

COLORADO LAND SURVEY MONUMENT RECORD

Department of Regulatory Agencies

Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors

1560 Broadway, Suite 1350

Denver, CO 80202

Phone (303) 894-7800; Fax (303) 894-2310; EMAIL aes@dora.state.co.us; V/TDD 711

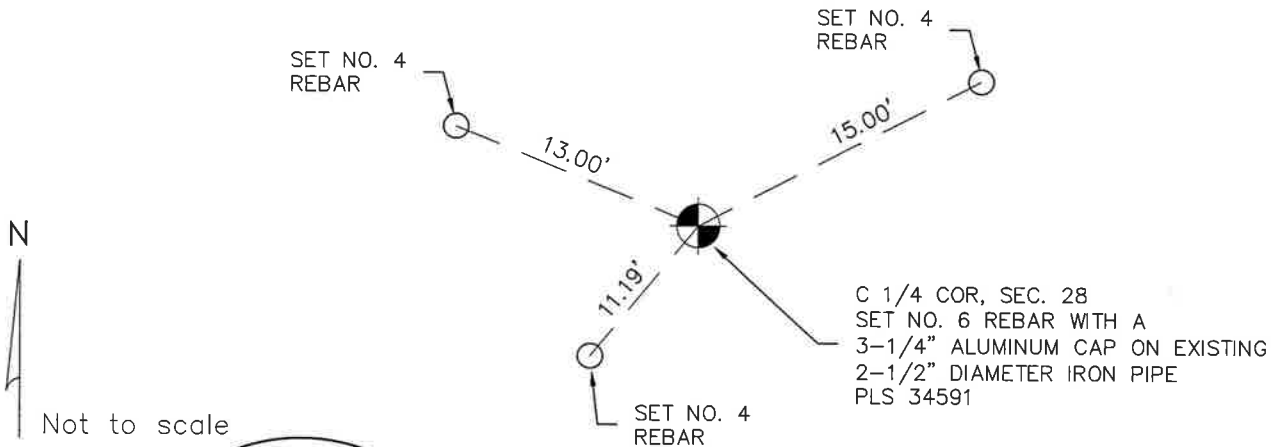
Report one monument only on this form — Reproduction of this form is authorized.
All items are to be filled in by the Land Surveyor using PERMANENT BLACK LETTERING and lines which can be reproduced.

1. TYPE OF MONUMENT: ☐ SECTION CORNER ☒ QUARTER CORNER ☐ SIXTEENTH CORNER ☐ OTHER _____

2. DESCRIPTION AND DATE OF MONUMENT FOUND:
FOUND 2-1/2" DIAMETER IRON PIPE WITH NO CAP 0.4' BELOW SURFACE.

3. DESCRIPTION OF MONUMENT SET BY YOU TO PERPETUATE THE LOCATION OF THIS POINT:
SET NO. 6 REBAR AND 3-1/4" ALUMINUM CAP ON TOP OF EXISTING 2-1/2" DIAMETER IRON PIPE MARKED AS SHOWN BELOW ON OCTOBER 16, 2020.

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

a. Date of field Work to Establish, Restore or Rehabilitate Monument: 10/16/2020

b. Date Monument was used as a Control corner: _____

(Surveyor, do not fill in)

RECEIVED AT OFFICE OF THE COUNTY CLERK

COUNTY

BY: _____
DATE: _____

Record to be filed numerically by Index Reference Number, then alphabetically by letter in the index reference number, then under appropriate Township, Range, and Meridian.

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): KEVIN J. KUCHARCZYK

Firm Name: CVL CONSULTANTS OF COLORADO, INC.

