



## GID INCLUSION PETITION

### PETITION FOR THE INCLUSION OF PROPERTY INTO THE COMMERCE CITY E-470 RESIDENTIAL AREA GENERAL IMPROVEMENT DISTRICT

The undersigned owner(s) of the real property described in Exhibit A, attached hereto, and depicted on the site map in Exhibit B, attached hereto (the "Property"), hereby petition(s) the City Council of City of Commerce City, Colorado, as the *ex officio* Board of Directors (the "Board") of the Commerce City E-470 Residential Area General Improvement District (the "District") for inclusion of the Property into the District, pursuant to § 31-25-618, C.R.S. The undersigned further request(s) that the Board hold a hearing in accordance with the requirements of § 31-25-618, C.R.S., at which all objections to this petition may be presented.

In support of this petition, the undersigned state(s) as follows:

1. The undersigned is/are the sole fee title owner(s) of the Property (see Exhibit C).
2. This petition is accompanied by a deposit of moneys to pay the costs of the inclusion proceedings.

WHEREFORE, the undersigned request the Board to take all steps and procedures required by law for the inclusion of the Property into the District, including the publication of notice of the filing of this petition, and to adopt an ordinance including the Property into the District.

**Cohen Denver Airport LLC**

[Name of Fee Title Owner]

Signature

**Bradley Burns-it's**

By: **Authorized Representative**  
Printed Name and Title

[Name of Fee Title O

Signature

By: \_\_\_\_\_  
Printed Name and Title

[Name of Fee Title Owner]

Signature

By: \_\_\_\_\_  
Printed Name and Title

[Name of Fee Title Owner]

Signature

By: \_\_\_\_\_  
Printed Name and Title



NOTARY CERTIFICATE

STATE OF COLORADO  
SS.  
COUNTY OF JEFFERSON

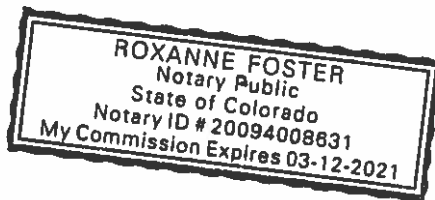
I, BRADLEY BURNS being first duly sworn on oath, verify that the facts set forth in this petition are true to the best of my knowledge, information and belief.

Subscribed and sworn to before me this 19 day of SEPTEMBER 20 19

My commission expires: 03-12-21

Notary Public

(SEAL)





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## EXHIBIT A

### Legal Description of Property



## LEGAL DESCRIPTION

LOCATED IN THE SECTION 22, T2S, R66W, 6TH P.M.  
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO

(CONTINUED FROM PREVIOUS SHEET)

THENCE SOUTHERLY 254.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°24'31";

THENCE SOUTH 25°10'41" EAST 490.52 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET;

THENCE SOUTHEASTERLY 280.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°48'54";

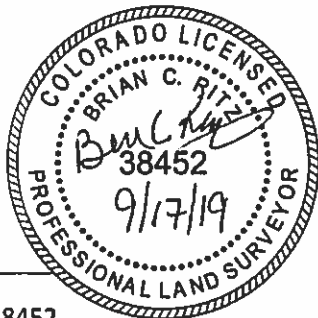
THENCE SOUTH 38°00'26" WEST 205.72 FEET TO THE BEGINNING OF A CURVE HAVING A RADIUS OF 800.00 FEET;

THENCE SOUTHWESTERLY 720.97 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°38'09";

THENCE SOUTH 89°38'34" WEST 2750.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINS 10,191,371 SQUARE FEET, OR 233.96 ACRES, MORE OR LESS.

I, BRIAN C. RITZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE SURVEY UPON WHICH IT WAS BASED, WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



BRIAN C. RITZ, PLS  
COLORADO REG. NO. 38452  
FOR AND ON BEHALF OF ATWELL, LLC

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATE SHOWN HEREON.

