



DATE: **December 8, 2021**
FILE NUMBER: **100-N0027606-010-TO2**, Amendment No. 4
PROPERTY ADDRESS: **E. Mainstreet & S. Jordan Rd., Parker, CO**
BUYER/BORROWER: **Circle K Stores Inc., a Texas corporation**
OWNER(S): **AMREPCO Inc., a Colorado corporation**
YOUR REFERENCE NUMBER: **8000362000603**
ASSESSOR PARCEL NUMBER: **2233-20-4-00-024 / R0420859**

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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: Escrow Officer	ATTN: Title Only 10
	PHONE:
	FAX: (303) 633-7720
	E-MAIL:
Escrow Assistant	ATTN:
	PHONE:
	E-MAIL:
Title Officer	ATTN: Noreen Behringer
	PHONE: (303) 889-8094
	E-MAIL: nbehringer@fnf.com
Sales Executive	ATTN: Natl Import
	E-MAIL:
Sales Executive 2	ATTN: None
	E-MAIL:

TO: Chicago Title	ATTN: Luz Ruiz
3100 Monticello	PHONE: (972) 764-4874
Suite 800	FAX: (214) 520-5982
Dallas, TX 75205	E-MAIL: luz.ruiz@ctt.com

TO: Chicago Title	ATTN: Nancy Shirar
3100 Monticello	PHONE: (972) 764-4874
Suite 800	FAX: (214) 520-5982
Dallas, TX 75205	E-MAIL: Nancy.Shirar@ctt.com

TO: National Commercial Services Title Only	ATTN: Title Only 10
8055 E Tufts Ave	PHONE:
Suite 900	FAX: (303) 633-7720
Denver, CO 80237	E-MAIL:

END OF TRANSMITTAL



COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago 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, **Chicago 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: 
John Miller
Authorized Signature

Chicago Title Insurance Company

By: 
Randy Quirk
President

ATTEST 
Marjorie Nemzura
Corporate Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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: Fidelity National Title, National Commercial Services
Issuing Office: 8055 E Tufts Ave, Suite 900, Denver, CO 80237
Loan ID Number:
Issuing Office File Number: 100-N0027606-010-TO2, Amendment No. 4
Property Address: E. Mainstreet & S. Jordan Rd., Parker, CO
Revision Number: Amendment No. 4, Amendment Date: December 8, 2021

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **November 8, 2021**
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
Proposed Insured: Circle K Stores Inc., a Texas corporation
Proposed Policy Amount: **\$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:
AMREPCO Inc., a Colorado corporation
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

PREMIUMS:

Owners Policy (Leasehold) and ALTA 13 Leasehold Endorsement	564.00
Deletions of 1-3 upon requirements met and 4 to remain based on anticipated construction	75.00
ALTA 39-06 - Policy Authentication	0.00
Tax Certificate	18.00
Search & Exam	250.00

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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EXHIBIT A LEGAL DESCRIPTION

The leasehold estate created by the ground lease dated November 4, 2021, by and between WDG Jordan LLC, a Colorado limited liability company, and Circle K Stores Inc., a Texas corporation, as Lessee, upon and subject to all of the terms contained herein, as evidenced by Memorandum of Lease recorded (to be recorded), leasing the following described property:

A PARCEL OF LAND DESCRIBED AT RECEPTION NO. 99093907 AND REFERRED TO THEREIN AS "BRADBURY RANCH COMMERCIAL LOT 1", LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,

EXCEPTING THEREFROM THE ROADWAY DEDICATION TO THE TOWN OF PARKER AS DESCRIBED IN BOOK 753 AT PAGE 617,

COUNTY OF DOUGLAS, STATE OF COLORADO.