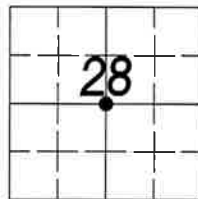
Firm Address: 10333 E. DRY CREEK RD, SUITE 240

ENGLEWOOD, CO 80112

Phone: (720) 249-3584

6. LOCATION DIAGRAM

1" = 1 Mile



● = Location of Monument



Signature/Date through Seal

7. SEC 28 T 3S R 64 W, 6th P.M.
COUNTY ADAMS INDEX REF NUMBER 11-G

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

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



Dora
Department of Regulatory Agencies

Rev.07/06/2020

COLORADO LAND SURVEY MONUMENT RECORD

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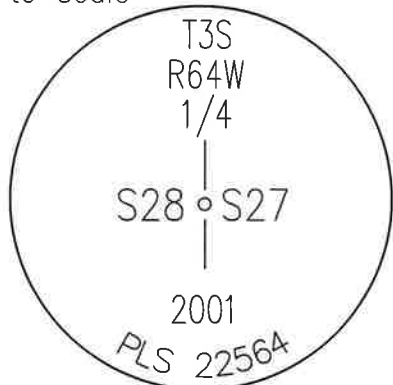
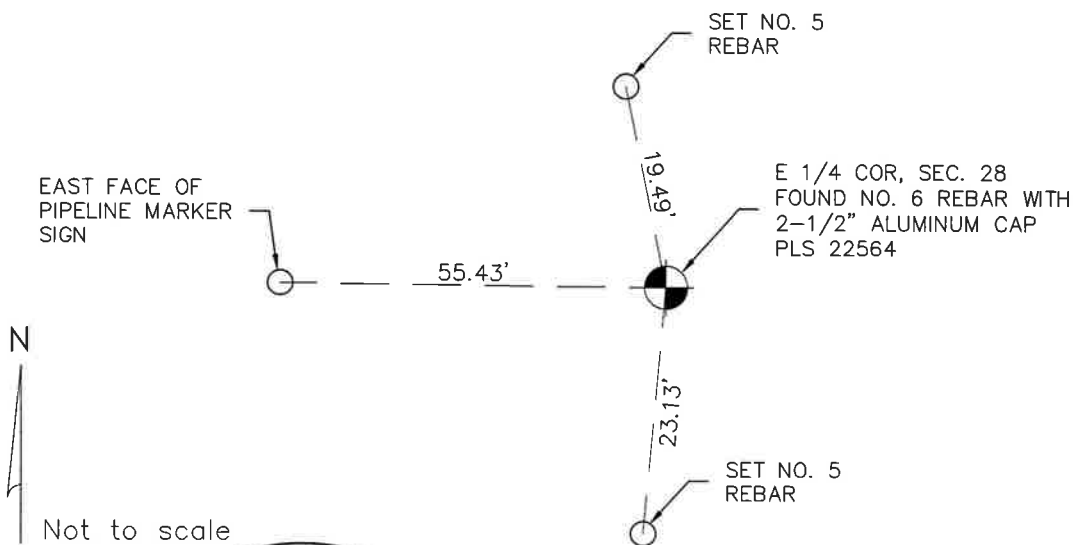
1. TYPE OF MONUMENT: ☐ SECTION CORNER ☒ QUARTER CORNER ☐ SIXTEENTH CORNER ☐ OTHER _____

2. DESCRIPTION AND DATE OF MONUMENT FOUND:

FOUND NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP MARKED AS SHOWN BELOW ON SEPTEMBER 1, 2020.

3. DESCRIPTION OF MONUMENT SET BY YOU TO PERPETUATE THE LOCATION OF THIS POINT:
SET REFERENCES AS SHOWN BELOW.

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

a. Date of field Work to Establish, Restore or Rehabilitate Monument: 9/1/2020

b. Date Monument was used as a Control corner: 9/1/2020

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): KEVIN J. KUCHARCZYK

Firm Name: CVL CONSULTANTS OF COLORADO, INC.

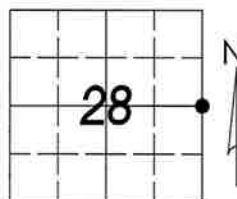
Firm Address: 10333 E. DRY CREEK RD, SUITE 240

ENGLEWOOD, CO 80112

Phone: (720) 249-3584

LOCATION DIAGRAM

1" = 1 Mile



● = Location of Monument



Signature/Date through Seal

7. SEC 28 T 3S R 64 W, 6th P.M.
COUNTY ADAMS INDEX REF NUMBER 13-G

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

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Dora
Department of Regulatory Agencies

Rev.07/06/2020

RECEIVED AT OFFICE OF THE COUNTY CLERK
_____ COUNTY

BY: _____

DATE: _____

Record to be filed numerically by Index Reference Number, then alphabetically by letter in the index reference number, then under appropriate Township, Range, and Meridian.