### LEGAL DESCRIPTION OF PARCEL 1

SECTION 22  
T2S, R66W, 6TH P.M.  
COMMERCE CITY  
ADAMS COUNTY

Date: 09/17/2019  
Drawn: BCR  
Checked: TWK  
Job No.: 19002388

Sheet  
2  
of  
4

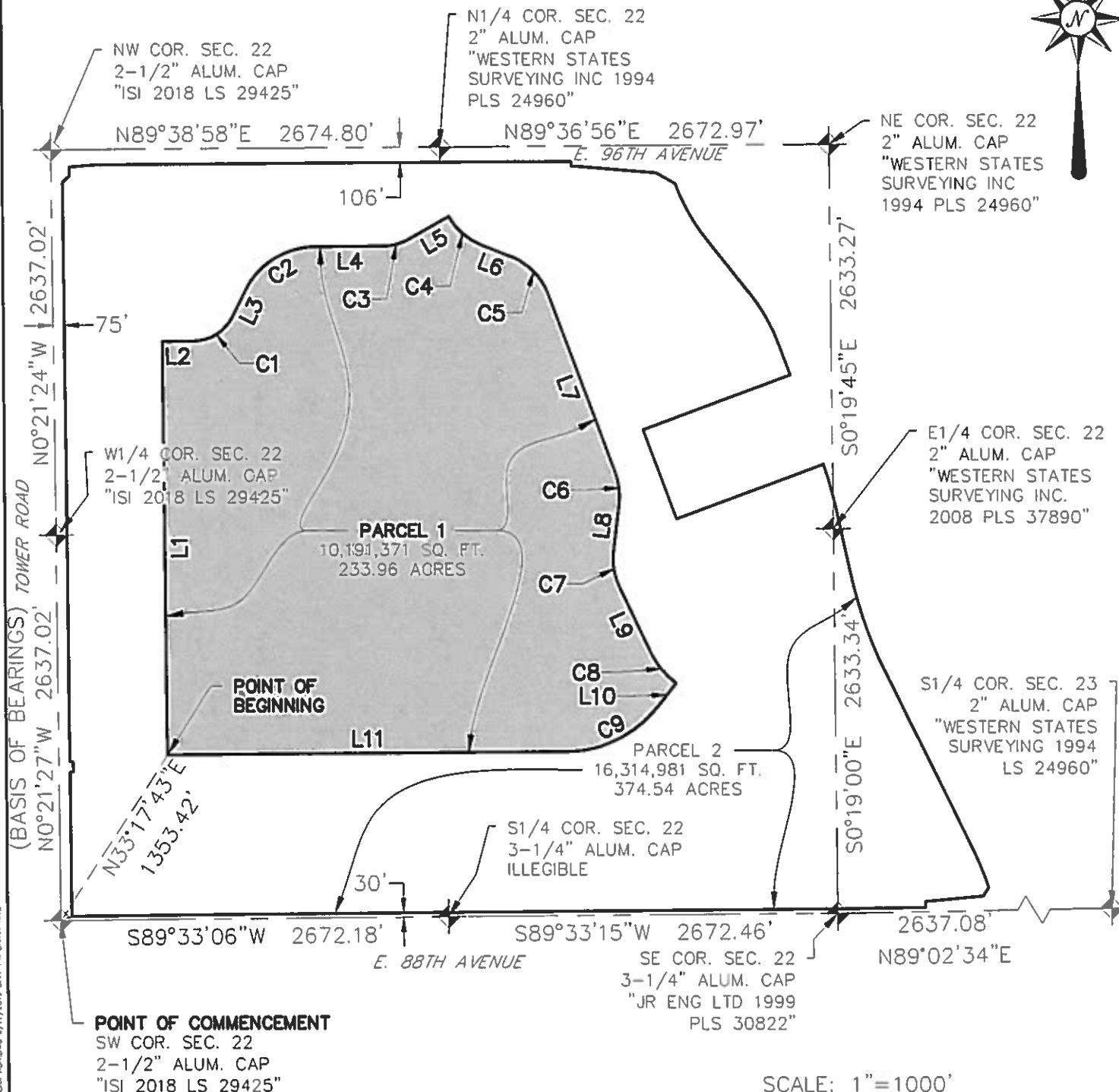


**ATWELL**

866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)  
143 UNION BOULEVARD, SUITE 700  
LAKEWOOD, CO 80228  
303.482.1100

# EXHIBIT TO ACCOMPANY DESCRIPTIONS

LOCATED IN THE SECTION 22, T2S, R66W, 6TH P.M.  
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO



## NOTE

THIS EXHIBIT IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE: 1"=1000'  
SEE SHEET 4 FOR LINE AND CURVE TABLES

PARCEL 1 CONTAINS 10,191,371 SQ. FT. OR 233.96 ACRES

## EXHIBIT OF PARCEL 1

SECTION 22  
T2S, R66W, 6TH P.M.  
COMMERCE CITY  
ADAMS COUNTY

Date: 09/17/2019  
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Sheet  
3  
of  
4