ALSO DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 20 FROM WHICH THE CENTER OF SAID SECTION 20 BEARS S89°25'39"W WHICH IS THE BASIS OF BEARINGS FOR ALL BEARINGS STATED HEREIN; THENCE S00°05'50"W ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 70.00 FEET; THENCE S89°25'39"W ALONG THE SOUTH ROW LINE OF MAIN STREET AND SAID SOUTH ROW LINE EXTENDED EAST AS SHOWN ON THE PLAT OF BRADBURY RANCH SUBDIVISION FILING NO. 2K, A DISTANCE OF 110.01 FEET TO THE WEST ROW LINE OF JORDAN ROAD AS ESTABLISHED BY DEED RECORDED IN BOOK 753 AT PAGE 617 AND THE TRUE POINT OF BEGINNING; THENCE S00°05'50"W ALONG SAID WEST ROW LINE OF JORDAN ROAD, A DISTANCE OF 493.89 FEET TO THE NORTH ROW LINE OF EAST AUBURN HILLS DRIVE AS SHOWN ON THE PLAT OF BRADBURY RANCH SUBDIVISION FILING NO. 3B; THENCE SOUTHWESTERLY ALONG SAID NORTH ROW LINE AND ALONG A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST (SAID CURVE HAVING A RADIUS OF 1537.50 FEET, A DELTA ANGLE OF 14°08'20", A CHORD BEARING S82°44'30"W 378.45 FEET), AN ARC LENGTH OF 379.41 FEET; THENCE N55°25'40"W CONTINUING ALONG SAID NORTH ROW LINE, A DISTANCE OF 30.40 FEET TO THE EAST ROW LINE OF EAST AUBURN HILLS DRIVE AS SHOWN ON THE PLAT OF BRADBURY RANCH FILING NO. 5; THENCE NORTHERLY ALONG SAID EAST ROW LINE AND ALONG A NON-TANGENT CURVE CONCAVE TO THE EAST (SAID CURVE HAVING A RADIUS OF 1162.50 FEET, A DELTA ANGLE OF 14°09'10", A CHORD BEARING N01°24'29"E 286.42 FEET), AN ARC LENGTH OF 287.15 FEET; THENCE N08°29'23"E CONTINUING ALONG SAID EAST ROW LINE, A DISTANCE OF 239.18 FEET TO THE SOUTH ROW LINE OF MAIN STREET AS SHOWN ON SAID PLAT OF BRADBURY RANCH SUBDIVISION FILING NO. 2K; THENCE EASTERLY ALONG SAID SOUTH ROW LINE AND ALONG A NON-TANGENT CURVE CONCAVE TO THE NORTH (SAID CURVE HAVING A RADIUS OF 1570.00 FEET, A DELTA ANGLE OF 02°54'39", A CHORD BEARING S89°07'25"E 79.76 FEET), AN ARC LENGTH OF 79.77 FEET; THENCE N89°25'39"E CONTINUING ALONG SAID SOUTH ROW LINE, A DISTANCE OF 279.18 FEET TO THE TRUE POINT OF BEGINNING.

The above legal description prepared by:

Rubino Surveying,

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EXHIBIT A
(Continued)

3312 Airport Road,
Boulder, CO 80301

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72C165 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 the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: AMREPCO Inc., a Colorado corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

- e. Recordation of Statement of Authority for AMREPCO Inc., a Colorado corporation 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.
- f. Before the issuance of any title insurance under this application, the Company will require a full copy of the lease to be insured (received), together with all supplements, assignments and amendments for review. If a memorandum or short form of the lease is to be recorded, a full copy of the executed lease is still required.

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

- g. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
- h. 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): AMREPCO Inc., a Colorado corporation

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SCHEDULE B
PART I – Requirements
(Continued)

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

- i. Furnish to the Company an ALTA/NSPS Land Title Survey in form, content and certification to Chicago Title Insurance Company and Fidelity National Title, National Commercial Services.

Note: This requirement is necessary to provide an insurable legal description for the property to be insured. The company reserves the right to make such further requirements and/or exceptions it deems necessary upon being provided said description, and to any adverse matters disclosed by the ALTA/NSPS Land Title Survey.

Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

NOTE: The company is in receipt of a “draft” unsigned survey. Upon receipt of a final signed version the above requirement will be satisfied.

- j. Furnish to the company a certification from Rubino Surveying that the legal written by Rubino Surveying is the same land as described in the initial commitment.
- k. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser. (between current owner and proposed owner/landlord of WDG Jordan LLC, a Colorado limited liability company
- l. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: **Circle K Stores Inc., a Texas corporation**

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a ‘parent’ organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

- m. Recordation of Statement of Authority for **Circle K Stores Inc., a Texas corporation** 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)

n. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: **WDG Jordan LLC, a Colorado limited liability company**

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

o. Recordation of Statement of Authority for **WDG Jordan 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.

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.
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: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
9. Reservation as contained in Deed from the United States of America recorded November 13, 1946 in [Book 98 at Page 339](#) as follows:

Excepting and reserving to the United States of America, in accordance with the Executive Order No. 9701 approved on March 4, 1946 (11 R.R. 2369), all fissionable materials in the above described land, 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

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SCHEDULE B
PART II – Exceptions
(Continued)

10. Any taxes or assessments by reason of the inclusion of the Land in the Parker Water and Sanitation District, as evidenced by instrument recorded January 25, 1988 in [Book 772 at Page 607](#).
11. The effect of Annexation Map recorded February 5, 1988 at Reception No. [8802888](#).
12. Terms, conditions, provisions, agreements and obligations contained in the Real Property Inclusion Agreement as set forth below:
- Recording Date: February 8, 1988
Recording No.: [Book 775 at Page 264](#)
13. Terms, conditions, provisions, agreements and obligations contained in the Annexation Ordinance #252 as set forth below:
- Recording Date: March 16, 1988
Recording No.: [Book 781 at Page 611](#)
14. Terms, conditions, provisions, agreements and obligations contained in the Parker Ridge Preliminary Development Plan as set forth below:
- Recording Date: March 16, 1988
Recording No.: Reception No. [8806041](#)
15. Any taxes or assessments by reason of the inclusion of the Land in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 6, 1988 in [Book 790 at Page 718](#).
16. All nontributary and not nontributary groundwater in the Lower Dawson, Denver, Arapahoe and Laramie-Fox Hills Aquifers underlying the property together with the right to withdraw and use the same as conveyed to Parker Water and Sanitation District by Deed recorded May 27, 1988 in [Book 794 at Page 478](#).
17. Terms, conditions, provisions, agreements and obligations contained in the Bradbury Ranch Development Guide as set forth below:
- Recording Date: November 9, 1994
Recording No.: [Book 1229 at Page 1814](#)
18. Terms, conditions, provisions, agreements, easements and obligations contained in the Standard Avigation and Hazard Easement as set forth below:
- Recording Date: August 29, 1995
Recording No.: [Book 1284 at Page 1575](#)
19. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set

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SCHEDULE B
PART II – Exceptions
(Continued)

forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 3, 1996
Recording No.: [Book 1338 at Page 800](#)

Certificate Homeowners Declaration for Bradbury Ranch:
Recording Date: August 15, 1996
Recording No.: [Book 1363 at Page 1746](#)

- 20. Terms, conditions, provisions, agreements and obligations contained in the Agreement Regarding Traffic Signal as set forth below:

Recording Date: September 17, 1996
Recording No.: [Book 1370 at Page 1654](#)

- 21. Terms, conditions, provisions, agreements and obligations contained in the Covenant and Servitude Bradbury Ranch as set forth below:

Recording Date: November 8, 1999
Recording No.: [Book 1775 at Page 441](#)

- 22. Terms, conditions, provisions, agreements and obligations contained in the Bradbury Ranch Development Plan 3rd Amendment as set forth below:

Recording Date: August 23, 2000
Recording No.: Reception No. [59142](#)

- 23. The following item as set forth on the A.L.T.A./N.S.P.S. Land Title Survey prepared by Rubino Surveying, dated June 2, 2020 as Project No. 20144:

- a. 8" PVC Sans sewer line crossing the property outside of a granted easement.

- 24. The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease described or referred to in Schedule A.

- 25. The following matters as shown on survey prepared by Rubino Surveying, Job No. 20144, dated November 25, 2021:

- (a) Sanitary sewer line traversing the northeast corner of the land, as shown thereon and not lying within a found recorded easement.

END OF EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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)

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72C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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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

Effective April 9, 2020

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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.

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Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others’ products and services, jointly or independently.

When Information Is Disclosed

We may disclose 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among 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 without your consent.

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 or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

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 or 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 disclose 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 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.

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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. 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.

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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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

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