



Customer Distribution

Our Order Number: ABD70530535-3

Date: 04-13-2017

**Property Address: WASHINGTON AND E 144TH AVE THORNTON**

---

**For Closing Assistance**

Colin Snody  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6234 (phone)  
303-393-3806 (fax)  
csnody@ltgc.com  
Company License: CO44565  
Contact License: CO271428

**Closer's Assistant**

Whitney Lewis  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6249 (phone)  
303-393-4912 (fax)  
wlewis@ltgc.com

**For Title Assistance**

David Knapp  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4174 (phone)  
303-393-4842 (fax)  
dknapp@ltgc.com

---

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

TRAMMELL CROW COMPANY  
1225 17TH STREET #3050  
303-628-7444 (work)  
303-695-1866 (work fax)  
bmosher@trammellcrow.com  
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY  
Attention: SHERRI GOLDSTEIN  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-321-1880 (work)  
303-322-7603 (work fax)  
sgoldstein@ltgc.com  
Delivered via: Electronic Mail

THORNTON INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY  
5350 S ROSLYN #400  
GREENWOOD VILLAGE, CO 80111  
720-488-4705 (work)  
303-694-6287 (work fax)  
ggfulton@hotmail.com  
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: JULIE GRAHAM  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1100 (work)  
303-223-0305 (work fax)  
jgraham@bhfs.com  
Delivered via: Electronic Mail

CBRE  
Attention: FRANK KELLEY  
8390 E CRESCENT PKWY #300  
GREENWOOD VILLAGE, CO 80111  
720-528-6324 (work)  
720-528-6333 (work fax)  
frank.kelley@cbre.com  
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: BRUCE JAMES  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1100 (work)  
303-223-1111 (work fax)  
bjames@bhfs.com  
Delivered via: Electronic Mail

CBRE  
Attention: JAMES BOLT  
8390 E CRESCENT PKWY #300  
GREENWOOD VILLAGE, CO 80111  
720-528-6310 (work)  
720-528-6333 (work fax)  
james.bolt@cbre.com  
Delivered via: Electronic Mail

MOYE, WHITE LLP  
Attention: JENNIFER STENMAN  
1400 16TH ST 6TH FLOOR  
16 MARKET SQUARE  
DENVER, CO 80202  
303-292-2900 (work)  
303-292-4510 (work fax)  
jennifer.stenman@moyewhite.com  
Delivered via: Electronic Mail

MOYE, WHITE LLP  
Attention: MARY KAY ENGEL  
1400 16TH ST 6TH FLOOR  
16 MARKET SQUARE  
DENVER, CO 80202  
303-291-1552 (work)  
303-292-4510 (work fax)  
marykay.engel@moyewhite.com

TRAMMELL CROW COMPANY  
Attention: ROB ANDREWS  
1225 17TH STREET #3050  
DENVER, CO 80202  
303-628-1718 (work)  
303-695-1866 (work fax)  
randrews@trammellcrow.com  
Delivered via: Electronic Mail

Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: BLAIR LICHTENFELS  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1100 (work)  
303-223-1111 (work fax)  
blichtenfels@bhfs.com  
Delivered via: Electronic Mail

THE FARMERS RESERVOIR AND IRRIGATION COMPANY, A  
COLORADO NON-PROFIT CORPORATION  
Delivered via: Delivered by Realtor

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: ANDI STADER  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1398 (work)  
astader@bhfs.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABD70530535-3

Date: 04-13-2017

Property Address: WASHINGTON AND E 144TH AVE THORNTON

Buyer/Borrower: TC DENVER DEVELOPMENT, INC., A DELAWARE CORPORATION

Seller: THORNTON INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	\$26,358.00
<u>Deletion of Exceptions 1-3</u>	\$60.00
<u>Deletion of General Exception 4</u>	\$25.00
Tax Certificate	\$26.00
Additional Parcel (PARCEL B)	\$150.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$26,619.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule A**

Order Number: ABD70530535-3

Customer Ref-Loan No.:

**Property Address:**

WASHINGTON AND E 144TH AVE THORNTON

**1. Effective Date:**

04-04-2017 At 05:00:00

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

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

To Be Determined

Proposed Insured:

TC DENVER DEVELOPMENT, INC., A DELAWARE  
CORPORATION

**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:**

THORNTON INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 15;

THENCE NORTH 89°05'55" WEST, 30.00 FEET;

THENCE NORTH 00°30'38" EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG THE NORTH RIGHT OF WAY FOR 144TH AVENUE THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°05'55" WEST, 1890.37 FEET;

2. THENCE NORTH 00°54'05" EAST, 5.00 FEET;

3. THENCE NORTH 83°48'03" WEST, 704.04 FEET;

THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, SAID LINE ALSO BEING THE EAST LINE OF INTERSTATE 25, NORTH 00°18'41" EAST, 1884.14 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER SECTION 15 NORTH 89°04'02" EAST 2577.48 FEET;

THENCE ALONG THE WESTERLY LINE OF WASHINGTON STREET SOUTH 00°30'38" WEST, 383.29 FEET;

THENCE ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF A PARCEL OF LAND DESCRIBED IN BOOK 2582, AT PAGE 314, NORTH 89°04'02" WEST, 380.00 FEET;