**ATWELL**

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700  
LAKEWOOD, CO 80228  
303.462.1100

**EXHIBIT TO ACCOMPANY DESCRIPTIONS**  
**LOCATED IN THE SECTION 22, T2S, R66W, 6TH P.M.**  
**CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO**

**PARCEL 1 LINE AND CURVE TABLES**

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N0°21'26"W	2828.86'
L2	N89°38'34"E	215.04'
L3	N26°53'59"E	202.58'
L4	N89°38'34"E	479.90'
L5	N60°29'20"E	334.73'
L6	S68°46'18"E	213.23'
L7	S20°20'53"E	1298.27'
L8	S7°13'51"W	321.08'
L9	S25°10'41"E	490.52'
L10	S38°00'26"W	205.72'
L11	S89°38'34"W	2750.25'

CURVE DATA TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	62°44'35"	300.00'	328.52'	N58°16'17"E	312.35'
C2	62°44'35"	550.00'	602.29'	N58°16'17"E	572.64'
C3	29°09'14"	300.00'	152.65'	N75°03'57"E	151.01'
C4	39°15'38"	450.00'	308.35'	S49°08'29"E	302.36'
C5	48°25'25"	450.00'	380.32'	S44°33'35"E	369.10'
C6	27°34'43"	450.00'	216.60'	S6°33'31"E	214.52'
C7	32°24'31"	450.00'	254.54'	S8°58'25"E	251.16'
C8	26°48'54"	600.00'	280.80'	S38°35'08"E	278.25'
C9	51°38'09"	800.00'	720.97'	S63°49'30"W	696.82'

**EXHIBIT OF PARCEL 1**

SECTION 22  
T2S, R66W, 6TH P.M.  
COMMERCE CITY  
ADAMS COUNTY

Date: 09/17/2019  
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4  
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4



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143 UNION BOULEVARD, SUITE 700  
LAKEWOOD, CO 80228  
303.462.1100



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## EXHIBIT C

Title showing applicant is sole fee title owner(s)

(applicant to fill in or replace and title (Exhibit C) with correct information)





**First American Title Insurance Company - NCS**  
**1125 17th Street, Suite 500**  
**Denver, Colorado 80202**  
**Phone: (303)876-1112 Fax:(877)235-9185**

**DATE:** June 22, 2018

**FILE NUMBER:** NCS-911124-CO

**PROPERTY ADDRESS:** , Adams County, CO

**OWNER/BUYER:** /

**YOUR REFERENCE NUMBER:** APN 0172323100002 and 0172323200001 (R0170509)

**ASSESSOR PARCEL NUMBER:** 0172323100002 and 0172323200001

**PLEASE REVIEW THE ENCLOSED MATERIAL COMPLETELY AND TAKE NOTE OF THE FOLLOWING TERMS CONTAINED THEREIN:**

**Transmittal:**

**Revision No.:**

**Schedule A:**

**Schedule B - Section 1 Requirements:**

**Schedule B - Section 2 Exceptions:**

Should you have any questions regarding these materials, please contact First American Title Insurance Company National Commercial Services at the above phone number. We sincerely thank you for your business.

**TO:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 500  
Denver, Colorado 80202

**TITLE OFFICER:** James Betson

**PHONE:** (303)876-1112

**FAX:** (877)235-9185

**E-MAIL:** jbetson@firstam.com

**DELIVERY:** E-MAIL

**To:** Solomon Dwiggin & Freer, Ltd.  
Cheyenne West Professional Center,  
9060 W. Cheyenne Avenue  
Las Vegas, NV 89129

**ATTN:** Sherry Curtin-Keast

**PHONE:** (702)589-3515

**MOBILE:**

**FAX:** (702)853-5485

**E-MAIL:** skeast@sdfnvlaw.com

**DELIVERY:** E-MAIL

**To:** First American Title Insurance  
Company National Commercial  
Services  
1125 17th Street, Suite 750  
Denver, CO 80202

