MAY 20, 2004 UNDER RECEPTION NO. B4092201.

NOTE: THE SUBJECT PROPERTY LIES WITHIN ANNEXABLE LAND AS SET FORTH IN EXHIBIT D TO SAID DECLARATION, BUT HAS NOT YET BEEN ANNEXED.

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CROSS CREEK FRAMEWORK DEVELOPMENT PLAN RECORDED AUGUST 02, 2004 UNDER RECEPTION NO. B4136468.

26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PUBLIC IMPROVEMENT PHASING AGREEMENTS RECORDED JANUARY 03, 2005 UNDER RECEPTION NO. B5000912, B5000913 AND B5000914.

27. EASEMENT GRANTED TO THE CITY OF AURORA, FOR WATER, SEWER AND STORM DRAINAGE TRANSMISSION MAINS, LINES AND FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 21, 2005, UNDER RECEPTION NO. B5039887.

28. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 29, 2005, UNDER RECEPTION NO. B5128958.

29. MEMORANDUM REGARDING RESOLUTION IMPOSING DISTRICT FEES FOR CROSS CREEK METROPOLITAN DISTRICT NO.2 RECORDED FEBRUARY 05, 2016 UNDER RECEPTION NO. D6012138.

    UPON SATISFACTION OF THE REQUIREMENTS AND ISSUANCE OF THE OWNERS POLICY, THIS EXCEPTION WILL BE AMENDED BY ADDING "NO SUMS ARE PRESENTLY DUE OR OWNING"

30. MEMORANDUM REGARDING RESOLUTION IMPOSING DISTRICT FEES FOR CROSS CREEK METROPOLITAN DISTRICT NO.2 RECORDED JUNE 22, 2016 UNDER RECEPTION NO. D6065938.

    UPON SATISFACTION OF THE REQUIREMENTS AND ISSUANCE OF THE OWNERS POLICY, THIS EXCEPTION WILL BE AMENDED BY ADDING "NO SUMS ARE PRESENTLY DUE OR OWNING"

31. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION RECORDED NOVEMBER 08, 2019 AT RECEPTION NO. 9121877.

32. TERMS, CONDITIONS AND PROVISIONS OF OIL AND GAS LEASE RECORDED JULY 19, 2018 UNDER RECEPTION NO. 8070965

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 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 either obtain 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 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 access 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 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.

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-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 the 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 a 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.

Commitment For Title Insurance

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

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

Authorized Officer or Agent

Old Republic National Title Insurance Company
a Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612)371-1111

Mark Bilbrey
President

Rande Yeager
Secretary

AMERICAN LAND TITLE ASSOCIATION

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

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.