THENCE SOUTH 00°30'38" WEST, 350.00 FEET;

THENCE SOUTH 89°04'02" EAST, 380.00 FEET;

THENCE ALONG SAID WASHINGTON STREET, ALONG THE FOLLOWING SEVEN (7) COURSES:

1. THENCE SOUTH 00°30'38" WEST, 333.50 FEET;

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule A**

**Order Number:** ABD70530535-3

**Customer Ref-Loan No.:**

2. THENCE NORTH 89°29'22" WEST, 10.00 FEET;  
3. THENCE SOUTH 00°30'38" WEST, 200.00 FEET;  
4. THENCE SOUTH 89°29'22" EAST, 10.00 FEET;  
5. THENCE SOUTH 00°30'38" WEST, 55.00 FEET;  
6. THENCE NORTH 89°29'22" EAST, 20.00 FEET;  
7. THENCE SOUTH 00°30'38" WEST, 830.39 FEET TO THE TRUE POINT OF BEGINNING,  
ADAMS COUNTY, STATE OF COLORADO.

EXCEPT THAT PART OF THE BULL CANAL DESCRIBED IN INSTRUMENT RECORDED IN BOOK 73 AT  
PAGE 86.

AND EXCEPT ANY PORTION CONVEYED TO THE CITY OF THORNTON BY WARRANTY DEED  
RECORDED OCTOBER 27, 2004 UNDER RECEPTION NO. [20041027001081960](#);

AND EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF WESTMINSTER BY DEED RECORDED  
MARCH 17, 2006 UNDER RECEPTION NO. [20060317000274570](#);

AND FURTHER EXCEPTING THOSE PORTIONS AS CONVEYED IN DEEDS RECORDED MARCH 2, 2012  
AT RECEPTION NOS. [2012000016028](#) AND [2012000016029](#) AND MAY 17, 2016 AT RECEPTION NO.  
[2016000038313](#).

Copyright 2006-2017 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**  
**First American Title Insurance Company**  
**Schedule B Section 1**

**(Requirements)**

**Order Number:** ABD70530535-3

**The following are the requirements to be complied with:**

**Item (a) Payment** to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

**Item (b) Proper** instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

**Item (c) Payment of all taxes, charges or assessments levied and assessed against the subject premises which are due and payable.**

**Item (d) Additional requirements, if any disclosed below:**

1. (ITEM INTENTIONALLY DELETED)
2. (ITEM INTENTIONALLY DELETED)
3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF THORNTON INVESTMENTS, LLC 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.

4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR THORNTON INVESTMENTS, 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.

5. 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.

6. (ITEM INTENTIONALLY DELETED)
7. WARRANTY DEED FROM THORNTON INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY TO TC DENVER DEVELOPMENT, INC., A DELAWARE CORPORATION CONVEYING SUBJECT PROPERTY.

NOTE: AS TO THE OWNERS POLICY, ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED

**ALTA COMMITMENT**  
**First American Title Insurance Company**  
**Schedule B Section 1**

**(Requirements)**

**Order Number:** ABD70530535-3

**The following are the requirements to be complied with:**

UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF.

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

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF THORNTON INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY.

FIRST AMERICAN TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF TC DENVER DEVELOPMENT, INC., A DELAWARE CORPORATION.

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

NOTE: UPON PROOF OF PAYMENT OF 2016 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS.

NOTE: THE ISSUANCE OF THE POLICIES AND/OR ENDORSEMENTS REFERENCED IN THIS COMMITMENT ARE SUBJECT TO THE APPROVAL OF THE UNDERWRITER OF SAID POLICIES AND/OR ENDORSEMENTS. THIS COMMITMENT MAY BE REVISED AS REQUIRED BY THE UNDERWRITER TO ISSUE THE POLICIES AND/OR ENDORSEMENTS REQUESTED. THIS NOTE WILL BE DELETED UPON THE RECEIPT OF SAID APPROVAL.

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

Order Number: ABD70530535-3

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. Any and all unpaid taxes, assessments and unredeemed tax sales.
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. THE RIGHT OF THE FARMERS RESERVOIR AND IRRIGATION COMPANY TO CONSTRUCT CANALS, DITCHES AND LATERALS OVER AND ACROSS SUBJECT LAND, AS DISCLOSED IN DEED RECORDED JUNE 25, 1914 IN BOOK 69 AT PAGE [490](#).
10. RIGHT OF WAY EASEMENT GRANTED TO UNION RURAL ELECTRIC ASSOCIATION FOR AN ELECTRIC LINE, AS DISCLOSED IN DEED RECORDED JANUARY 10, 1942 IN BOOK 275 AT PAGE [596](#).
11. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 02, 1942, IN BOOK 277 AT PAGE [129](#).
12. TERMS, CONDITIONS AND PROVISIONS OF INTERGOVERNMENTAL AGREEMENT RECORDED APRIL 18, 1986 IN BOOK 3134 AT PAGE [196](#).
13. EASEMENT GRANTED TO MARTIN EXPLORATIN MANAGEMENT COMPANY, FOR NATURAL GAS PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 24, 1986, IN BOOK 3235 AT PAGE [484](#).
14. (ITEM INTENTIONALLY DELETED)
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT AND ORDINANCE RECORDED JUNE 15, 1989 IN BOOK 3574 AT PAGES [84](#) AND [87](#).
16. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR TRANSMISSION OF



**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

Order Number: ABD70530535-3

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

ELECTRICITY AND COMMUNICATIN SIGNALS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 31, 1992, IN BOOK 3947 AT PAGE [713](#).

