



## Customer Distribution



**Prevent fraud** - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **RND70824294-4**

Date: **05/10/2024**

Property Address: **9395 CROWN CREST BLVD, VACANT GROUND, 9350 CROWN CREST BLVD, 9397 CROWN CREST BLVD RESPECTIVELY, PARKER, CO 80138**

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### For Closing Assistance

### For Title Assistance

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

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### Attorney for Seller

KUTAK ROCK LLP  
Attention: KATIE J. CRANE  
2001 16TH STREET, SUITE 1800  
DENVER, CO 80202  
(303) 292-7834 (Work)  
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## Estimate of Title Fees

**Order Number:** RND70824294-4

**Date:** 05/10/2024

**Property Address:** 9395 CROWN CREST BLVD, VACANT GROUND, 9350 CROWN CREST BLVD, 9397 CROWN CREST BLVD RESPECTIVELY, PARKER, CO 80138

**Seller(s):** PORTERCARE ADVENTIST HEALTH SYSTEM, A COLORADO NON-PROFIT CORPORATION

**Buyer(s):** A BUYER TO BE DETERMINED

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit [ltgc.com](http://ltgc.com) to learn more about Land Title.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$706.00
TBD - TBD Income	\$-706.00
<b>TOTAL</b>	<b>\$0.00</b>

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

**Chain of Title Documents:**

[Douglas county recorded 06/06/2018 under reception no. 2018033880](#)

[Douglas county recorded 01/15/2010 under reception no. 2010002775](#)

[Douglas county recorded 09/10/2001 at book 2126 page 1265](#)

[Douglas county recorded 10/20/2006 under reception no. 2006090842](#)

[Douglas county recorded 08/31/2011 under reception no. 2011052847](#)

Plat Map(s):

[Douglas county recorded 08/16/2018 under reception no. 2018049635](#)

[Douglas county recorded 11/01/2018 under reception no. 2018066809](#)

[Douglas county recorded 04/13/2022 under reception no. 2022026599](#)

[Douglas county recorded 11/22/2006 under reception no. 100118](#)

[Douglas county recorded 01/18/2006 under reception no. 2006005135](#)

[Douglas county recorded 10/08/2009 under reception no. 2009078269](#)

[Douglas county recorded 10/08/2009 under reception no. 2009078270](#)

[Douglas county recorded 09/30/2011 under reception no. 2011052557](#)

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

Order Number: RND70824294-4

**Property Address:**

9395 CROWN CREST BLVD, VACANT GROUND, 9350 CROWN CREST BLVD, 9397 CROWN CREST BLVD  
RESPECTIVELY, PARKER, CO 80138

**1. Effective Date:**

05/03/2024 at 5:00 P.M.

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

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

FEE SIMPLE

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

PORTERCARE ADVENTIST HEALTH SYSTEM, A COLORADO NON-PROFIT CORPORATION

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

PARCEL A:

LOT 1, CROWN POINT F#1, AMENDMENT 30, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 2018 UNDER RECEPTION NO. [2018049635](#) AND PLAT CORRECTION CERTIFICATE RECORDED NOVEMBER 1, 2018 UNDER RECEPTION NO. [2018066809](#), COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:

TRACT A, CROWN POINT F#1, AMENDMENT 30, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 16, 2018 UNDER RECEPTION NO. [2018049635](#) AND PLAT CORRECTION CERTIFICATE RECORDED NOVEMBER 1, 2018 UNDER RECEPTION NO. [2018066809](#), COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL C:

LOT 1, CROWN POINT F#1, 12TH AMENDMENT, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL D:

LOT 1, CROWN POINT F#1, 9TH AMENDMENT, COUNTY OF DOUGLAS, STATE OF COLORADO.