**ATTN:** John Miller

**PHONE:** (303)876-1122

**MOBILE:** (303)229-3100

**FAX:** (876)235-9185

**E-MAIL:** jvmiller@firstam.com

**DELIVERY:** E-MAIL

**ALTA Commitment Form****COMMITMENT FOR TITLE INSURANCE**

Issued by

***First American Title Insurance Company***


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

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

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

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

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

***First American Title Insurance Company***

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

**COMMITMENT FOR TITLE INSURANCE FORM  
SCHEDULE A**

1. Effective Date: June 13, 2018 at 5:00 p.m.

a. ALTA Owner's Policy (06-17-06) \$0.00

Proposed Insured:  
None

b. ALTA Loan Policy (06-17-06) \$0.00

Proposed Insured:  
None

2. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

3. Title to the estate or interest in the Land is at the Effective Date vested in:

Cohen Denver Airport LLC, a Nevada limited liability company

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

See Exhibit "A" attached hereto and made a part hereof.

For informational purposes only: APN 0172323100002 and 0172323200001, (R0170509),  
Adams County, CO

**EXHIBIT A**

Commitment No.: NCS-911124-CO

The land referred to in Schedule A is situated in the County of Adams, State of Colorado and is described as follows:

**Parcel 1:**

That part of the Northeast one-quarter of Section 22 and part of the North one-half of Section 23, All in Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, described as:

Commencing at the Northwest corner of the Northeast one-quarter of said Section 23;  
Thence South 00°09'12"East along the West line of said Northeast one-quarter, a distance of 106.00 feet to the South Right-of-Way line of East 96th Avenue as described in [Book 4340 at Page 144](#), Adams County records, being The Point of Beginning;  
Thence North 89°23'46"East along said South Right-of-Way line, a distance of 870.91 feet; Thence South 00°09'12"East parallel with the West line of said Northeast one-quarter, a distance of 2516.04 feet to the South line of said Northeast one-quarter; Thence South 89°13'25"West along the South line of said Northeast one-quarter, a distance of 870.94 to the Southeast corner of the Northwest one-quarter of said Section 23; Thence continuing South 89°13'25"West along the South line of said Northwest one-quarter, a distance of 1489.09 feet to the easterly Right-of-Way line of E470 as described in Notice of Lis Pendens in Civil Action No. 95-CV-1309 recorded January 9, 1996 in [Book 4660 at Page 455](#), Adams County records;

Thence along said Easterly line the following eight (8) courses and distance:

- 1) Thence North 25°51'29"West, a distance of 832.39 feet to a point of curvature;
- 2) Thence along the arc of a tangent curve to the left, whose radius point bears South 64°08'32"West, 1959.77 feet, having a central angle of 16°55'22", an arc length of 578.83 feet, whose chord bears North 34°19'10"West, 576.73 feet to a point of tangency;
- 3) Thence North 42°46'50"West, a distance of 522.24 feet to a point of curvature;
- 4) Thence along the arc of a tangent curve to the right whose radius point bears North 47°13'10"East, 1859.77 feet, having a central angle of 22°25'07", an arc length of 727.69 feet, whose chord bears North 31°34'17"West, 723.05 feet to a point of tangency;
- 5) Thence North 20°21'43"West, a distance of 147.11 feet;
- 6) Thence North 41°42'34"East, a distance of 67.20 feet;
- 7) Thence North 81°41'28"East, a distance of 493.87 feet;
- 8) Thence North 00°35'01"West, a distance of 30.00 feet to the South Right-of-Way line of said East 96th Avenue; Thence North 89°24'59"East along said South Right-of-Way line, a distance of 2421.90 feet to The Point of Beginning,  
County of Adams,  
State of Colorado.

**Parcel 2:**

All of Sections 22 and 23, Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado.

Except that certain parcel of land conveyed to City of Commerce City in Deed recorded December 4, 1991 in [Book 3842 at Page 670](#);

And also except that certain parcel of land conveyed to City of Commerce City in Deed recorded June 16, 1964 in [Book 4340 at Page 144](#);

And also excepting those certain parcels of land as described in Notice of Lis Pendens in Civil Action No. 95-CV-1309 recorded January 9, 1996 in [Book 4660 at Page 455](#) and Stipulation for Possession recorded

March 29, 1996 in [Book 4713 at Page 209](#) and Rule and Order recorded May 15, 2002 under Reception No. [C0969673](#).

And also excepting the West 30 feet of Section 22 for town road right-of-way per Adams County Road Petition No. 137, established April 27, 1890 at Page 611 of the Commissioner's Notes (minutes).

