



4582 South Ulster St Pkwy, Suite 1300
Denver, CO 80237

DATE: **December 10, 2019**
 FILE NUMBER: **450-H0548429-023-CN4**, Amendment No. **3**
 PROPERTY ADDRESS: **Chambers and Hess Rd, Parker, CO 80134**
 BUYER/BORROWER: **Republic Investment Group, LLC, a Colorado limited liability company**
 OWNER(S): **SVN First Guardian Group**
 YOUR REFERENCE NUMBER:
 ASSESSOR PARCEL NUMBER:

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Update Effective Date only

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

TO: Heritage Title Company, Inc. 4582 South Ulster St Pkwy Suite 1300 Denver, CO 80237	ATTN: Cindy Norlen/TITLE OFFICER PHONE: (303) 692-6600 FAX: (303) 628-1660 E-MAIL: cnorlen@heritagetco.com
TO: Republic Investment Group, LLC, a Colorado limited liability company	ATTN: Grant Nelson PHONE: FAX: E-MAIL: Delivered via email
TO: SVN First Guardian Group	ATTN: Erik Carlson PHONE: FAX: E-MAIL: Delivered via email
TO: Ventana Capital, Inc 9801 East Easter Avenue Centennial, CO 80112	ATTN: Andrew Trietley PHONE: (303) 346-7006 FAX: (000) 000-0000 E-MAIL: atrietley@ventanacap.com
TO: Messner & Reeves, LLC 1430 Wynkoop Street Suite 300 Denver, CO 80202	ATTN: David A. Reeves PHONE: (303) 623-1800 FAX: (303) 623-0552 E-MAIL: dreeves@messner.com
TO: ELC Legal Services, LLC 3142 W. Belltower Dr. Meridian, ID 83680	ATTN: David M. Fogg PHONE: (208) 938-9504 FAX: E-MAIL: David@ELCLegal.com
TO: National Commercial Services 8055 E. Tufts Ave. Suite 300 Denver, CO 80237	ATTN: Jennifer York/Escrow Officer PHONE: (000) 000-0000 FAX: (303) 633-7720 E-MAIL: jyork@fnf.com

TO:	National Commercial Services Colorado 8055 E. Tufts Ave. Suite 300 Denver, CO 80237	ATTN:	Morgan Bond/Escrow Assistant
		PHONE:	(000) 000-0000
		FAX:	(000) 000-0000
		E-MAIL:	Morgan.Bond@fnf.com
TO:	Fuller Real Estate 5300 DTC Parkway Suite 100 Greenwood Village, CO 80111	ATTN:	Cary Clark
		PHONE:	(720) 724-3339
		FAX:	
		E-MAIL:	cclark@fullerre.com
TO:	First Guardian Group 2025 Gateway Place Suite 485 San Jose, CA 95110	ATTN:	Jan Getty
		PHONE:	(408) 392-8822
		FAX:	(408) 392-0075
		E-MAIL:	jgetty@FirstGuardianGroup.com
TO:	Denver Metro Title Only 4582 South Ulster St Pkwy Suite 1300 Denver, CO 80237	ATTN:	Cindy Norlen
		PHONE:	(303) 476-5800
		FAX:	
		E-MAIL:	cnorlen@heritagetco.com

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land 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 EXTRA CONTRACTUAL 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, **Commonwealth Land Title Insurance Company**, a Florida 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.

Countersigned:

By: 
Terry N. Williams
Authorized Officer or Agent



By: 

ATTEST

President



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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.



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, this 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;
- (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.

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- (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>.

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Transaction Identification Data for reference only:

Issuing Agent: Heritage Title Company, Inc.
Issuing Office: 4582 South Ulster St Pkwy, Suite 1300, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 450-H0548429-023-CN4, Amendment No. 3
Property Address: Chambers and Hess Rd, Parker, CO 80134
Revision Number: Amendment No. 3, Amendment Date: December 6, 2019

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 1. Commitment Date: **December 2, 2019**
- 2. Policy to be issued:
 - (a) **ALTA Owners Policy 6-17-06**
 Proposed Insured: **Republic Investment Group, LLC, a Colorado limited liability company**
 Proposed Policy Amount: **\$3,100,000.00**
 - (b) **None**
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**
 - (c) **None**
 Proposed Insured:
 Proposed Policy Amount: **\$0.00**