**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: **ABD70711950-2**

Date: **03/31/2021**

Property Address: **VACANT LAND, COMMERCE CITY, CO 80137**

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

For Closing Assistance

For Title Assistance

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

CVL CONSULTANTS
Attention: KEVIN KUCHARCZYK
10333 E DRY CREEK RD #240
ENGLEWOOD, CO 80112
(720) 883-5470 (Cell)
(720) 249-3584 (Work)
(720) 482-9546 (Work Fax)
kkucharczyk@cvlinc.net
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABD70711950-2**

Date: **03/31/2021**

Property Address: **VACANT LAND, COMMERCE CITY, CO 80137**

Parties: **A BUYER TO BE DETERMINED**

**WESTERN TRANSPORT, LLC, A DELAWARE LIMITED LIABILITY
COMPANY**

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

Estimate of Title insurance Fees	
"TBD" Commitment	\$423.00
	Total \$423.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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

Chain of Title Documents:

[Adams county recorded 12/30/2016 under reception no.
2016000114777](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70711950-2

Property Address:

VACANT LAND, COMMERCE CITY, CO 80137

1. Effective Date:

03/09/2021 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:

WESTERN TRANSPORT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

A PARCEL OF LAND SITUATED WITHIN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 28 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINIUM CAP SET BY PLS 34591, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 28 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP SET BY PLS 22564 IS ASSUMED TO BEAR SOUTH 89°25'20" EAST, 2630.35 FEET, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 82°59'41" EAST, A DISTANCE OF 375.19 FEET, TO THE POINT OF BEGINNING;
THENCE SOUTH 89°25'20" EAST, A DISTANCE OF 165.13 FEET;
THENCE SOUTH 00°32'35" EAST, A DISTANCE OF 330.00 FEET;
THENCE NORTH 89°25'20" WEST, A DISTANCE OF 165.13 FEET;
THENCE NORTH 00°32'35" WEST, A DISTANCE OF 330.00 FEET, TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY
KEVIN J. KUCHARCZYK, P.L.S. 34591
FOR AND ON BEHALF OF
CVL A WESTWOOD TEAM
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 8012

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABD70711950-2

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABD70711950-2

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. PARTIAL RELEASE OF DEED OF TRUST DATED SEPTEMBER 12, 2018, FROM WESTERN TRANSPORT LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF AMAPOLA LLC, A NEVADA LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$23,500,000.00 RECORDED SEPTEMBER 14, 2018, UNDER RECEPTION NO. [2018000074991](#).

AMENDMENT TO DEED OF TRUST RECORDED OCTOBER 28, 2019 UNDER RECEPTION NO. [2019000092788](#).

2. PARTIAL RELEASE OF DEED OF TRUST DATED DECEMBER 28, 2018, FROM WESTERN TRANSPORT LLC, A DELAWARE LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF AMAPOLA LLC, A NEVADA LIMITED LIABILITY COMPANY TO SECURE THE SUM OF \$4,800,000.00 RECORDED DECEMBER 28, 2018, UNDER RECEPTION NO. [2018000103425](#).

AMENDMENT TO SECOND DEED OF TRUST RECORDED JUNE 27, 2019 UNDER RECEPTION NO. [2019000050274](#).

