



GID INCLUSION PETITION

PETITION FOR THE INCLUSION OF PROPERTY INTO THE COMMERCE CITY NORTHERN INFRASTRUCTURE 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 Northern Infrastructure 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.

JAY FOLEY PROPERTIES LLC

[Name of Fee Title Owner]

Signature

Signature

By: Jay Foley, Managing Member

By: _____
Printed Name and Title

Printed Name and Title

Printed Name and Title

[Name of Fee Title Owner]

[Name of Fee Title Owner]

Signature

Signature

By: _____
Printed Name and Title

By: _____
Printed Name and Title

NOTARY CERTIFICATE

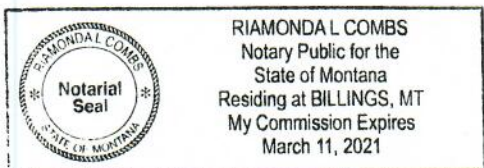


STATE OF)
) ss.
COUNTY OF)

I, Jay Foley / Riamonda L. Combs 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 2 day of August, 2018

My commission expires: March 11, 2018



(SEAL)

Riamonda L. Combs
Notary Public



EXHIBIT A

Legal Description of Property

THAT PART OF THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15;
THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER ALONG DISTANCE OF 662.30 FEET TO A POINT ON THE NORTH LINE OF A PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY AS DESCRIBED IN BOOK 985 AT PAGE 450, ADAMS COUNTY RECORDS;
THENCE SOUTH 89 DEGREES 54 MINUTES 44 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89 DEGREES 54 MINUTES 44 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 1571.57 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 76 AS DESCRIBED IN BOOK 616 AT PAGE 468, ADAMS COUNTY RECORDS, SAID POINT BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 5855.00 FEET, THE DELTA OF SAID CURVE IS 00 DEGREES 12 MINUTES 00 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 54 DEGREES 52 MINUTES 53 SECONDS EAST, 20.44 FEET;
THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.44 FEET TO THE END OF SAID CURVE;
THENCE ALONG SAID SOUTHEASTERLY AND SOUTHERLY RIGHT-OF-WAY LINE AS FOLLOWS:
NORTH 54 DEGREES 47 MINUTES 00 SECONDS EAST A DISTANCE OF 919.60 FEET;
THENCE NORTH 85 DEGREES 30 MINUTES 30 SECONDS EAST A DISTANCE OF 680.20 FEET;
THENCE SOUTH 49 DEGREES 13 MINUTES 00 SECONDS EAST A DISTANCE OF 165.98 FEET, TO A POINT 30.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST ONE-QUARTER;
THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS WEST PARALLEL WITH SAID EAST LINE A DISTANCE OF 484.51 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM THOSE PORTIONS IN DEEDS RECORDED MARCH 27, 2012 AT RECEPTION NO. 2012000022427 AND JUNE 5, 2012 AT RECEPTION NO. 2012000040433.



EXHIBIT B

Site Map of Property



EXHIBIT C

Title showing applicant is sole fee title owner(s)



Land Title Guarantee Company Customer Distribution



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABN70582887**

Date: **05/16/2018**

Property Address: **E 104TH & HAVANA, COMMERCE CITY, CO**

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

For Closing Assistance

Katherine C. Talcott
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6229 (Work)
(303) 393-4926 (Work Fax)
ktalcott@ltgc.com
Company License: CO44565

Closer's Assistant

Cassidee Schmidt
3033 EAST FIRST AVENUE, SUITE
600
DENVER, CO 80206
(303) 331-6233 (Work)
(303) 393-3988 (Work Fax)
cschmidt@ltgc.com
Company License: CO44565

For Title Assistance

Bill Brendemuhl
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4195 (Work)
bbrendemuhl@ltgc.com

VICTORY REAL ESTATE DEVELOPMENT, LLC
Attention: BOBBY DAN ROBERTS
8001 LBJ FREEWAY, STE. 400
DALLAS, TX 75251
(972) 685-6151 (Work)
(214) 707-4495 (Home)
bdr@vg-re.com
Delivered via: Electronic Mail