3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:
**, Bryce W Hunt,
Donald Bass and Sandra Bass as Trustees of the Bass Living Trust,
Dibble Enterprises Limited Partnership, an Arizona Partnership,
JNP Chambers LLC, a Colorado limited liability company,
HOT Investments LLC, a Colorado limited liability company,
W. Alan Ruge,
Dan W Foos and Donna A Foos as Trustees of the Foos Family 1992 Trust,
Paul A Bargetzi and Gwen E Bargetzi,
Charles A Archuletta and Thea W Archuletta as Trustees of the Archuletta Trust,
Shattuck Realty Inc., an Iowa Corporation,
Eugene W Opittek and Judith A Opittek as Trustees of The Opittek Family Trust,
Sharon K Tripp as Trustee of the Sharon K Tripp Revocable Trust,
Thomas M Cunningham,
DBSI Chambers and Hess Units LLC, an Idaho limited liability company n/k/a DBSI Chambers and Hess
Units LLC, a Colorado limited liability company,
Steven N. Torp and Adrienne Torp as Trustees of The Torp Family Trust and
Barbara Berzack, as their interest may appear**

5. The Land is described as follows:

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SCHEDULE A
(Continued)

See Exhibit A attached hereto and made a part hereof.

PREMIUMS:

Owners Policy	3,196.00
Deletion 1-4	75.00
Tax Certificate	18.00
Alta 35-06 Minerals and other subsurface substances	1,279.00

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81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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EXHIBIT A
LEGAL DESCRIPTION

LOT 1,
BLOCK 10,
DOUGLAS 234 FILING NO. 1,
COUNTY OF DOUGLAS,
STATE OF COLORADO

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 89°15'13" EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH 00°44'47" WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 53°05'57" WEST A DISTANCE OF 77.99 FEET;
THENCE NORTH 10°51'05" WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF 10°27'51" HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH 16°05'00" WEST AND A DISTANCE OF 562.65 FEET;
THENCE NORTH 21°50'47" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;
THENCE NORTH 67°44'14" EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF 21°32'17" HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH 77°57'51" EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 136.49 FEET THROUGH A CENTRAL ANGLE OF 110°55'25" HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH 57°20'35" EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF 17°11'35" HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH 60°09'45" EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37 FEET THROUGH A CENTRAL ANGLE OF 11°48'18" HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH 74°39'41" EAST AND A DISTANCE OF 200.02 FEET;
THENCE SOUTH 08°15'28" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;
THENCE SOUTH 66°27'14" EAST A DISTANCE OF 195.03 FEET;
THENCE SOUTH 01°02'54" EAST A DISTANCE OF 790.17 FEET;
THENCE SOUTH 87°46'51" WEST A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.

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EXHIBIT A
(Continued)

COUNTY OF DOUGLAS, STATE OF COLORADO.

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81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
- d. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):

Bryce W Hunt,
Donald Bass and Sandra Bass as Trustees of the Bass Living Trust,
Dibble Enterprises Limited Partnership, an Arizona Partnership,
JNP Chambers LLC, a Colorado limited liability company,
HOT Investments LLC, a Colorado limited liability company,
W. Alan Ruge,
Dan W Foos and Donna A Foos as Trustees of the Foos Family 1992 Trust,
Paul A Bargetzi and Gwen E Bargetzi,
Charles A Archuletta and Thea W Archuletta as Trustees of the Archuletta Trust,
Shattuck Realty Inc., an Iowa Corporation,
Eugene W Opitek and Judith A Opitek as Trustees of The Opitek Family Trust,
Sharon K Tripp as Trustee of the Sharon K Tripp Revocable Trust,
Thomas M Cunningham,
DBSI Chambers and Hess Units LLC, an Idaho limited liability company n/k/a DBSI Chambers and Hess
Units LLC, a Colorado limited liability company,
Steven N. Torp and Adrienne Torp as trustees of The Torp Family Trust and
Barbara Berzack

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- e. Intentionally Omitted
- f. Recordation of Statement of Authority for **Donald Bass and Sandra Bass as Trustees of Bass Living Trust** pursuant to Colorado Revised Statutes evidencing the existence of the Trust and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the trust and containing other information required by Colorado Revised Statutes.
- g. Recordation of Statement of Authority for **Dibble Enterprises Limited Partnership, an Arizona Partnership, executed by all partners** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

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SCHEDULE B
PART I – Requirements
(Continued)

Satisfactory evidence that the Partnership was validly formed , is in good standing and authorized to do business in its state of origin.