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**AMERICAN  
LAND TITLE  
ASSOCIATION**



**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** RND70824294-4

**All of the following Requirements must be met:**

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

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

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

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

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.**

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

Order Number: RND70824294-4

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**  
(AFFECTS ALL PARCELS)
- 9. RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED DECEMBER 19, 1905 IN BOOK 12 AT PAGE [272](#).**  
(AFFECTS ALL PARCELS)
- 10. RESERVATION BY THE FEDERAL LAND BANK OF WICHITA OF AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER MINERALS AND MINERAL RIGHTS IN, UPON AND UNDER SAID REAL ESTATE, TOGETHER WITH THE FULL AND FREE RIGHT TO ENTER UPON SAID PREMISES AND USE SO MUCH OF THE SURFACE AS MAY BE REASONABLY NECESSARY FOR OPERATING, DRILLING AND MARKETING THE PRODUCTION THEREOF AS EVIDENCED IN DEED RECORDED NOVEMBER 19, 1942 IN BOOK 96 AT PAGE [212](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.**  
(AFFECTS ALL PARCELS)
- 11. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE COTTONWOOD WATER AND SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED MAY 19, 1987, IN BOOK 721 AT PAGE [826](#).**

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

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NOTE: WATER AND SEWER SERVICE AGREEMENT DATED NOVEMBER 28, 1988 AS EVIDENCED BY MEMORANDUM OF AGREEMENT RECORDED OCTOBER 16, 1989 IN BOOK 877 AT PAGE [415](#) ESTABLISHES A PERPETUAL LIEN FOR WATER AND SEWER TAP FEES.

NOTICE OF COTTONWOOD WATER AND SANITATION DISTRICT RULES AND REGULATIONS RECORDED JANUARY 28, 1994 IN BOOK 1177 AT PAGE [899](#).

(AFFECTS ALL PARCELS)

12. ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE CHERRY CREEK BASIN AUTHORITY, AS EVIDENCED BY INSTRUMENT RECORDED MAY 06, 1988, IN BOOK 790 AT PAGE [718](#).

ALL PARCELS

13. CERTIFICATE OF ORGANIZATION FOR THE E-470 PUBLIC HIGHWAY AUTHORITY RECORDED MAY 12, 1988 IN BOOK 792 AT PAGE [3](#).

(AFFECTS ALL PARCELS)

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #R-989-045 OF THE DOUGLAS COUNTY BOARD OF COMMISSIONERS FOR MATTERS OF STATE INTEREST REGULATIONS WAIVER FOR THE CROWN POINT DEVELOPMENT RECORDED AUGUST 03, 1989 IN BOOK 866 AT PAGE [802](#).

(AFFECTS ALL PARCELS)

15. ORDINANCE #2.71, SERIES OF 1989, APPROVING AND ACCOMPLISHING THE ANNEXATION OF THE CROWN POINT CENTER, LTD. RECORDED JANUARY 11, 1990 IN BOOK 892 AT PAGE [1007](#) AND RE-RECORDED JULY 6, 1998 IN BOOK 1569 AT PAGE [1821](#).

(AFFECTS ALL PARCELS)

16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CROWN POINT CENTER DEVELOPMENT GUIDE AND FIRST AMENDED DEVELOPMENT GUIDE RECORDED JANUARY 11, 1990 IN BOOK 892 AT PAGE [1016](#) AND SECOND AMENDMENT RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1089](#).

CROWN POINT DEVELOPMENT PLAN 2001 AMENDMENT RECORDED SEPTEMBER 10, 2001 UNDER RECEPTION NO. [83113](#).

ORDINANCE NO. 3.74.1, SERIES OF 2013 RECORDED JUNE 14, 2013 UNDER RECEPTION NO. [2013046212](#)

ORDINANCE NO. 3.74.2, SERIES OF 2014 RECORDED AUGUST 5, 2014 UNDER RECEPTION NO. [2014043635](#).

(AFFECTS ALL PARCELS)

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CROWN POINT CENTER, LTD. ANNEXATION AGREEMENT RECORDED JANUARY 11, 1990 IN BOOK 892 AT PAGE [1072](#).

(AFFECTS ALL PARCELS)

18. RULES AND REGULATIONS OF THE COTTONWOOD WATER AND SANITATION DISTRICT AS EVIDENCED BY NOTICE RECORDED JANUARY 28, 1994 IN BOOK 1177 AT PAGE [899](#).

(AFFECTS PARCELS A AND B)

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

**Order Number:** RND70824294-4

19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY EASEMENT AGREEMENT RECORDED AUGUST 08, 2000 IN BOOK 1880 AT PAGE [166](#) AS AMENDED BY FIRST AMENDMENT TO TEMPORARY EASEMENT AGREEMENT RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1136](#) AND SECOND AMENDMENT TO TEMPORARY EASEMENT AGREEMENT RECORDED JULY 31, 2003 UNDER RECEPTION NO. [2003114955](#) AND THIRD AMENDMENT TO TEMPORARY EASEMENT AGREEMENT RECORDED DECEMBER 1, 2006 UNDER RECEPTION NO. [2006103439](#).