CRESA DENVER
Attention: MATT BURTON
mburton@cresa.com
Delivered via: Electronic Mail

JAY FOLEY PROPERTIES, LLC
Attention: JAY FOLEY
1640 MOAD ROAD
BILLINGS, MT 59101
(406) 896-3492 (Work Fax)
Delivered via: Electronic Mail

SHIRLEY FARRELL, ESQ.
Attention: SHIRLEY FARRELL, ESQ.
621 NORTH PARK ROAD
LAGRANGE PARK, IL 60526
(708) 738-8344 (Work)
shirley@farrell-law.org
Delivered via: Electronic Mail

CBRE
Attention: DANIEL MILLER
8390 E CRESCENT PKWY #300
GREENWOOD VILLAGE, CO 80111
(720) 528-6300 (Work)
(720) 528-6333 (Work Fax)
daniel.miller2@cbre.com
Delivered via: Electronic Mail

FAIRFIELD AND WOODS
Attention: LORI STRAND
1801 CALIFORNIA STREET, SUITE 2600
DENVER, CO 80202
(303) 894-4477 (Work)
(303) 830-1033 (Work Fax)
lstrand@fwlaw.com
Delivered via: Electronic Mail

CBRE

Attention: CAMERON FLINT
8390 E CRESCENT PKWY #300
GREENWOOD VILLAGE, CO 80111
(303) 264-1908 (Work)
(720) 413-4728 (Home)
(720) 528-6333 (Work Fax)
cameron.flint@cbre.com
Delivered via: Electronic Mail

CRESA DENVER

Attention: MIKE STATTER
1001 17TH ST #1225
DENVER, CO 80202
(303) 228-0270 (Work)
(314) 330-5240 (Home)
mstatter@cresa.com
Delivered via: Electronic Mail

FAIRFIELD AND WOODS

Attention: STEVEN PALETZ
1801 CALIFORNIA STREET, SUITE 2600
DENVER, CO 80202
(303) 830-2400 (Work)
(303) 830-1033 (Work Fax)
spaletz@fwlaw.com
Delivered via: Electronic Mail

LAND TITLE GUARANTEE COMPANY

Attention: LUKE DAVIDSON
3033 EAST FIRST AVENUE, SUITE 600
DENVER, CO 80206
(303) 321-1880 (Work)
(303) 393-4912 (Work Fax)
ldavidson@ltgc.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABN70582887**

Date: **05/16/2018**

Property Address: **E 104TH & HAVANA, COMMERCE CITY, CO**

Parties: **VICTORY REAL ESTATE DEVELOPMENT, LLC**

JAY FOLEY PROPERTIES, L.L.C., A MONTANA LIMITED LIABILITY COMPANY

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title insurance Fees	
"ALTA" Owner's Policy 06-17-06 Reissue Rate	\$1,957.00
Tax Certificate	\$26.00
	Total \$1,983.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Chain of Title Documents:

[Adams county recorded 12/01/2016 under reception no. 2016000103577](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABN70582887

Property Address:

E 104TH & HAVANA, COMMERCE CITY, CO

1. Effective Date:

05/08/2018 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 Reissue Rate
Proposed Insured:
VICTORY REAL ESTATE DEVELOPMENT, LLC

\$1,600,000.00

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

A Fee Simple

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

JAY FOLEY PROPERTIES, L.L.C., A MONTANA LIMITED LIABILITY COMPANY

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

THAT PART OF THE NORTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15;
THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID NORTHEAST ONE-QUARTER ALONG DISTANCE OF 662.30 FEET TO A POINT ON THE NORTH LINE OF A PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY AS DESCRIBED IN BOOK 985 AT PAGE 450, ADAMS COUNTY RECORDS ;
THENCE SOUTH 89 DEGREES 54 MINUTES 44 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89 DEGREES 54 MINUTES 44 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 1571.57 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 76 AS DESCRIBED IN BOOK 616 AT PAGE 468, ADAMS COUNTY RECORDS, SAID POINT BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT, THE RADIUS OF SAID CURVE IS 5855.00 FEET, THE DELTA OF SAID CURVE IS 00 DEGREES 12 MINUTES 00 SECONDS, THE CHORD OF SAID CURVE BEARS NORTH 54 DEGREES 52 MINUTES 53 SECONDS EAST, 20.44 FEET;
THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.44 FEET TO THE END OF SAID CURVE;
THENCE ALONG SAID SOUTHEASTERLY AND SOUTHERLY RIGHT-OF-WAY LINE AS FOLLOWS:

NORTH 54 DEGREES 47 MINUTES 00 SECONDS EAST A DISTANCE OF 919.60 FEET;
THENCE NORTH 85 DEGREES 30 MINUTES 30 SECONDS EAST A DISTANCE OF 680.20 FEET;
THENCE SOUTH 49 DEGREES 13 MINUTES 00 SECONDS EAST A DISTANCE OF 165.98 FEET, TO A POINT 30.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST ONE-QUARTER;
THENCE SOUTH 00 DEGREES 01 MINUTES 40 SECONDS WEST PARALLEL WITH SAID EAST LINE A DISTANCE OF 484.51 FEET TO THE POINT OF BEGINNING.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: ABN70582887

EXCEPTING THEREFROM THOSE PORTIONS IN DEEDS RECORDED MARCH 27, 2012 AT RECEPTION NO. [2012000022427](#) AND JUNE 5, 2012 AT RECEPTION NO. [2012000040433](#).

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: ABN70582887

All of the following Requirements must be met:

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

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

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

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

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR JAY FOLEY PROPERTIES, L.L.C., A MONTANA LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF JAY FOLEY PROPERTIES, L.L.C., A MONTANA LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR VICTORY REAL ESTATE DEVELOPMENT, LLC MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

4. WARRANTY DEED FROM JAY FOLEY PROPERTIES, L.L.C., A MONTANA LIMITED LIABILITY COMPANY TO VICTORY REAL ESTATE DEVELOPMENT, LLC CONVEYING SUBJECT PROPERTY.
5. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT ALTA LAND TITLE SURVEY OF SUBJECT PROPERTY. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID ALTA LAND TITLE SURVEY .

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: ABN70582887

All of the following Requirements must be met:

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF AN APPROVED SURVEY. MATTERS DISCLOSED BY SAID SURVEY MAY BE ADDED TO SCHEDULE B-2 HEREOF.

NOTE: UPON THE APPROVAL OF THE COMPANY AND THE RECEIPT OF A NOTARIZED FINAL LIEN AFFIDAVIT, ITEM NO. 4 OF THE STANDARD EXCEPTIONS ON THE LOAN POLICY WILL BE DELETED.

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

ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS DELETED AS TO ANY LIENS OR FUTURE LIENS RESULTING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF JAY FOLEY PROPERTIES, L.L.C., A MONTANA LIMITED LIABILITY COMPANY.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY SHALL HAVE NO LIABILITY FOR ANY LIENS ARISING FROM WORK OR MATERIAL FURNISHED AT THE SPECIFIC, DIRECT REQUEST, AND WITH THE ACTUAL KNOWLEDGE OF VICTORY REAL ESTATE DEVELOPMENT, LLC.

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

NOTE: UPON PROOF OF PAYMENT OF 2017 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS.

NOTE: UPON PROOF OF PAYMENT OF 2017 TAXES, ITEM 6 WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2018, AND SUBSEQUENT YEARS, NOT YET DUE OR PAYABLE.