- h. Copy of Operating Agreement and recordation of Statement of Authority for **JNP Chambers LLC, a Colorado limited liability company** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- i. Copy of Operating Agreement and recordation of Statement of Authority for **HOT Investments LLC, a Colorado limited liability company** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- j. Recordation of Statement of Authority for **Dan W Foos and Donna A Foos as Trustees of the Foos Family 1992 Trust** pursuant to Colorado Revised Statutes evidencing the existence of the trust and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the trust and containing other information required by Colorado Revised Statutes.
- k. Recordation of Statement of Authority for **Charles A Archuletta and Thea W Archuletta as Trustees of the Archuletta Trust** pursuant to Colorado Revised Statutes evidencing the existence of the trust and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the rust and containing other information required by Colorado Revised Statutes.
- l. Furnish to the Company a certified copy of Resolution of governing board of **Shattuck Realty Inc., an Iowa Corporation** authorizing the execution of necessary documents and stating who is authorized to sign said documents. Said Resolution must be properly certified by an Officer of the corporation with Corporate Seal affixed.

Furnish to the Company a copy of the Articles of Incorporation for Shattuck Realty Inc., an Iowa Corporation.
- m. Recordation of Statement of Authority for **Eugene W Opitek and Judith A Opitek as Trustees of The Opitek Family Trust** pursuant to Colorado Revised Statutes evidencing the existence of the trust and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the trust and containing other information required by Colorado Revised Statutes.
- n. Recordation of Statement of Authority for **Sharon K Tripp as Trustee of the Sharon K Tripp Revocable Trust** pursuant to Colorado Revised Statutes evidencing the existence of the trust and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the trust and containing other information required by Colorado Revised Statutes.
- o. Intentionally Omitted

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SCHEDULE B
PART I – Requirements
(Continued)

- p. Copy of Operating Agreement and recordation of Statement of Authority for **DBSI Chambers and Hess Units LLC, a Colorado limited liability company** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- q. Recordation of Statement of Authority for **Steven N. Torp and Adrienne Torp as Trustees of The Torp Family Trust** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- r. Copy of Operating Agreement and recordation of Statement of Authority for **Republic Investment Group, LLC, a Colorado limited liability company** pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
- s. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
- t. Furnish to the Company an ALTA/ACSM Land Title Survey in form, content and certification to Commonwealth Land Title Insurance Company and Heritage Title Company, Inc..

Note: Exception may be made to any adverse matters disclosed by the ALTA/ACSM Land Title Survey.
- u. **Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.**

Note: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF REQUIREMENTS

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SCHEDULE B PART II – EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 encroachments, encumbrances, 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 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.

NOTE: Upon satisfaction of Requirements, the above item nos. 1 through 4, will be deleted on the Owners Policy to be issued.

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 the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: The above exception will not appear on policies where closing and settlement has been performed by the Company.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: Upon satisfactory evidence that the taxes have been paid, the above item no. 7 will be amended on the Owners Policy as follows:

Taxes and assessments for the year 2019 and subsequent, a lien not yet due and payable.

8. Any existing leases or tenancies and any and all parties claiming by, through or under said lease.

NOTE: Upon satisfaction of Requirements, Ex. 8 will be deleted on the owners policy.

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SCHEDULE B
PART II – Exceptions
(Continued)

9. Reservations made by Union Pacific Railway Company in deed recorded April 3, 1896 in [Book 10 at Page 460](#), providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right of way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal for same; an any and all assignments thereof or interest therein.

Relinquishment and Quit Claim in connection with the above coal reservation recorded February 6, 2003 at [Reception No. 2003015543](#).

NOTE: Affirmative protection against the above item no. 9 will be afforded to the buyer by means of Endorsement Alta 35-06.

10. A right of way for irrigation ditch or canal and incidental purposes as reserved in Warranty Deed recorded December 12, 1905 in [Book 32 at Page 212](#).
11. Reservations made by United States of America in Deed recorded November 13, 1946 in [Book 98 at Page 339](#), providing substantially as follows:

Reserving all fissionable materials, together with the right at any and all times to enter upon the lands and prospect for, mine and remove such materials with all necessary and convenient ,means of working and transporting the materials and supplies.