17. (ITEM INTENTIONALLY DELETED)

18. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED DECEMBER 28, 2005, UNDER RECEPTION NO. [20051228001418260](#).

19. EASEMENT GRANTED TO CITY OF WESTMINSTER, FOR DRAINAGE IMPROVEMENTS, ROADWAY SLOPE AND UTILITY FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 17, 2006, UNDER RECEPTION NO. [20060317000274580](#).

NOTE: ASSIGNMENT OF EASEMENT RECORDED JANUARY 28, 2008 UNDER RECEPTION NO. [2008000006584](#).

20. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF PUBLIC INTERSTATE HIGHWAY I-25 AS CONVEYED TO CITY OF WESTMINSTER BY ACCESS DEED RECORDED MARCH 17, 2006 UNDER RECEPTION NO. [20060317000274590](#).

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PERPETUAL DRAINAGE EASEMENT RECORDED MARCH 02, 2012 UNDER RECEPTION NO. [2012000016030](#).

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PERPETUAL EASEMENT RECORDED MARCH 02, 2012 UNDER RECEPTION NO. [2012000016032](#).

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ACCESS DEED BY AND BETWEEN THORNTON INVESTMENTS, LLC AND THE COLORADO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO RECORDED MAY 17, 2016 UNDER RECEPTION NO. [2016000038314](#).

24. OIL AND GAS LEASE RECORDED JULY 21, 2016 UNDER RECEPTION NO. [2016000058641](#) 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.

25. OIL AND GAS LEASE RECORDED JULY 22, 2016 UNDER RECEPTION NO. [2016000058729](#) 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. (ITEM INTENTIONALLY DELETED)

27. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 13, 2016 UNDER RECEPTION NO. [2016000055794](#).

28. (ITEM INTENTIONALLY DELETED)

**First American Title Insurance Company**  
**Schedule B Section 2**

**(Exceptions)**

**Order Number:** ABD70530535-3

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

29. (ITEM INTENTIONALLY DELETED)

30. (ITEM INTENTIONALLY DELETED)

31. (ITEM INTENTIONALLY DELETED)

32. (ITEM INTENTIONALLY DELETED)

33. (ITEM INTENTIONALLY DELETED)

34. (ITEM INTENTIONALLY DELETED)

35. (ITEM INTENTIONALLY DELETED)

36. (ITEM INTENTIONALLY DELETED)

37. (ITEM INTENTIONALLY DELETED)

38. (ITEM INTENTIONALLY DELETED)

39. OIL AND GAS LEASE RECORDED MARCH 21, 2017 UNDER RECEPTION NO. [2017000024707](#) 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.



First American Title™

## Privacy Information

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others, and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested to us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information values. We currently maintain physical, electronic, and procedural safeguards that comply with referral regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us how you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the person information. Usually, the personal information we collect is used only by us to respond to your inquiry, process and order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. [FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the uses of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
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 and Meridian Land Title, LLC, as agents 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.

## DISCLOSURE STATEMENT

NOTE: Pursuant to C.R.S. 30-10-406(3)(a) 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 will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 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 Colorado Division of Insurance Regulations 8-1-1, 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 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 C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

*First American Title Insurance Company*



First American Title™

## Commitment for Title Insurance

ISSUED BY

### First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

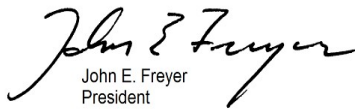
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

#### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or the matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of the Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of The mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org)

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

  
John E. Freyer  
President  
Authorized Officer or Agent

First American Title Insurance Company



Dennis J. Gilmore



Jeffrey S. Robinson  
Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION





Customer Distribution

**Our Order Number:** ABN70509218-4

**Date:** 02-02-2017

**Property Address:** 14731 WASHINGTON STREET DENVER

---

**For Closing Assistance**

Colin Snody  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6234 (phone)  
303-393-3806 (fax)  
csnody@ltgc.com  
Company License: CO44565  
Contact License: CO271428

**Closer's Assistant**

Whitney Lewis  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6249 (phone)  
303-393-4912 (fax)  
wlewis@ltgc.com

**For Title Assistance**

BILL BRENDemuHL, ESQ.  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4195 (phone)  
303-393-4842 (fax)  
bbrendemuhl@ltgc.com

---

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

TRAMMELL CROW COMPANY, LLC, A DELAWARE LIMITED LIABILITY COMPANY  
Attention: BILL MOSHER  
1225 17TH STREET  
SUITE 3175  
DENVER, CO 80202  
303-589-6137 (phone)  
303-628-7439 (work)  
bmosher@trammellcrow.com  
Delivered via: Electronic Mail

WESTSIDE INVESTMENT PARTNERS INC  
Attention: MICHAEL SCHROEDER  
4100 E MISSISSIPPI AVE #500  
GLENDALE, CO 80246  
303-984-9800 (work)  
303-984-9874 (work fax)  
mschroeder@westsideinv.com  
Delivered via: Electronic Mail