3. (THIS ITEM WAS INTENTIONALLY DELETED)

4. WARRANTY DEED FROM WESTERN TRANSPORT, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: THE OPERATING AGREEMENT FOR WESTERN TRANSPORT, LLC, A DELAWARE LIMITED LIABILITY COMPANY DISCLOSES STEVEN MARSHALL AS THE MANAGER AUTHORIZED TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

NOTE: THE STATEMENT OF AUTHORITY FOR WESTERN TRANSPORT LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED SEPTEMBER 14, 2018 UNDER RECEPTION NO. [2018000074983](#) DISCLOSES THE FOLLOWING AUTHORIZED SIGNATORY:

STEVEN MARSHALL AS PRESIDENT OF ROARING FORK ASSET MANAGEMENT CORP., A DELAWARE CORPORATION, MANAGER OF WESTERN LAND COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, MANAGER OF WESTERN TRANSPORT LLC, A DELAWARE LIMITED LIABILITY COMPANY.

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.

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

Order Number: ABD70711950-2

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.**
- 9. ALL EXISTING ROADS, HIGHWAYS, PIPELINES, UTILITIES AND RIGHTS OF WAY AND EASEMENTS THEREFORE.**
- 10. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 26, 1896, IN BOOK A24 AT PAGE 504.**
- 11. 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 DECEMBER 26, 1896, IN BOOK A24 AT PAGE 504.**
- 12. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BENNETT FIRE PROTECTION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED OCTOBER 02, 1962, IN BOOK 1018 AT PAGE 159.**
- 13. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ZONING ORDINANCE RECORDED MARCH 27, 2007 UNDER RECEPTION NO. 2007000030914.**

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

Order Number: ABD70711950-2

14. TERMS, CONDITIONS AND PROVISIONS OF AMENDMENT TO ADAMS COUNTY ZONING REGULATIONS CASE NO. 23-91-RA, FRONT RANGE AIRPORT INFLUENCE ZONE RECORDED MAY 23, 1991 IN BOOK 3780 AT PAGE [622](#).
15. THE EFFECT OF ASSIGNMENT OF PRESCRIPTIVE RIGHTS AND USES RECORDED FEBRUARY 6, 1992 IN BOOK 3864 AT PAGE [92](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSPORT FRAMEWORK DEVELOPMENT PLAN RECORDED FEBRUARY 16, 2007 UNDER RECEPTION NO. [2007000016928](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSPORT DEVELOPMENT AGREEMENT RECORDED MARCH 07, 2007 UNDER RECEPTION NO. [2007000023909](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSPORT INTERM FACILITIES AGREEMENT RECORDED MARCH 07, 2007 UNDER RECEPTION NO. [2007000023910](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ANNEXATION AGREEMENT RECORDED MARCH 07, 2007 UNDER RECEPTION NO. [2007000023911](#).
20. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034984](#).
MEMORANDUM OF ASSIGNMENT OF OIL AND GAS LEASES RECORDED SEPTEMBER 14, 2018 UNDER RECEPTION NO. [2018000074989](#).
21. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034985](#).
MEMORANDUM OF ASSIGNMENT OF OIL AND GAS LEASES RECORDED SEPTEMBER 14, 2018 UNDER RECEPTION NO. [2018000074990](#).
22. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034986](#).
MEMORANDUM OF ASSIGNMENT OF OIL AND GAS LEASES RECORDED SEPTEMBER 14, 2018 UNDER RECEPTION NO. [2018000074989](#).
23. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034987](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SURFACE USE AGREEMENT EVIDENCED BY MEMORANDUM THEREOF RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034989](#) AND RECORDED MAY 24, 2012 UNDER RECEPTION NO. [20120000037453](#).
RATIFICATION OF SURFACE USE AGREEMENT RECORDED MAY 8, 2013 UNDER RECEPTION NO. [2013000039097](#).
25. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 24, 2012 UNDER RECEPTION NO. [2012000037454](#).
26. MEMORANDUM OF OIL AND GAS LEASE RECORDED MAY 24, 2012 UNDER RECEPTION NO. [2012000037455](#).