(AFFECTS PARCELS A AND B)

20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT RECORDED OCTOBER 17, 2000 UNDER RECEPTION NO. [73633](#), EXCEPT THOSE EASEMENTS VACATED BY THE PLAT OF CROWN POINT F#1, 4TH AMENDMENT RECORDED OCTOBER 9, 2001 UNDER RECEPTION NO. [83111](#).

NOTE: RELEASE OF PLAT RESTRICTION RECORDED OCTOBER 17, 2000 IN BOOK 1908 AT PAGE [1912](#).

(AFFECTS PARCELS A AND B)

21. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN PROTECTIVE COVENANTS FOR CROWN POINT CENTER RECORDED OCTOBER 17, 2000, IN BOOK 1908 AT PAGE [1913](#).

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS RECORDED OCTOBER 17, 2000 IN BOOK 1908 AT PAGE [2090](#).

ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED APRIL 6, 2004 UNDER RECEPTION NO. [2004034257](#).

(AFFECTS ALL PARCELS)

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS RECORDED OCTOBER 17, 2000 IN BOOK 1908 AT PAGE [2090](#).

(AFFECTS PARCELS A AND B)

23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT RECORDED OCTOBER 17, 2000 IN BOOK 1908 AT PAGE [1989](#) AND FIRST AMENDMENT RECORDED NOVEMBER 1, 2002 UNDER RECEPTION NO. [2002115911](#).

(AFFECTS PARCELS A AND B)

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

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24. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN CROWN POINT CENTER DECLARATION RECORDED OCTOBER 17, 2000, IN BOOK 1908 AT PAGE [2019](#) AND FIRST SUPPLEMENT AND AMENDMENT RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1239](#) AND SECOND SUPPLEMENT AND AMENDMENT RECORDED JANUARY 3, 2003 UNDER RECEPTION NO. [2003000934](#) AND FOURTH SUPPLEMENT AND AMENDMENT RECORDED APRIL 6, 2004 UNDER RECEPTION NO. [2004034258](#).  
  
DESIGNATION OF COMMON ELEMENTS RECORDED FEBRUARY 25, 2003 UNDER RECEPTION NO. [2003023639](#).  
  
TERMS, CONDITIONS AND PROVISIONS OF DECLARATION RECORDED DECEMBER 7, 2012 UNDER RECEPTION NO. [2012094232](#).  
  
(AFFECTS PARCELS A AND B)
25. EASEMENT GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR ELECTRIC AND/OR TRANSMISSION LINE OR SYSTEM, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 22, 2001, IN BOOK 2114 AT PAGE [838](#).  
  
(AFFECTS PARCELS A AND B)
26. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, 4TH AMENDMENT RECORDED OCTOBER 9, 2001 UNDER RECEPTION NO. [83111](#).  
  
(AFFECTS PARCELS A AND B)
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT CROWN POINT FILING 1, 4TH AMENDMENT RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1152](#) AND 1ST AMENDMENT (PHASE A) RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1166](#) AND 1ST AMENDMENT (PHASE B) RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1196](#) AND SECOND AMENDMENT (PHASE A) RECORDED JUNE 5, 2003 UNDER RECEPTION NO. [2003084440](#) AND SECOND AMENDMENT (PHASE B) RECORDED JUNE 5, 2003 UNDER RECEPTION NO. [2003084441](#) AND THIRD AMENDMENT (PHASE A) RECORDED NOVEMBER 28, 2006 UNDER RECEPTION NO. [2006101083](#).  
  
(AFFECTS PARCELS A AND B)
28. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANTS (RESTRICTING PROPERTY TO MEDICAL FACILITY USES) RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1245](#).  
  
(AFFECTS PARCELS A AND B)
29. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING HOSPITAL RESTRICTIONS RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1258](#).

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

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(AFFECTS PARCELS A AND B)

30. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN RESTRICTIVE COVENANTS AGREEMENT (TRACTS E AND G OF CROWN POINT) RECORDED SEPTEMBER 10, 2001, IN BOOK 2126 AT PAGE [1272](#).