THORNTON 40 LLC, A COLORADO LIMITED LIABILITY COMPANY  
Attention: ANDREW KLEIN  
7100 E BELLEVIEW AVE # 350  
GREENWOOD VILLAGE, CO 80111  
303-984-9800 (work)  
aklein@westsideinv.com  
Delivered via: Electronic Mail

CBRE  
Attention: FRANK KELLEY  
8390 E CRESCENT PKWY #300  
GREENWOOD VILLAGE, CO 80111  
720-528-6344 (work)  
720-528-6333 (work fax)  
frank.kelley@cbre.com  
Delivered via: Electronic Mail

CBRE  
Attention: JAMES BOLT  
8390 E CRESCENT PKWY #300  
GREENWOOD VILLAGE, CO 80111  
720-528-6310 (work)  
720-528-6333 (work fax)  
james.bolt@cbre.com  
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: ANDI M. STADER  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1398 (work)  
astader@bhfs.com  
Delivered via: Electronic Mail

CUSHMAN & WAKEFIELD  
Attention: JAMES CAPECELATRO  
1515 ARAPAHOE ST #1200  
ARAPAHOE TOWER 1  
DENVER, CO 80202  
303-312-4295 (work)  
303-534-8270 (work fax)  
jim.capecelatro@cushwake.com  
Delivered via: Electronic Mail

PREEO SILVERMAN GREEN & EGGLE PC  
Attention: ROBERT L. PREEO, ESQ.  
6465 GREENWOOD PLAZA BLVD #1025  
CENTENNIAL, CO 80111  
303-296-4440 (work)  
bob@preeosilv.com  
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY  
Attention: SHERRI GOLDSTEIN  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-321-1880 (work)  
303-322-7603 (work fax)

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: BLAIR E LICHTENFELS  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1100 (work)  
303-223-1111 (work fax)



sgoldstein@ltgc.com  
Delivered via: Electronic Mail

blichtenfels@bhfs.com  
Delivered via: Linked Commitment Delivery  
Copies: 1



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABN70509218-4

Date: 02-02-2017

Property Address: 14731 WASHINGTON STREET DENVER

Buyer/Borrower: TC DENVER DEVELOPMENT, INC., A DELAWARE CORPORATION

Seller: THORNTON 40 LLC, A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

### Estimate of Title Insurance Fees

ALTA Owners Policy 06-17-06	To Be Determined
Deletion of Standard Exception(s)	To Be Determined
Endorsement 8.2 - 06	To Be Determined
Endorsement ALTA 9.1-06	To Be Determined
Endorsement ALTA 17-06	To Be Determined
Endorsement ALTA 18-06	To Be Determined
Endorsement ALTA 25-06	To Be Determined
Endorsement Arbitration Deletion-06	To Be Determined
Tax Certificate	\$26.00

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

**Total** To Be Determined

**THANK YOU FOR YOUR ORDER!**

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABN70509218-4

Customer Ref-Loan No.:

**Property Address:**

14731 WASHINGTON STREET DENVER

**1. Effective Date:**

01-26-2017 At 05:00:00

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

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

To Be Determined

Proposed Insured:

TC DENVER DEVELOPMENT, INC., A DELAWARE  
CORPORATION

**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:**

THORNTON 40 LLC, A COLORADO LIMITED LIABILITY COMPANY

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO AND AS DESCRIBED AS FOLLOWS:

THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHEAST QUARTER (N1/2 N1/2 SE1/4) OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.,

EXCEPT THE EAST 50 FEET OF SAID TRACT DEEDED TO THE COUNTY OF ADAMS RECORDED DECEMBER 30, 1935 IN BOOK 228 AT PAGE [478](#),

EXCEPT THAT PART CONVEYED TO THE FARMERS RESERVOIR AND IRRIGATION COMPANY FOR THE BULL CANAL IN DEED RECORDED DECEMBER 11, 1914 IN BOOK 73 AT PAGE [86](#), COUNTY OF ADAMS, STATE OF COLORADO.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15;

THENCE N89° 32' 20" W, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET;

THENCE S00° 01' 37" W, ALONG SAID WESTERLY LINE, A DISTANCE OF 660.94 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER;

THENCE N89° 32' 55" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1410.67 FEET TO A POINT ON THE EASTERLY LINE OF A 95.00 FEET WIDE RIGHT-OF-WAY FOR BULL CANAL, AS RECORDED IN ADAMS COUNTY, COLORADO IN BOOK 73 AT PAGE 86;

THENCE RUNNING ALONG SAID EASTERLY LINE, THE FOLLOWING FIVE (5) COURSES:

1. N22° 09' 00" W, A DISTANCE OF 73.17 FEET TO A POINT OF CURVATURE;

2. 56.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONTAINING AN INTERIOR ANGLE OF

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** ABN70509218-4

**Customer Ref-Loan No.:**

09° 03' 36" AND HAVING A RADIUS OF 355.00 FEET TO A POINT;  
3. N13° 05' 23" W, A DISTANCE OF 273.23 FEET TO A POINT OF CURVATURE;  
4. 156.73 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONTAINING AN INTERIOR ANGLE OF 20° 10' 46" AND HAVING A RADIUS OF 445.00 FEET TO A POINT;  
5. N33° 16' 09" W, A DISTANCE OF 158.54 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER;  
THENCE S89° 32' 20" E, ALONG SAID NORTH LINE, A DISTANCE OF 1665.77 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF THORNTON, A MUNICIPAL CORPORATION, IN DEED RECORDED AUGUST 15, 2012 AT RECEPTION NO. [2012000060234](#),