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

Order Number: ABD70711950-2

27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PARTICIPATION AGREEMENT EVIDENCED BY MEMORANDUM THEREOF RECORDED MAY 15, 2012 UNDER RECEPTION NO. [2012000034988](#) AND RECORDED MAY 24, 2012 UNDER RECEPTION NO. [20120000037456](#).
28. CONVEYANCE OF ALL RIGHT, TITLE AND INTEREST, INCLUDING MINERAL INTEREST OF ANY KIND, AS SET FORTH IN DEED RECORDED JUNE 26, 2006 UNDER RECEPTION NO. [20060626000646110](#) AND SPECIAL WARRANTY DEED, ASSIGNMENT, BILL OF SALE AND CONVEYANCE RECORDED JANUARY 7, 2013 UNDER RECEPTION NO. [2013000001583](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED DECEMBER 02, 2013 UNDER RECEPTION NO. [2013000101334](#) AND RESOLUTION FOR ZONING HEARING DECISION RECORDED OCTOBER 30, 2013 UNDER RECEPTION NO. [2013000093709](#) AND RESOLUTION APPROVING SAID DEVELOPMENT AGREEMENT RECORDED DECEMBER 16, 2013 UNDER RECEPTION NO. [2013000104445](#).
30. AFFIDAVIT OF NON-DEVELOPMENT RECORDED OCTOBER 9, 2014 UNDER RECEPTION NO. [2014000069921](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TENANTS IN COMMON AGREEMENT RECORDED FEBRUARY 10, 2015 UNDER RECEPTION NO. [2015000009182](#) AND SECOND AMENDMENT TO THE TENANTS IN COMMON AGREEMENT RECORDED JULY 22, 2015 UNDER RECEPTION NO. [2015000059140](#) AND RECORDED SEPTEMBER 8, 2015 UNDER RECEPTION NO. [2015000078075](#).
32. OIL AND GAS LEASE RECORDED NOVEMBER 29, 2016 UNDER RECEPTION NO. [2016000102236](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
MEMORANDUM OF ASSIGNMENT OF OIL AND GAS LEASES RECORDED SEPTEMBER 14, 2018 UNDER RECEPTION NO. [2018000074989](#).
33. OIL AND GAS LEASE RECORDED NOVEMBER 29, 2016 UNDER RECEPTION NO. [2016000102240](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
34. OIL AND GAS LEASE RECORDED NOVEMBER 29, 2016 UNDER RECEPTION NO. [2016000102245](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.
MEMORANDUM OF ASSIGNMENT OF OIL AND GAS LEASES RECORDED SEPTEMBER 14, 2018 UNDER RECEPTION NO. [2018000074990](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED NOVEMBER 30, 2016 UNDER RECEPTION NO. [2016000102936](#), AND THE AGREEMENT MEMORIALIZED THEREIN.
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF SURFACE USE AGREEMENT RECORDED DECEMBER 05, 2016 UNDER RECEPTION NO. [2016000105179](#), AND THE AGREEMENT MEMORIALIZED THEREIN.
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST RECORDED JANUARY 18, 2017 UNDER RECEPTION NO. [2017000004761](#).

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

Order Number: ABD70711950-2

38. TERMS, CONDITIONS, PROVISIONS AND RESERVATIONS OF SPECIAL WARRANTY DEED (MINERALS) RECORDED SEPTEMBER 14, 2018 AT RECEPTION NO. [2018000074984](#).
39. TERMS, CONDITIONS, PROVISIONS AND RESERVATIONS OF SPECIAL WARRANTY DEED (MINERALS) RECORDED SEPTEMBER 14, 2018 AT RECEPTION NO. [2018000074986](#).
40. ANY AND ALL WATER RIGHTS CONVEYED BY QUIT CLAIM DEED RECORDED SEPTEMBER 14, 2018 AT RECEPTION NO. [2018000074988](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSPORT COLORADO MASTER PLAN AMENDMENT #1 RECORDED FEBRUARY 05, 2021 UNDER RECEPTION NO. [2021000014656](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TRANSPORT COLORADO MASTER PLAN SUB-AREA #1 RECORDED FEBRUARY 05, 2021 UNDER RECEPTION NO. [2021000014765](#).
43. LACK OF ACCESS TO AND FROM PUBLIC ROAD, HIGHWAY, OR STREET.



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.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**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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