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

Order Number: ABN70582887

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. EACH AND EVERY RIGHT OR RIGHTS OF ACCESS TO AND FROM ANY PART OF THE RIGHT OF WAY FOR STATE HIGHWAY AS CONVEYED IN INSTRUMENT RECORDED JULY 3, 1956 IN BOOK 616 AT PAGE [466](#).
10. RIGHT OF WAY EASEMENT AS GRANTED TO KOCH INDUSTRIES IN INSTRUMENT RECORDED MARCH 06, 1972, IN BOOK 1783 AT PAGE [906](#).
11. RIGHT OF WAY EASEMENT AS GRANTED TO KOCH INDUSTRIES IN INSTRUMENT RECORDED MARCH 06, 1972, IN BOOK 1783 AT PAGE [907](#).
12. MINERAL RESERVATION AS CONTAINED IN DEED RECORDED SEPTEMBER 12, 1973 IN BOOK 1887 AT PAGE [804](#).
13. RIGHT OF WAY EASEMENT AS GRANTED TO SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT IN INSTRUMENT RECORDED SEPTEMBER 09, 1980, IN BOOK 2488 AT PAGE [758](#).

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

Order Number: ABN70582887

14. 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 JANUARY 20, 1981, IN BOOK 2524 AT PAGE [507](#).
15. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED JULY 16, 1987 IN BOOK 3344 AT PAGE [50](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE AN-79-87 RECORDED JULY 16, 1987 IN BOOK 3344 AT PAGE [77](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE AN-112-91 RECORDED APRIL 30, 1991 UNDER RECEPTION NO. [B0998701](#).
18. OIL AND GAS LEASES WITH TRANSCONTINENTAL OIL COMPANY, LESSEE RECORDED DECEMBER 24, 1992 IN BOOK 4003 AT PAGES [722](#), [724](#), [726](#) AND [728](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTERESTS THEREIN.
19. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED MARCH 04, 1993 AT RECEPTION NO. [B1126014](#).
20. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED JUNE 01, 1995 AT RECEPTION NO. [C0077562](#).
21. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED JUNE 16, 1995 AT RECEPTION NO. [C0081637](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED FEBRUARY 04, 2002 UNDER RECEPTION NO. [C0922810](#).
23. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AGREEMENT RECORDED SEPTEMBER 12, 2005 UNDER RECEPTION NO. [20050912000989360](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED APRIL 19, 2006 UNDER RECEPTION NO. [20060419000398090](#).
25. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE Z-455-87-10 RECORDED JANUARY 07, 2011 AT RECEPTION NO. [2011000001835](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESTRICTIONS RECORDED MAY 16, 2001 UNDER RECEPTION NO. [C0801120](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AMENDED RESTRICTIONS RECORDED JANUARY 18, 2011 UNDER RECEPTION NO. [2011000003870](#).

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

Order Number: ABN70582887

28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SLOPE EASEMENT RECORDED NOVEMBER 08, 2011 UNDER RECEPTION NO. [2011000073795](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED NOVEMBER 08, 2011 UNDER RECEPTION NO. [2011000073796](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED NOVEMBER 08, 2011 UNDER RECEPTION NO. [2011000073797](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED NOVEMBER 08, 2011 UNDER RECEPTION NO. [2011000073798](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED DECEMBER 14, 2011 UNDER RECEPTION NO. [2011000082369](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED MAY 16, 2012 UNDER RECEPTION NO. [2012000035282](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT RECORDED MAY 16, 2012 UNDER RECEPTION NO. [2012000035281](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DRY-UP COVENANT AND EASEMENT RECORDED FEBRUARY 01, 2016 UNDER RECEPTION NO. [2016000007928](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC SERVICE COMPANY OF COLORADO EASEMENT RECORDED FEBRUARY 08, 2017 UNDER RECEPTION NO. [2017000012290](#).
37. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CONDITIONAL USE PERMIT RECORDED FEBRUARY 17, 2017 UNDER RECEPTION NO. [2017000015370](#).
38. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED MARCH 27, 2017 UNDER RECEPTION NO. [2017000026310](#) AND [2017000026311](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

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

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

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

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

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

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

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

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

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

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

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

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



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

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

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

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

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

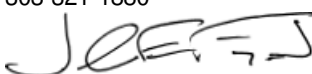
8. PRO-FORMA POLICY

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

9. ARBITRATION


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


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

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

President



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


Mark Bilbrey, President


Rande Yeager, Secretary

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

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