COUNTY OF ADAMS, STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 15;  
THENCE S89° 32' 20" E, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 799.75 FEET TO A POINT ON THE WESTERLY LINE OF A 95.00 FEET WIDE RIGHT-OF-WAY FOR THE BULL CANAL, AS RECORDED IN ADAMS COUNTY, COLORADO IN BOOK 73 AT PAGE 86;  
THENCE RUNNING ALONG SAID WESTERLY LINE, THE FOLLOWING FIVE (5) COURSES:  
1. S33° 16' 09" E, A DISTANCE OF 221.97 FEET TO A POINT OF CURVATURE;  
2. 123.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONTAINING AN INTERIOR ANGLE OF 20° 10' 46" AND HAVING A RADIUS OF 350.00 FEET TO A POINT;  
3. S13° 05' 23" E, A DISTANCE OF 273.23 FEET TO A POINT OF CURVATURE;  
4. 71.16 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, CONTAINING AN INTERIOR ANGLE OF 09° 03' 36" AND HAVING A RADIUS OF 450.00 FEET TO A POINT;  
5. S22° 09' 00" E, A DISTANCE OF 33.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER;  
THENCE N89° 32' 55" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1063.89 FEET TO A POINT ON THE WEST LINE OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER;  
THENCE N00° 10' 17" W, ALONG SAID WEST LINE, A DISTANCE OF 661.40 FEET TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN DEED RECORDED MARCH 31, 2016 AT RECEPTION NO. [2016000024032](#) AND RE-RECORDED APRIL 25, 2016 AT RECEPTION NO. [2016000031069](#),

COUNTY OF ADAMS, STATE OF COLORADO.

Copyright 2006-2017 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-1**

**(Requirements)**

**Order Number:** ABN70509218-4

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. RELEASE OF DEED OF TRUST DATED NOVEMBER 19, 2008 FROM THORNTON 40 LLC TO THE PUBLIC TRUSTEE OF ADAMS COUNTY FOR THE USE OF FIRST NATIONAL BANK TO SECURE THE SUM OF \$1,250,000.00 RECORDED DECEMBER 11, 2008, UNDER RECEPTION NO. [2008000096004](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED DECEMBER 11, 2008, UNDER RECEPTION NO. [2008000096005](#).

2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF THORNTON 40 LLC 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.

3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR THORNTON 40 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.

4. (ITEM INTENTIONALLY DELETED)

5. (ITEM INTENTIONALLY DELETED)

6. (ITEM INTENTIONALLY DELETED)

7. WARRANTY DEED FROM THORNTON 40 LLC, A COLORADO LIMITED LIABILITY COMPANY TO TC DENVER DEVELOPMENT, INC., A DELAWARE CORPORATION CONVEYING SUBJECT PROPERTY.

NOTE: AS TO THE OWNER'S POLICY, ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

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

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** ABN70509218-4

**The following are the requirements to be complied with:**

RESULTING FROM WORK OR MATERIAL FURNISHED AT THE REQUEST OF THORNTON 40 LLC, A COLORADO LIMITED LIABILITY COMPANY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF TC DENVER DEVELOPMENT, INC., A DELAWARE CORPORATION.

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

NOTE: UPON PROOF OF PAYMENT OF 2015 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2016 AND SUBSEQUENT YEARS.

ITEM NO. 7 OF THE STANDARD EXCEPTIONS IS HEREBY DELETED.

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

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70509218-4

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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.

NOTE: THE ABOVE EXCEPTION WILL BE DELETED FROM THE OWNER'S POLICY TO BE ISSUED UPON RECEIPT OF A SELLER'S FINAL LIEN AFFIDAVIT DISCLOSING NO LEASES AND/OR TENANCIES.

9. RESERVATION OF THE RIGHT TO MAINTAIN AND OPERATE ITS RAILROAD AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION, MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED AUGUST 19, 1901 IN BOOK 1397 AT PAGE [593](#).
10. OIL AND GAS LEASE BETWEEN CARL NOE AND PETROGULF ENERGY COMPANY, FOR A PRIMARY TERM OF TWO (2) YEARS, DATED MAY 20, 1982, AND RECORDED MAY 24, 1982 IN BOOK 2646 AT PAGE [672](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE BY PRODUCTION RECORDED DECEMBER 26, 2000 UNDER RECEPTION NO. [C0744924](#).

11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF INTERGOVERNMENTAL AGREEMENT RECORDED APRIL 18, 1986 IN BOOK 3134 AT PAGE [196](#).
12. GRANT OF EASEMENT AND RIGHT OF WAY FOR A NATURAL GAS PIPELINE AND ALL OTHER PURPOSES NECESSARY OR DESIRABLE IN CONNECTION WITH THE TRANSPORTATION OF OIL, GAS AND OTHER HYDROCARBONS AS GRANTED TO MARTIN EXPLORATION MANAGEMENT BY INSTRUMENT RECORDED NOVEMBER 24, 1986 IN BOOK 3235 AT PAGE [478](#).