And also excepting the South 30 feet of Sections 22 and 23 for East 88th Avenue right-of-way per Adams County Road Petition No. 127, established December 10, 1888 at Page 524 of the Commissioner's Notes (minutes).

And also excepting Lot 1, Block 1, Aurora Pumping Stations #2, Filing #1.

And also excepting Parcel B as set forth on a survey prepared by Raymond W. Bayer dated December 7, 1998, more fully described as follows:

That part of the Northeast 1/4 of Section 22 and part of the North 1/2 of Section 23, all in Township 2 South, Range 66 West of the 6th Principal Meridian, County of Adams, State of Colorado, described as:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 2 thence South 00 degrees 09 minutes 12 seconds East along the West line of said Northeast 1/4, a distance of 106.00 feet to the South right-of-way line of East 96th Avenue as described in [Book 4340 at Page 144](#), Adams County Records, being the point of beginning;

Thence North 89 degrees 23 minutes 46 seconds East along said South right-of-way line, a distance of 870.91 feet;

Thence South 00 degrees 09 minutes 12 seconds East parallel with the West line of said Northeast 1/4, a distance of 2516.04 feet to the South line of said Northeast 1/4;

Thence South 89 degrees 13 minutes 25 seconds West along the South line of said Northeast 1/4, a distance of 870.94 feet to the Southeast corner of the Northwest 1/4 of said Section 23;

Thence continuing South 89 degrees 13 minutes 25 seconds West along the South line of said Northwest 1/4, a distance of 1489.09 feet to the Easterly right-of-way line of E-470 as described in Notice of Lis Pendens in Civil Action No. 95-CV-1309 recorded January 9, 1996 in [Book 4660 at Page 455](#), Adams County Records;

Thence along said Easterly line the following eight (8) courses and distances:

- (1) Thence North 25 degrees 51 minutes 29 seconds West, a distance of 832.39 feet to a point of curvature;
- (2) Thence along the arc of a tangent curve to the left, whose radius point bears South 64 degrees 08 minutes 32 seconds West, 1959.77 feet, having a central angle of 16 degrees 55 minutes 22 seconds, and arc length of 578.83 feet, whose chord bears North 34 degrees 19 minutes 10 seconds West, 576.73 feet to a point of tangency;
- (3) Thence North 42 degrees 46 minutes 50 seconds West, a distance of 522.24 feet to a point of curvature;
- (4) Thence along the arc of a tangent curve to the right whose radius point bears North 47 degrees 13 minutes 10 seconds East, 1859.77 feet, having a central angle of 22 degrees 25 minutes 07 seconds, an arc length of 727.69 feet, whose chord bears North 31 degrees 34 minutes 17 seconds West, 723.05 feet to a point of tangency;
- (5) Thence North 20 degrees 21 minutes 43 seconds West, a distance of 147.11 feet;
- (6) Thence North 41 degrees 42 minutes 34 seconds East, a distance of 67.20 feet;
- (7) Thence North 81 degrees 41 minutes 28 seconds East, a distance of 493.87 feet;
- (8) Thence North 00 degrees 35 minutes 01 seconds West, a distance of 30.00 feet to the South right-of-way line of said East 96th avenue;

Thence North 89 degrees 24 minutes 59 seconds East along said South right-of-way line, a distance of 2421.90 feet to the point of beginning.

Also excepting that portion as conveyed in Special Warranty Deed recorded March 28, 2018 at Reception No. 2018000024987.

For informational purposes only: APN(s): 0172323100002 & 0172323200001

**COMMITMENT FOR TITLE INSURANCE FORM**  
**SCHEDULE B**  
**SECTION ONE**  
**REQUIREMENTS**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Payment of all taxes and assessments now due and payable.

**LIMITATION OF LIABILITY FOR INFORMATIONAL REPORT**

**IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.**

**COMMITMENT FOR TITLE INSURANCE FORM****SCHEDULE B****SECTION TWO****EXCEPTIONS**

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

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. Water rights, claims or title to water, whether or not shown by the public records.
7. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded March 17, 1893 in [Book A24 at Page 245](#).  
  
(Affects NE 1/4 Section 22)
8. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded October 09, 1893 in [Book A24 at Page 293](#).  
  
(Affects SE 1/4 Section 22)
9. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded September 03, 1906 in [Book 25 at Page 308](#).  
  