NOTE: Affirmative protection against the above item no. 11 will be afforded to the buyer by means of Endorsement Alta 35.

12. An undivided one-half interest in all oil, gas and other minerals as reserved by James H. Cooke and Elsie L. Cooke, recorded August 18, 1972 in [Book 234 at Page 641](#), and any and all assignments there of or interest therein.

NOTE: Affirmative protection against the above item no. 12 will be afforded to the buyer by means of Endorsement Alta 35.

13. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 3-69 An Ordinance Amending the Zoning District map of the Town of Parker recorded June 3, 1988 in [Book 795 at Page 539](#).
14. Intentionally Deleted
15. Terms, conditions, provisions, agreements and obligations contained in the Ordinance No. 2.61 annexing said premises to the Town of Parker recorded June 3, 1988 in [Book 795 at Page 535](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Finding Judgment and Decree, District Court Water Division No. 1, State of Colorado, Case No. 83CW348(B) August 4, 1997 in [Book 1452 at Page 926](#).

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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.

SCHEDULE B
PART II – Exceptions
(Continued)

17. Terms, conditions, provisions, agreements and obligations contained in the Rezoning Ordinance 3.197, Series 2002 recorded August 9, 2002 at [Reception No. 2002079051](#).
18. Douglas 234 Development Plan recorded August 9, 2002 at [Reception No. 2002079052](#) and Douglas 234 Filing 1 – Sketch Plan recorded August 9, 2002 at [Reception No. 2002079053](#).
19. Easements, notes and restriction as shown on the plat of Douglas 234 Filing No. 1 recorded December 11, 2003 at [Reception No. 2003174764](#).
20. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement recorded December 11, 2003 at [Reception No. 2003174765](#).
21. Intentionally Deleted
22. Intentionally Deleted

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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.

SCHEDULE B
PART II – Exceptions
(Continued)

END OF EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land 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.

81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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AFFIDAVIT AND INDEMNITY AGREEMENT

TO Heritage Title Company, Inc. a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation.

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills, that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property:

legally described as:

See Attached Affidavit and Indemnity Agreement Legal Description

Property Address: Chambers and Hess Rd, Parker, CO 80134

2. We further represent that to the actual knowledge and belief of the undersigned there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that to the actual knowledge and belief of the undersigned there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that to the actual knowledge and belief of the undersigned we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Heritage Title Company, Inc. as settlement agent by the seller's/borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist. If applicable as disclosed or referred to on Schedule A of Commitment referenced above.

The undersigned affiant(s) know the matters herein stated are true and indemnifies Heritage Title Company, Inc., a Colorado Corporation and Commonwealth Land Title Insurance Company, a Florida Corporation against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

=phrasebox AffindemSigBlock=

**ATTACHED AFFIDAVIT AND INDEMNITY AGREEMENT
LEGAL DESCRIPTION**

LOT 1,
BLOCK 10,
DOUGLAS 234 FILING NO. 1,
COUNTY OF DOUGLAS,
STATE OF COLORADO

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 89°15'13" EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH 00°44'47" WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 53°05'57" WEST A DISTANCE OF 77.99 FEET;
THENCE NORTH 10°51'05" WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF 10°27'51" HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH 16°05'00" WEST AND A DISTANCE OF 562.65 FEET;
THENCE NORTH 21°50'47" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;
THENCE NORTH 67°44'14" EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF 21°32'17" HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH 77°57'51" EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 136.49 FEET THROUGH A CENTRAL ANGLE OF 110°55'25" HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH 57°20'35" EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF 17°11'35" HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH 60°09'45" EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37 FEET THROUGH A CENTRAL ANGLE OF 11°48'18" HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH 74°39'41" EAST AND A DISTANCE OF 200.02 FEET;
THENCE SOUTH 08°15'28" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;
THENCE SOUTH 66°27'14" EAST A DISTANCE OF 195.03 FEET;
THENCE SOUTH 01°02'54" EAST A DISTANCE OF 790.17 FEET;
THENCE SOUTH 87°46'51" WEST A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.
COUNTY OF DOUGLAS, STATE OF COLORADO.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see **“Choices With Your Information”** to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or

(2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
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Jacksonville, Florida 32204
Attn: Chief Privacy Officer