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** ABN70509218-4

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

NOTE: SAID PIPELINE EASEMENT DEPICTED ON ALTA/NSPS LAND TITLE SURVEY PREPARED BY AZTEC CONSULTANTS, INC. DATED AUGUST 30, 2016 AS JOB NO. 96416-03.

13. THE EFFECT OF EXCLUSION OF SUBJECT PROPERTY FROM THE WEST ADAMS COUNTY FIRE PROTECTION DISTRICT IN INSTRUMENT, RECORDED MAY 09, 1991, IN BOOK 3776 AT PAGE [297](#).
14. COVENANTS AND AGREEMENTS CONTAINED IN SPECIAL WARRANTY DEED FROM THORNTON 40 LLC TO THE CITY OF WESTMINSTER RECORDED SEPTEMBER 5, 2008 UNDER RECEPTION NO. [2008000071574](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DRY-UP COVENANT RECORDED OCTOBER 17, 2008 UNDER RECEPTION NO. [2008000082783](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ACCESS DEED RECORDED MARCH 31, 2016 UNDER RECEPTION NO. [2016000024033](#).

NOTE: SAID ACCESS DEED DEPICTED ON ALTA/NSPS LAND TITLE SURVEY PREPARED BY AZTEC CONSULTANTS, INC. DATED AUGUST 30, 2016 AS JOB NO. 96416-03.

17. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. [2016008175](#).
18. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 13, 2016 UNDER RECEPTION NO. [2016000055794](#).
19. UTILITY EASEMENT AS GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO IN INSTRUMENT RECORDED MARCH 2, 1942, IN BOOK 277 AT PAGE [134](#).

NOTE: SAID EASEMENT DEPICTED ON ALTA/NSPS LAND TITLE SURVEY PREPARED BY AZTEC CONSULTANTS, INC. DATED AUGUST 30, 2016 AS JOB NO. 96416-03.

20. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED AUGUST 30, 2016 PREPARED BY AZTEC CONSULTANTS, INC., JOB #96416-03 SAID DOCUMENT STORED AS OUR ESI [29229923](#)
  - A. FENCE LINES DO NOT COINCIDE WITH PROPERTY LINES
  - B. NORTHEAST CORNER OF PUMP HOUSE ENCROACHES ONTO SAID PROPERTY
  - C. GRAVEL ROAD TRAVERSES SAID PROPERTY FROM THE SOUTH
  - D. OVERHEAD ELECTRICAL LINES TRAVERSE SAID PROPERTY WITHOUT BENEFIT OF AN EASEMENT
  - E. GAS LINE TRAVERSES SAID PROPERTY WITHOUT BENEFIT OF AN EASEMENT





**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
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 and Meridian Land Title, LLC, as agents 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**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**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 to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

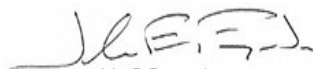
#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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

  
John E. Freyer, Jr.  
President



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

  
Mark Billbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary



Customer Distribution

**Our Order Number:** ABN70527862-2

**Date:** 03-10-2017

**Property Address:** VACANT LAND N/A

---

**For Closing Assistance**

Colin Snody  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6234 (phone)  
303-393-3806 (fax)  
csnody@ltgc.com  
Company License: CO44565  
Contact License: CO271428

**Closer's Assistant**

Whitney Lewis  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-331-6249 (phone)  
303-393-4912 (fax)  
wlewis@ltgc.com

**For Title Assistance**

BILL BRENDemuHL, ESQ.  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4195 (phone)  
303-393-4842 (fax)  
bbrendemuhl@ltgc.com

---

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

TRAMMELL CROW COMPANY  
Attention: TAYLOR NELSON  
1225 17TH STREET #3050  
DENVER, CO 80202  
303-220-0900 (work)  
303-695-1866 (work fax)  
tnelson@trammellcrow.com  
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: ANDREW L. MEYERS  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1100 (work)  
ameyers@bhfs.com  
Delivered via: Electronic Mail

THE FARMERS RESERVOIR AND IRRIGATION COMPANY, A  
COLORADO NON-PROFIT CORPORATION  
Delivered via: Delivered by Realtor

LAND TITLE GUARANTEE COMPANY  
Attention: SHERRI GOLDSTEIN  
3033 E 1ST AVE #600  
DENVER, CO 80206  
303-321-1880 (work)  
303-322-7603 (work fax)  
sgoldstein@ltgc.com  
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: BLAIR LICHTENFELS  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1100 (work)  
303-223-1111 (work fax)  
blichtenfels@bhfs.com  
Delivered via: Electronic Mail

BROWNSTEIN HYATT FARBER & SCHRECK PC  
Attention: JULIE GRAHAM  
410 17TH ST 22ND FL  
DENVER, CO 80202  
303-223-1305 (phone)  
303-223-1100 (work)  
303-223-0305 (work fax)  
jgraham@bhfs.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABN70527862-2

Date: 03-10-2017

Property Address: VACANT LAND N/A

Buyer/Borrower: TC DENVER DEVELOPMENT, INC., A DELAWARE CORPORATION

Seller: THE FARMERS RESERVOIR AND IRRIGATION COMPANY, A COLORADO NON-PROFIT CORPORATION

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
ALTA Owners Policy 06-17-06	To Be Determined
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	To Be Determined
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABN70527862-2