(Affects NW 1/4 Section 22)
10. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent recorded March 12, 1914 in [Book 25 at Page 425](#).  
  
(Affects SW 1/4 Section 22)
11. Reservations by the Union Pacific Land Company of (1) All oil, coal and other minerals underlying the land, (2) The exclusive right to prospect for, mine and remove oil, coal and other minerals, and (3) The right to ingress and egress and regress to prospect for, mine and remove oil, coal and other



minerals, all as contained in Deed recorded November 24, 1908 in [Book 25 at Page 203](#), and any and all assignments thereof or interests therein.

NOTE: Quit Claim Deed in connection therewith recorded April 14, 1971 in [Book 1684 at Page 281](#).

NOTE: Mineral Deed in connection therewith recorded February 25, 1972 in [Book 1782 at Page 507](#).

NOTE: Release and Quit Claim Deed in connection therewith recorded November 23, 1998 in [Book 5547 at Page 272](#).

NOTE: Relinquishment and Quit Claim Deed in connection therewith recorded October 2, 2002 under Reception No. [C1031627](#).

12. Right of way for ditches and laterals as granted to the East Denver Municipal Irrigation District in instrument recorded January 27, 1910 in [Book 37 at Page 231](#).

NOTE: (Affects SW 1/4 Section 23).

13. Right of way for a lateral as granted to the East Denver Municipal Irrigation District in Deed recorded April 1, 1912 in [Book 59 at Page 153](#).

NOTE: (Affects E ½ Section 23).

14. Reservation of oil, gas and other mineral as reserved in Deed recorded February 19, 1945 in [Book 304 at Page 185](#), and any and all assignments thereof or interests therein.

15. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Contract recorded June 21, 1948 in [Book 359 at Page 112](#).

16. Terms, conditions, provisions, obligations, easements and agreements as set forth in the License Agreement recorded July 3, 1952 in [Book 445 at Page 14](#).

17. Right of way for lateral of the high line extension canal and incidental purposes, as set forth in Deed recorded December 18, 1948 in [Book 367 at Page 242](#).

18. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded September 23, 1955 in [Book 570 at Page 468](#).

19. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right of Way Agreement recorded April 18, 1978 in [Book 2230 at Page 730](#).

20. Perpetual Right-of-way Easement to Panhandle Eastern Pipe Line Company as set forth in Order recorded January 21, 1980 in [Book 2424 at Page 77](#) and as granted by instrument recorded July 2, 1982 in [Book 2658 at Page 146](#).

NOTE: Letter in connection therewith recorded March 26, 1980 in [Book 2441 at Page 129](#).

NOTE: Note: Assignment of said Right-of-Way to Colorado Interstate Gas Company recorded November 21, 2002 at Reception No. [C1056702](#).

21. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right-of-Way recorded April 3, 1980 in [Book 2443 at Page 382](#).

22. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right-of-Way recorded April 3, 1980 in [Book 2443 at Page 384](#).

NOTE: Letter in connection therewith recorded March 26, 1980 in [Book 2441 at Page 129](#).

NOTE: Note: Assignment of said Right-of-Way to Colorado Interstate Gas Company recorded November 21, 2002 at Reception No. [C1056702](#).

23. Oil and Gas Lease recorded February 25, 1972 in [Book 1782 at Page 515](#), and any and all assignments thereof or interests therein.

NOTE: Surface Owners Agreement in connection therewith recorded May 1, 1972 in [Book 1793 at Page 655](#), and as amended in instrument recorded July 11, 1974 in [Book 1941 at Page 609](#) and re-recorded September 23, 1974 in [Book 1955 at Page 58](#).

24. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement recorded October 13, 1989 in [Book 3611 at Page 819](#) and January 31, 1990 in [Book 3643 at Page 628](#).

25. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Right-of-Way Grant recorded April 30, 1992 in [Book 3897 at Page 817](#).

26. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Slope Easement Agreement recorded June 16, 1994 in [Book 4340 at Page 146](#).

27. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Agreement recorded October 26, 1994 in [Book 4412 at Page 485](#).

28. Terms, conditions, provisions, obligations and agreements as set forth in the Amendment to Certificate of Organization for the E-470 Public Highway Authority recorded December 19, 1995 in [Book 4646 at Page 979](#).

29. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Common Use Agreement recorded February 17, 1998 in [Book 5235 at Pages 219, 337 and 369](#).

30. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Easement and Agreement recorded November 01, 1999 in [Book 5937 at Page 598](#).

31. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Grant of Easement and Agreement recorded April 07, 2000 in [Book 6089 at Page 856](#).

32. Any tax, lien, fee or assessment by reason of inclusion of subject property in the The South Adams County Fire Protection District, as evidenced by instrument recorded June 15, 2001 at Reception No. [C0814831](#).

33. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement and Partial Release recorded June 27, 2001 at Reception No. [C0819823](#).

34. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Rule and Order recorded May 15, 2002 at Reception No. [C0969673](#).

35. Terms, conditions, provisions, obligations and agreements as set forth in the Request for Notification of Surface Development recorded May 20, 2002 at Reception No. [C0971562](#).

36. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 1, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000189940](#).
37. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 12, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000189950](#).
38. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 3, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000189960](#).
39. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 4, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000189970](#).
40. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 5, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000189980](#).
41. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 6, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000189990](#).
42. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 7, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000190000](#).
43. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 8, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000190010](#).
44. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Prime Sites Metropolitan District No. 9, as evidenced by instrument recorded February 24, 2006 at Reception No. [20060224000190020](#).
45. Terms, conditions, provisions, obligations and agreements as set forth in the Certification recorded May 28, 2003 at Reception No. [C1148879](#).
46. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Access Easement recorded July 21, 2006 at Reception No. [20060721000737760](#).
47. Any tax, lien, fee or assessment by reason of inclusion of subject property in the South Adams County Water and Sanitation District, as evidenced by instrument recorded October 12, 2006 at Reception No. [2006000989312](#).
48. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Rule and Order recorded March 12, 2007 at Reception No. [2007000025645](#).
49. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement Agreement recorded June 23, 2008 at Reception No. [2008000050199](#), and re-recorded February 19, 2009 at Reception No. [2009000011690](#), and recorded January 21, 2009 at Reception No. [2009000004027](#).

50. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Surface Use Agreement recorded August 8, 2011 at Reception No. [2011000050702](#).
51. Oil and Gas Lease recorded August 8, 2011 at Reception No. [2011000050703](#) and re-recorded February 14, 2012 at Reception No. [2012000010859](#), and any and all assignments thereof or interests therein.
52. Oil and Gas Lease recorded August 22, 2011 at Reception No. [2011000054071](#) and re-recorded February 15, 2012 at Reception No. [2012000010910](#), and any and all assignments thereof or interests therein.
53. Oil and Gas Lease recorded September 27, 2016 at Reception No. [2016000081062](#), and any and all assignments thereof or interests therein.
54. Oil and Gas Leases recorded January 6, 2017 at Reception Nos. [2017000001768](#) and [2017000001774](#), and any and all assignments thereof or interests therein.
55. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement, Right-of-Way, and Surface Use Agreement recorded June 30, 2017 at Reception No. [2017000056176](#).
56. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Possession and Use Agreement recorded August 8, 2017 at Reception No. [2017000068746](#).
57. Terms, conditions, provisions, obligations and agreements as set forth in the Slope & Drainage Easement Agreement recorded August 8, 2017 at Reception No. [2017000068747](#) and recorded February 17, 2017 at Reception No. [2017000015212](#).
58. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Memorandum of Reimbursement Agreement & Development Restriction recorded March 28, 2018 at Reception No. [2018000024986](#).
59. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Slope & Drainage Easement Agreement recorded March 28, 2018 at Reception No. [2018000024988](#).
60. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Temporary Construction Easement Agreement recorded March 28, 2018 at Reception No. [2018000024989](#).
61. Terms, conditions, provisions, obligations, easements and agreements as set forth in the Temporary Construction Easement Agreement recorded March 28, 2018 at Reception No. [2018000024990](#).
62. Existing leases and tenancies.

**EXHIBIT B**  
**Statement of Charges**

Info Commitment	\$500.00
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**CONDITIONS**

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



## First American Title

### Privacy Information

#### We Are Committed to Safeguarding Customer Information

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

### Applicability

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

### Types of Information

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

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

### Use of Information

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

### Former Customers

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

### Confidentiality and Security

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

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

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

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

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

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

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

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

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

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

**DISCLOSURE STATEMENT**

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

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

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

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

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

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

**This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.**

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

**NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:**

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



**and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.**

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

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

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

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