(AFFECTS PARCELS A AND B)

31. EASEMENT GRANTED TO TOWN OF PARKER, FOR UNDERGROUND DRAINAGE AND STORM DRAINAGE FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED SEPTEMBER 10, 2001, IN BOOK 2126 AT PAGE [1282](#).

(AFFECTS PARCELS A AND B)

32. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CROWN POINT DEVELOPMENT PLAN 2001 AMENDMENT RECORDED SEPTEMBER 10, 2001 UNDER RECEPTION NO. [83113](#).

(AFFECTS PARCELS A AND B)

33. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN COTTONWOOD DRIVE PARTICIPATION AGREEMENT RECORDED MARCH 09, 2002 IN BOOK 2297 AT PAGE [442](#).

(AFFECTS ALL PARCELS)

34. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT RECORDED MAY 24, 2002 IN BOOK 2335 AT PAGE [371](#).

(AFFECTS PARCELS A AND B)

35. EASEMENT GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 04, 2002, UNDER RECEPTION NO. [2002117175](#).

(AFFECTS PARCELS A AND B)

36. LEASE DATED MAY 19, 2003 BY AND BETWEEN PORTERCARE ADVENTIST HEALTH SYSTEM, A COLORADO NON-PROFIT CORPORATION, LESSOR, AND PARKER MOB OWNERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, AS EVIDENCED BY SHORT FORM OF LEASE RECORDED OCTOBER 20, 2003 UNDER RECEPTION NO. [2003152275](#).

(AFFECTS PARCELS A AND B)

37. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF RECIPROCAL ACCESS, PARTY WALL AND MAINTENANCE AGREEMENT RECORDED OCTOBER 20, 2003 UNDER RECEPTION NO. [2003152276](#).

(AFFECTS PARCELS A AND B)

38. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF EASEMENT AGREEMENT RECORDED OCTOBER 20, 2003 UNDER RECEPTION NO. [2003152277](#) AND FIRST AMENDMENT RECORDED NOVEMBER 4, 2008 UNDER RECEPTION NO. [2008074231](#).

(AFFECTS PARCELS A AND B)

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

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39. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, 10TH AMENDMENT RECORDED OCTOBER 20, 2006 UNDER RECEPTION NO. [2006090842](#), EXCEPT THOSE EASEMENTS VACATED BY PLAT OF CROWN POINT F#1, 17TH AMENDMENT RECORDED JANUARY 9, 2009 UNDER RECEPTION NO. [2009001423](#).  
(AFFECTS PARCELS A AND B)
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT CROWN POINT FILING NO. 1, 10TH AMENDMENT RECORDED OCTOBER 20, 2006 UNDER RECEPTION NO. [2006090843](#).  
(AFFECTS PARCELS A AND B)
41. THOSE MINERAL INTERESTS, IF ANY, CONVEYED TO ACEE BCEE, A WYOMING CORPORATION BY DEED RECORDED NOVEMBER 22, 2006 UNDER RECEPTION NO. [2006100278](#).  
(AFFECTS ALL PARCELS)
42. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AGREEMENT RECORDED JUNE 06, 2008 UNDER RECEPTION NO. [2008040612](#).  
(AFFECTS PARCELS A AND B)
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR LANDSCAPE IMPROVEMENTS RECORDED OCTOBER 10, 2008 UNDER RECEPTION NO. [2008069280](#).  
(AFFECTS PARCELS A AND B)
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RELEASE AND AMENDMENT OF CERTAIN RECORDED DOCUMENTS RECORDED NOVEMBER 04, 2008 UNDER RECEPTION NO. [2008074230](#).  
(AFFECTS PARCELS A AND B)
45. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF EASEMENT AGREEMENT RECORDED NOVEMBER 04, 2008 UNDER RECEPTION NO. [2008074233](#).  
(AFFECTS PARCELS A AND B)
46. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION REGARDING PEDESTRIAN SKYBRIDGE RECORDED NOVEMBER 04, 2008 UNDER RECEPTION NO. [2008074234](#).  
(AFFECTS PARCEL A AND B)
47. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, 17TH AMENDMENT RECORDED JANUARY 9, 2009 UNDER RECEPTION NO. [2009001423](#).  
(AFFECTS PARCELS A AND B)
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF RIGHT OF FIRST REFUSAL RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1277](#), AS AMENDED BY RELEASE AND AMENDMENT OF CERTAIN RECORDED DOCUMENTS RECORDED NOVEMBER 4, 2008 UNDER RECEPTION NO. [2008074230](#).

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ACKNOWLEDGMENT OF PARTIAL WAIVER CONCERNING MEMORANDUM OF RIGHT OF FIRST REFUSAL RECORDED MARCH 25, 2004 UNDER RECEPTION NO. [2004029514](#).

(AFFECTS PARCELS A AND B)

49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR THE RECONFIGURATION OF THE DETENTION/WATER QUALITY POND WITHIN TRACT A OF CROWN POINT FILING NO. 1, 17TH AMENDMENT RECORDED SEPTEMBER 17, 2009 UNDER RECEPTION NO. [2009073086](#).

(AFFECTS PARCELS A AND B)

50. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, 18TH AMENDMENT RECORDED MARCH 25, 2010 UNDER RECEPTION NO. [2010018462](#).

(AFFECTS PARCELS A AND B)

51. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 25, 2010, UNDER RECEPTION NO. [2010031659](#).

(AFFECTS PARCEL A)

52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 3.74.1, SERIES 2013 RECORDED JUNE 04, 2013 UNDER RECEPTION NO. [2013046212](#).

PARCELS A AND B

53. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 3.74.2, SERIES 2014 RECORDED AUGUST 05, 2014 UNDER RECEPTION NO. [2014043635](#).

(AFFECTS PARCELS A AND B)

54. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 1.445, SERIES OF 2014 RECORDED NOVEMBER 20, 2014 UNDER RECEPTION NO. [2014067711](#).

(AFFECTS PARCELS A AND B)

55. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AGREEMENT RECORDED AUGUST 06, 2015 UNDER RECEPTION NO. [2015056048](#).

(AFFECTS PARCELS A AND B)

56. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT (GRANT OF EASEMENT TO COTTONWOOD WATER AND SANITATION DISTRICT) RECORDED APRIL 05, 2016 UNDER RECEPTION NO. [2016020198](#).

(AFFECTS PARCELS A AND B)

57. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED AUGUST 17, 2016 UNDER RECEPTION NO. [2016055588](#).

(AFFECTS PARCELS A, B AND D)

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

Order Number: [RND70824294-4](#)

58. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DEED RECORDED OCTOBER 17, 2000, IN BOOK 1908 AT PAGE [1945](#).

NOTE: PARTIAL RELEASE OF RESTRICTIVE COVENANTS RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1227](#).

(AFFECTS PARCELS A AND B)

59. EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED OCTOBER 07, 2008, UNDER RECEPTION NO. [2008068119](#).

(AFFECTS PARCELS A AND B)

60. OIL AND GAS LEASE BETWEEN U.S. AGBANK, FCB FKA FARM CREDIT BANK OIF WICHITA, LESSOR, AND CENOTE RESOURCES, LESSEE, RECORDED JANUARY 14, 2011 UNDER RECEPTION NO. [2011003819](#) 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.

(AFFECTS PARCELS A AND B)

61. EASEMENT GRANTED TO INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION, FOR UTILITY LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED NOVEMBER 04, 2002, UNDER RECEPTION NO. [2002117175](#).

(AFFECTS PARCELS A AND B)

62. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION AGREEMENT RECORDED AUGUST 16, 2018 UNDER RECEPTION NO. [2018049628](#) AND FIRST AMENDMENT RECORDED APRIL 13, 2022 UNDER RECEPTION NO. [2022026600](#).

(AFFECTS PARCELS A AND B)

63. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, 26TH AMENDMENT RECORDED AUGUST 16, 2018 UNDER RECEPTION NO. [2018049635](#).

PLAT CORRECTION CERTIFICATE RENAMING SAID SUBDIVISION AS CROWN POINT FILING #1 AMENDMENT 28 RECORDED NOVEMBER 1, 2018 UNDER RECEPTION NO. [2018066809](#).

(AFFECTS PARCELS A AND B)

64. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT WITH COTTONWOOD WATER AND SANITATION DISTRICT RECORDED JANUARY 24, 2020 UNDER RECEPTION NO. [2020005290](#).

(AFFECTS PARCELS A AND B)

65. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS RECORDED MARCH 26, 2020 UNDER RECEPTION NO. [2020022266](#).

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number:** RND70824294-4

(AFFECTS PARCELS A AND B)

66. EASEMENT GRANTED TO THE TOWN OF PARKER, FOR DRAINAGE PIPE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 10, 2020, UNDER RECEPTION NO. [2020073001](#).

(AFFECTS PARCEL A)

67. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, AMENDMENT 30 RECORDED APRIL 13, 2022 UNDER RECEPTION NO. [2022026599](#).

(AFFECTS PARCELS A AND B)

68. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT ANNEXATION MAP RECORDED JANUARY 11, 1990 UNDER RECEPTION NO. [9001001](#).

(AFFECTS ALL PARCELS)

69. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY EASEMENT AGREEMENT RECORDED AUGUST 08, 2000 IN BOOK 1880 AT PAGE [166](#) AND FIRST AMENDMENT RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1136](#) AND SECOND AMENDMENT RECORDED JULY 31, 2003 UNDER RECEPTION NO. [2003114955](#) AND THIRD AMENDMENT RECORDED DECEMBER 1, 2006 UNDER RECEPTION NO. [2006103439](#).

(AFFECTS ALL PARCELS)

70. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT RECORDED OCTOBER 17, 2000 UNDER RECEPTION NO. [00073633](#).

(AFFECTS PARCEL C)

71. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN "DECLARATION OF RESTRICTIVE COVENANTS (RESTRICTING PROPERTY FROM HOSPITAL USES) RECORDED SEPTEMBER 10, 2001, IN BOOK 2126 AT PAGE [1251](#) AND RE-RECORDED NOVEMBER 19, 2001 IN BOOK 2184 AT PAGE [1724](#) AND FIRST SUPPLEMENT RECORDED JANUARY 3, 2003 UNDER RECEPTION NO. [2003000935](#) AND SECOND SUPPLEMENT RECORDED JULY 31, 2003 UNDER RECEPTION NO. [2003114949](#) AND THIRD SUPPLEMENT RECORDED SEPTEMBER 8, 2003 UNDER RECEPTION NO. [2003134049](#) AND FOURTH SUPPLEMENT RECORDED APRIL 6, 2004 UNDER RECEPTION NO. [2004034259](#).

(AFFECTS PARCELS C AND D)

72. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, 8TH AMENDMENT RECORDED JUNE 23, 2005 UNDER RECEPTION NO. [2005056860](#).

(AFFECTS C AND D)

73. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, 9TH AMENDMENT RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. [2005113942](#).

(AFFECTS PARCELS C AND D)

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

**Order Number:** RND70824294-4

74. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS EASEMENT AGREEMENTS AND UTILITY EASEMENTS RECORDED DECEMBER 20, 2005 UNDER RECEPTION NOS. [2005122077](#), [2005122078](#) AND [2005122079](#).  
(AFFECTS PARCEL C)
75. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TERMINATION OF EASEMENT AND GRANT OF RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENTS RECORDED OCTOBER 20, 2006 UNDER RECEPTION NOS. [2006091018](#) AND [2006091019](#).  
(AFFECTS PARCEL C)
76. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION OF RESTRICTIVE COVENANTS RECORDED NOVEMBER 15, 2006 UNDER RECEPTION NO. [2006098006](#).  
(AFFECTS PARCEL C)
77. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT F#1, 12TH AMENDMENT RECORDED NOVEMBER 22, 2006 UNDER RECEPTION NO. [2006100118](#).  
(AFFECTS PARCEL C)
78. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AGREEMENT RECORDED AUGUST 04, 2009 UNDER RECEPTION NO. [2009062503](#).  
(AFFECTS PARCEL C)
79. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED AUGUST 04, 2009 UNDER RECEPTION NO. [2009062504](#).  
(AFFECTS PARCEL C)
80. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AGREEMENT RECORDED SEPTEMBER 17, 2009 UNDER RECEPTION NO. [2009073093](#).  
(AFFECTS PARCEL C)
81. OIL AND GAS LEASE BETWEEN U.S. AGBANK, FCB F/K/A FARM CREDIT BANK OF WICHITA AND CENOTE' RESOURCES, RECORDED JANUARY 14, 2011 UNDER RECEPTION NO. [2011003819](#) 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.
82. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED JULY 27, 2011 UNDER RECEPTION NO. [2011045101](#).
83. "ALL MINERAL LANDS", NOT TO INCLUDE "COAL AND IRON LANDS", AS RESERVED UNTO THE UNITED STATES OF AMERICA IN PATENT RECORDED MARCH 18, 1897 IN BOOK 16 AT PAGE [115](#), AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.  
(AFFECTS ALL PARCELS)

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

**Order Number:** RND70824294-4

84. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CROWN POINT RECORDED OCTOBER 17, 2000 UNDER RECEPTION NO. [73633](#).  
(AFFECTS PARCEL D)
85. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY EASEMENT AGREEMENT RECORDED AUGUST 08, 2000 IN BOOK 1880 AT PAGE [166](#) AND FIRST AMENDMENT RECORDED SEPTEMBER 10, 2001 IN BOOK 2126 AT PAGE [1136](#) AND SECOND AMENDMENT RECORDED JULY 31, 2003 UNDER RECEPTION NO. [2003114955](#).  
(AFFECTS PARCEL D)
86. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TERMINATION OF EASEMENT AND GRANT OF RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED OCTOBER 20, 2006 UNDER RECEPTION NO. [2006091018](#).  
(AFFECTS PARCEL D)
87. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TERMINATION OF EASEMENTS AND GRANT OF RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT RECORDED OCTOBER 20, 2006 UNDER RECEPTION NO. [2006091019](#).  
(AFFECTS PARCEL D)
88. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED NOVEMBER 15, 2006 UNDER RECEPTION NO. [2006098009](#).  
(AFFECTS PARCEL D)
89. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF ACCESS AND UTILITY EASEMENTS RECORDED JULY 02, 2009 UNDER RECEPTION NO. [200905244](#).  
(AFFECTS PARCEL D)
90. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED JULY 02, 2009 UNDER RECEPTION NO. [2009052045](#).  
(AFFECTS PARCEL D)
91. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT RECORDED JULY 06, 2009 UNDER RECEPTION NO. [2009052985](#).  
(AFFECTS PARCEL D)
92. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRAINAGE EASEMENT AGREEMENT RECORDED JULY 02, 2009 UNDER RECEPTION NO. [2009058099](#).  
(AFFECTS PARCEL D)
93. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED JULY 27, 2011 UNDER RECEPTION NO. [2011045102](#).  
(AFFECTS PARCEL D)

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

**Order Number:** RND70824294-4

94. DEED OF TRUST DATED JANUARY 12, 2006, FROM CROWN POINT INVESTORS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY, COLORADO FOR THE USE OF HORIZON BANKS TO SECURE THE SUM OF \$7,780,000.00 RECORDED JANUARY 18, 2006, UNDER RECEPTION NO. [2006005136](#).

SAID DEED OF TRUST WAS ASSIGNED TO 360 CCENTENNIAL, LLC IN ASSIGNMENT RECORDED JULY 30, 2009, UNDER RECEPTION NO. [2009061263](#).

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED JANUARY 18, 2006, UNDER RECEPTION NO. [2006005137](#).

(AFFECTS PARCEL D)

95. DEED OF TRUST DATED NOVEMBER 07, 2006, FROM CROWN POINT INVESTORS, LLC AN ARIZONA LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF DOUGLAS COUNTY, COLORADO FOR THE USE OF TODAY CROWN POINT, L.P., A TEXAS LIMITED PARTNERSHIP TO SECURE THE SUM OF \$124,919.00 RECORDED AUGUST 10, 2009, UNDER RECEPTION NO. [2009064198](#).

(AFFECTS PARCEL D)



## Land Title Guarantee Company Disclosure Statements

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

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

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

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

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

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

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

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

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

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

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

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

**Note:** Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



## **Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company**

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

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

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

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

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



# Commitment For Title Insurance

## Issued by Old Republic National Title Insurance Company

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

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

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

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

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

#### 4. COMPANY'S RIGHT TO AMEND

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

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

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

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

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



Craig B. Rants, Senior Vice President



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President  
Attest  Secretary

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

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