Customer Ref-Loan No.:

**Property Address:**

VACANT LAND N/A

**1. Effective Date:**

03-06-2017 At 05:00:00

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

"ALTA" Owner's Policy 06-17-06 To Be Determined  
Proposed Insured:  
TC DENVER DEVELOPMENT, INC., A DELAWARE  
CORPORATION

**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:**

THE FARMERS RESERVOIR AND IRRIGATION COMPANY, A COLORADO NON-PROFIT  
CORPORATION

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

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED RECORDED DECEMBER 11, 1914 IN BOOK 73, AT PAGE 86 RECORDED IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER OF ADAMS COUNTY, COLORADO, ONLY TO THE EXTENT LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 15;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, NORTH 89°52'32" WEST, A DISTANCE OF 1,715.81 FEET TO THE EASTERLY BOUNDARY OF SAID QUIT CLAIM DEED AND THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING THIRTEEN (13) COURSES:

1. SOUTH 33°36'27" EAST, 158.45 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 445.00 FEET;

2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°10'46", AN ARC LENGTH OF 156.73 FEET;

3. TANGENT TO SAID CURVE, SOUTH 13°25'41" EAST, 273.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 355.00 FEET;

4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°03'36", AN ARC LENGTH OF 56.14 FEET;

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABN70527862-2

Customer Ref-Loan No.:

5. TANGENT TO SAID CURVE, SOUTH 22°29'17" EAST, A DISTANCE OF 549.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 345.00 FEET;

6. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°48'59", AN ARC LENGTH OF 107.28 FEET;

7. TANGENT TO SAID CURVE, SOUTH 04°40'18" EAST, A DISTANCE OF 376.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 395.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°19'52" WEST;

8. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°32'05", AN ARC LENGTH OF 203.61 FEET;

9. NON-TANGENT TO SAID CURVE, SOUTH 24°51'47" WEST, A DISTANCE OF 158.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 205.00 FEET;

10. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°43'31", AN ARC LENGTH OF 160.02 FEET;

11. TANGENT TO SAID CURVE, SOUTH 19°51'44" EAST, A DISTANCE OF 89.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 320.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 70°08'15" WEST;

12. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°01'40", AN ARC LENGTH OF 301.75 FEET;

13. NON-TANGENT TO SAID CURVE, SOUTH 34°08'45" WEST, A DISTANCE OF 142.81 FEET TO THE NORTHERLY RIGHT-OF-WAY OF 144TH AVENUE AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MARCH 17, 2006 AT RECEPTION NO. [2006000274570](#);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTH 84°35'46" WEST, A DISTANCE OF 108.56 FEET TO THE WESTERLY BOUNDARY OF SAID QUIT CLAIM DEED;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY ALONG SAID WESTERLY BOUNDARY, THE FOLLOWING THIRTEEN (13) COURSES:

1. NORTH 34°11'59" EAST, A DISTANCE OF 195.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 225.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 55°50'05" WEST;

2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°01'40", AN ARC LENGTH OF 212.17 FEET;

3. NON-TANGENT TO SAID CURVE, NORTH 19°51'44" WEST, A DISTANCE OF 89.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 300.00 FEET;

4. THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°43'31", AN ARC LENGTH OF 234.18 FEET;

5. TANGENT TO SAID CURVE, NORTH 24°51'47" EAST, A DISTANCE OF 158.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 300.00 FEET, THE RADIUS

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number: ABN70527862-2**

**Customer Ref-Loan No.:**

POINT OF SAID CURVE BEARS NORTH 65°08'01" WEST;

6. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°32'03", AN ARC LENGTH OF 154.64 FEET;

7. NON-TANGENT TO SAID CURVE, NORTH 04°40'18" WEST, A DISTANCE OF 376.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 250.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°19'30" WEST;

8. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°48'59", AN ARC LENGTH OF 77.74 FEET;

9. NON-TANGENT TO SAID CURVE, NORTH 22°29'17" WEST, A DISTANCE OF 549.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 450.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 67°30'42" EAST;

10. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°03'36", AN ARC LENGTH OF 71.16 FEET;

11. NON-TANGENT TO SAID CURVE, NORTH 13°25'41" WEST, A DISTANCE OF 273.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 350.00 FEET;

12. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°10'46", AN ARC LENGTH OF 123.27 FEET;

13. TANGENT TO SAID CURVE, NORTH 33°36'27" WEST, A DISTANCE OF 221.88 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 15;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 89°52'32" EAST, A DISTANCE OF 114.23 FEET TO THE POINT OF BEGINNING.

DANIEL E DAVIS, PLS #38256  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-327-7488

Copyright 2006-2017 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-1**

**(Requirements)**

**Order Number:** ABN70527862-2

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. CERTIFIED COPY OF RESOLUTION OF THE GOVERNING BOARD OF THE THE FARMERS RESERVOIR AND IRRIGATION COMPANY (AUTHORIZING THE SALE OF THE SUBJECT PROPERTY AND THE EXECUTION OF NECESSARY DOCUMENTS) AND RECITING THAT THE BOARD HAS BEEN DULY AUTHORIZED IN THE PREMISES BY THE CORPORATION. SAID RESOLUTION MUST BE PROPERLY CERTIFIED BY AN OFFICER OF THE CORPORATION. SAID RESOLUTION MUST BE SUBMITTED TO AND APPROVED BY LAND TITLE GUARANTEE COMPANY BUT NEED NOT BE RECORDED.
2. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A COPY OF THE BYLAWS OF THE FARMERS RESERVOIR AND IRRIGATION COMPANY. SAID BYLAWS MUST CONTAIN A PROVISION FOR A RESOLUTION TO CONVEY, ENCUMBER AND/OR EXECUTE INDEMNITIES REGARDING REAL PROPERTY.
3. WARRANTY DEED FROM THE FARMERS RESERVOIR AND IRRIGATION COMPANY, A COLORADO NON-PROFIT CORPORATION TO TC DENVER DEVELOPMENT, INC., A DELAWARE CORPORATION CONVEYING SUBJECT PROPERTY.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABN70527862-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

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. RESERVATION OF THE RIGHT TO MAINTAIN AND OPERATE ITS RAILROAD AND TO MAKE ANY CHANGE IN THE FORM OF CONSTRUCTION OR METHOD OF OPERATION, MADE BY THE UNION PACIFIC RAILWAY COMPANY IN DEED RECORDED AUGUST 19, 1901 IN BOOK 1397 AT PAGE [593](#).
10. OIL AND GAS LEASE BETWEEN CARL NOE AND PETROGULF ENERGY COMPANY, FOR A PRIMARY TERM OF TWO (2) YEARS, DATED MAY 20, 1982, AND RECORDED MAY 24, 1982 IN BOOK 2646 AT PAGE [672](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE BY PRODUCTION RECORDED DECEMBER 26, 2000 UNDER RECEPTION NO. [C0744924](#).

(AFFECTS NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15)

11. OIL AND GAS LEASE BETWEEN FARMERS RESERVOIR AND IRRIGATION COMPANY AND MAZE EXPLORATION INC., RECORDED FEBRUARY 07, 1986 IN BOOK 3107 AT PAGE [893](#), AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE BY PRODUCTION RECORDED MARCH 9, 1988 IN BOOK 3423 AT PAGE [654](#).

NOTE: RATIFICATION RECORDED JULY 19, 1990 IN BOOK 3693 AT PAGE [526](#).

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** ABN70527862-2

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF INTERGOVERNMENTAL AGREEMENT RECORDED APRIL 18, 1986 IN BOOK 3134 AT PAGE [196](#).
13. GRANT OF EASEMENT AND RIGHT OF WAY FOR A NATURAL GAS PIPELINE AND ALL OTHER PURPOSES NECESSARY OR DESIRABLE IN CONNECTION WITH THE TRANSPORTATION OF OIL, GAS AND OTHER HYDROCARBONS AS GRANTED TO MARTIN EXPLORATION MANAGEMENT BY INSTRUMENT RECORDED NOVEMBER 24, 1986 IN BOOK 3235 AT PAGE [478](#).
14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTHGLENN AND THE FARMERS RESERVOIR AND IRRIGATION COMPANY RECORDED SEPTEMBER 05, 1989 IN BOOK 3598 AT PAGE [575](#).
15. THE EFFECT OF EXCLUSION OF SUBJECT PROPERTY FROM THE WEST ADAMS COUNTY FIRE PROTECTION DISTRICT IN INSTRUMENT, RECORDED MAY 09, 1991, IN BOOK 3776 AT PAGE [297](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RIGHT OF WAY EASEMENT AND LICENSE RECORDED SEPTEMBER 13, 2000 UNDER RECEPTION NO. [C0710640](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF DENVER, ACTING BY AND THROUGH ITS BOARD OF WATER COMMISSIONERS AND THE FARMERS RESERVOIR AND IRRIGATION COMPANY, THE BURLINGTON DITCH RESERVOIR AND LAND COMPANY AND THE HENRYLYNN IRRIGATION DISTRICT RECORDED JANUARY 14, 2002 UNDER RECEPTION NO. [C0912858](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT BY AND BETWEEN THE FARMERS RESERVOIR AND IRRIGATION COMPANY AND THE EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT RECORDED DECEMBER 19, 2003 UNDER RECEPTION NO. [3137268](#) (WELD COUNTY RECORDS).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NON-EXCLUSIVE RIGHT OF WAY EASEMENT RECORDED MARCH 15, 2006 UNDER RECEPTION NO. [20060315000264500](#).
20. COVENANTS AND AGREEMENTS CONTAINED IN SPECIAL WARRANTY DEED FROM THORNTON 40 LLC TO THE CITY OF WESTMINSTER RECORDED SEPTEMBER 5, 2008 UNDER RECEPTION NO. [2008000071574](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DRY-UP COVENANT RECORDED OCTOBER 17, 2008 UNDER RECEPTION NO. [2008000082783](#).
22. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 12, 2016 UNDER RECEPTION NO. [2016008175](#) (BROOMFIELD COUNTY RECORDS).
23. REQUEST FOR NOTIFICATION OF SURFACE DEVELOPMENT AS EVIDENCED BY INSTRUMENT RECORDED JULY 13, 2016 UNDER RECEPTION NO. [2016000055794](#).



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
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 and Meridian Land Title, LLC, as agents 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**

**LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION**

**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 to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company 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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary