



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.

HIP RINGSBY I-76, LLC

[Name of Fee Title Owner]

Signature

Signature

By: W. Jeffrey Jones - Authorized Representative
Printed Name and Title

By: _____
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) Colorado
) ss.
COUNTY OF) Arapahoe

I, Wynn Jeffrey Jones 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 3 day of March, 2020

My commission expires: 2/5/2024

Avery Holland
Notary Public

(SEAL)

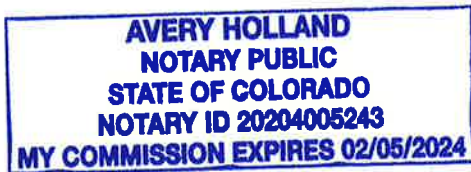


Exhibit A

Legal Description

Tract B and Tract C

Gruenewald Filing No 1

In the City of Commerce City

County of Adams

State of Colorado

GRUENEWALD ALTA SURVEY

A PORTION OF THE SW QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH,
RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY,
COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION:

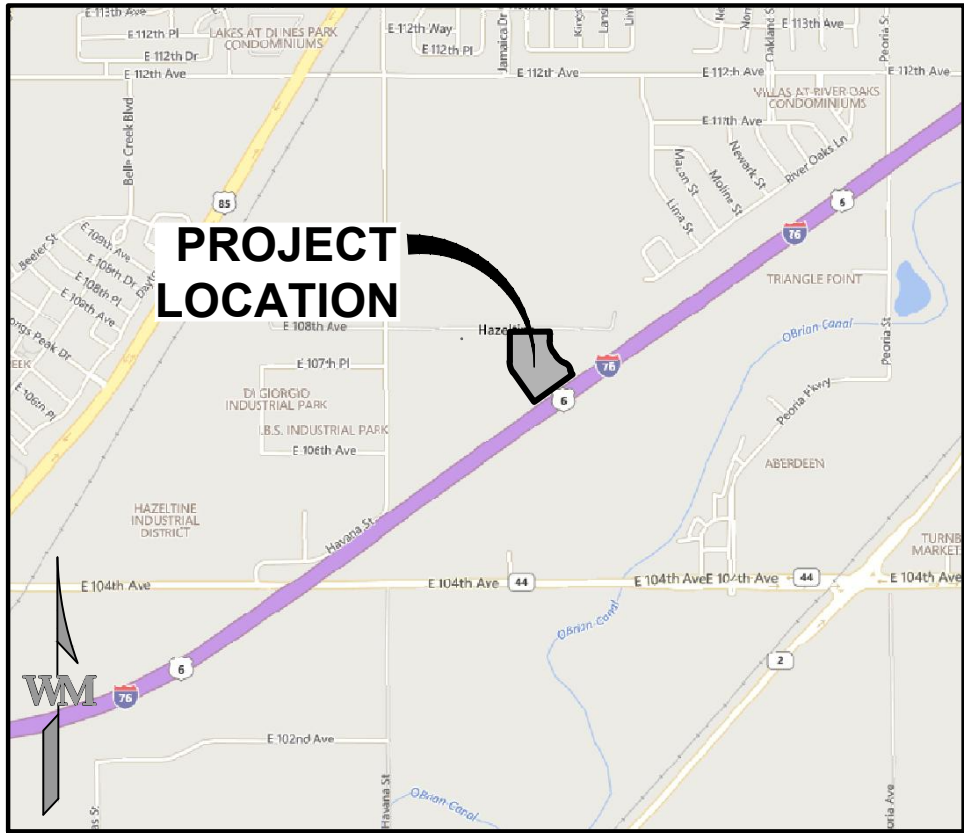
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

TRACT B,
GRUENEWALD FILING NO. 1,
IN THE CITY OF COMMERCE CITY,
COUNTY OF ADAMS,
STATE OF COLORADO.

SAID PARCEL CONTAINS 305,728 SQUARE FEET, OR 7.019 ACRES,
MORE OR LESS.

GENERAL NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE 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 YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WARE MALCOMB RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NUMBER: NCS-924906-CO, HAVING AN EFFECTIVE DATE NOVEMBER 7, 2019 AT 5:00 P.M.
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
- BASIS OF BEARING: THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR SOUTH 89°43'31" EAST AND IS MONUMENTED AS SHOWN HEREON.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200/3937 METERS.
- BASED ON A REVIEW OF FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 080001C0338H, REVISED MARCH 5, 2007, SUBJECT PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.
- THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- THERE ARE NO KNOWN PROPOSED CHANGES TO THE RIGHT-OF-WAY LINES. THERE IS NO EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AS OF THE DATE OF THE FIELD WORK FOR THIS SURVEY.
- THE BENCHMARK FOR THIS SURVEY IS ADAMS COUNTY CONTROL POINT 95,0194, A STANDARD 3 1/2" ALUMINUM SURVEY DISK STAMPED "95-0194 1995 2S 67W S 10" 0.2 MILES EAST OF THE INTERSECTION OF HAVANA STREET WITH EAST 104TH AVENUE 344' NORTHEAST OF THE EAST 104TH AVENUE BRIDGE AND 32' SOUTHEAST OF THE CENTERLINE OF HAVANA STREET. THE PUBLISHED ELEVATION IS 5087.84 FEET NAVD 88 DATUM.
- THE TOPOGRAPHY SHOWN HEREON IS BASED ON A CONVENTIONAL GROUND SURVEY PERFORMED ON FEBRUARY 3RD, 2019. THE CONTOUR INTERVAL IS ONE FOOT.
- THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
- THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY FORMS A CLOSED MATHEMATICAL FIGURE. THERE ARE NO GAPS, OVERLAPS OR GORES WITH ADJOINING PROPERTIES.
- THE SUBJECT PROPERTY OF THIS SURVEY IS THE SAME PROPERTY DESCRIBED IN THE TITLE COMMITMENT NOTED HEREON.
- NO MARKERS OR OTHER DELINEATION OF WETLANDS BY A QUALIFIED SPECIALIST WERE OBSERVED DURING THE FIELD SURVEY OF THE SUBJECT PROPERTY.
- A CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE WILL BE FURNISHED UPON REQUEST.
- ALL SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK FOR THIS SURVEY ARE SHOWN HEREON.



VICINITY MAP
1" = 2000'

TITLE COMMITMENT NOTES:

BASED ON A REVIEW OF FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. NCS-924906-CO, EFFECTIVE DATE NOVEMBER 7, 2019 AT 5:00 P.M., THE FOLLOWING SURVEY NOTES TO THE SCHEDULE B PART II EXCEPTIONS ARE NOTED:

EXCEPTIONS 1 THROUGH 8 ARE STANDARD EXCEPTIONS AND ARE NOT ADDRESSED BY THIS SURVEY.

- RIGHT OF WAY FOR DITCHES AND CANALS AS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT ISSUED MARCH 30, 1891 AT DOCUMENT NO. 14725.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES GRANTED TO DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, AS SET FORTH IN AN INSTRUMENT RECORDED MAY 25, 1958 IN BOOK 712 AT PAGE 174 AND IN BOOK 712 AT PAGE 175.
(THE DOCUMENTS AFFECT THE SUBJECT PROPERTY BUT ARE VAGUE IN THEIR LOCATION OF THE EASEMENTS. THE APPROXIMATE LOCATIONS OF THE EASEMENTS ARE SHOWN HEREON.)
- RESERVATION OF OIL, GAS AND OTHER MINERAL AS RESERVED IN WARRANTY DEED RECORDED JULY 17, 1974 IN BOOK 1942 AT PAGE 714, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ANNEXATION ORDINANCE NO. AN-220-07 RECORDED DECEMBER 20, 2007 AT RECEPTION NO. 2007000116079 AND FEBRUARY 13, 2008 AT RECEPTION NO. 2008000010096.
(THE DOCUMENTS AFFECT THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY, COLORADO, RECORDED DECEMBER 20, 2007 AT RECEPTION NO. 2007000116080.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ZONING ORDINANCE NO. Z878-08 RECORDED MARCH 24, 2008 AT RECEPTION NO. 2008000023124.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF GRUENEWALD FILING NO. 1, RECORDED APRIL 12, 2010 AT RECEPTION NO. 2010000023618.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY BUT DID NOT CREATE ANY PLOTTABLE EASEMENTS OR OTHER INTERESTS.)

TITLE COMMITMENT NOTES CONTINUED:

- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE SUBDIVISION AGREEMENT RECORDED APRIL 12, 2010 AT RECEPTION NO. 2010000023664.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- OIL AND GAS LEASES RECORDED MAY 9, 2017 AT RECEPTION NOS. 2017000040203, 2017000040204, 2017000040205 AND 2017000040206, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(THE DOCUMENTS AFFECT THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- OIL AND GAS LEASES RECORDED APRIL 10, 2017 AT RECEPTION NOS. 2017000030667, 2017000030668, 2017000030669, 2017000030671, 2017000030672, 2017000030673, 2017000030674, 2017000030675, 2017000030676 AND 2017000030677, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(THE DOCUMENTS AFFECT THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- ORDER FOR INCLUSION RECORDED SEPTEMBER 19, 2019 AT RECEPTION NO. 2019000078583
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER NOT ADDRESSED BY THIS SURVEY.)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE AGREEMENT FOR INCLUSION IN SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT RECORDED SEPTEMBER 19, 2019 AT RECEPTION NO. 2019000078584.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER NOT ADDRESSED BY THIS SURVEY.)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE CONVEYANCE OF GROUNDWATER RIGHTS RECORDED SEPTEMBER 19, 2019 AT RECEPTION NO. 2019000078585.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER NOT ADDRESSED BY THIS SURVEY.)

SURVEYOR'S CERTIFICATION

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF COLORADO CERTIFIES TO:

HIP DENVER - RINGSBY LLC, A COLORADO LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11, 13, 14, 16, 17, 18, AND 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 4TH, 2019.

DATE OF PLAT OR MAP: 11/20/2019

THOMAS D. STAAB, PLS 25965
FOR AND ON BEHALF OF
WARE MALCOMB



DEPOSITING CERTIFICATE

DEPOSITED THIS _____ DAY OF _____ 2019, AT _____, IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS / RIGHT-OF-WAY SURVEYS AT PAGE _____, REC. NO. _____, ADAMS COUNTY RECORDS.

BY COUNTY CLERK

BY DEPUTY CLERK

JOB NO.	DEN18-0103
DATE:	02/13/2019
SCALE:	NA
Sheet	1 of 2

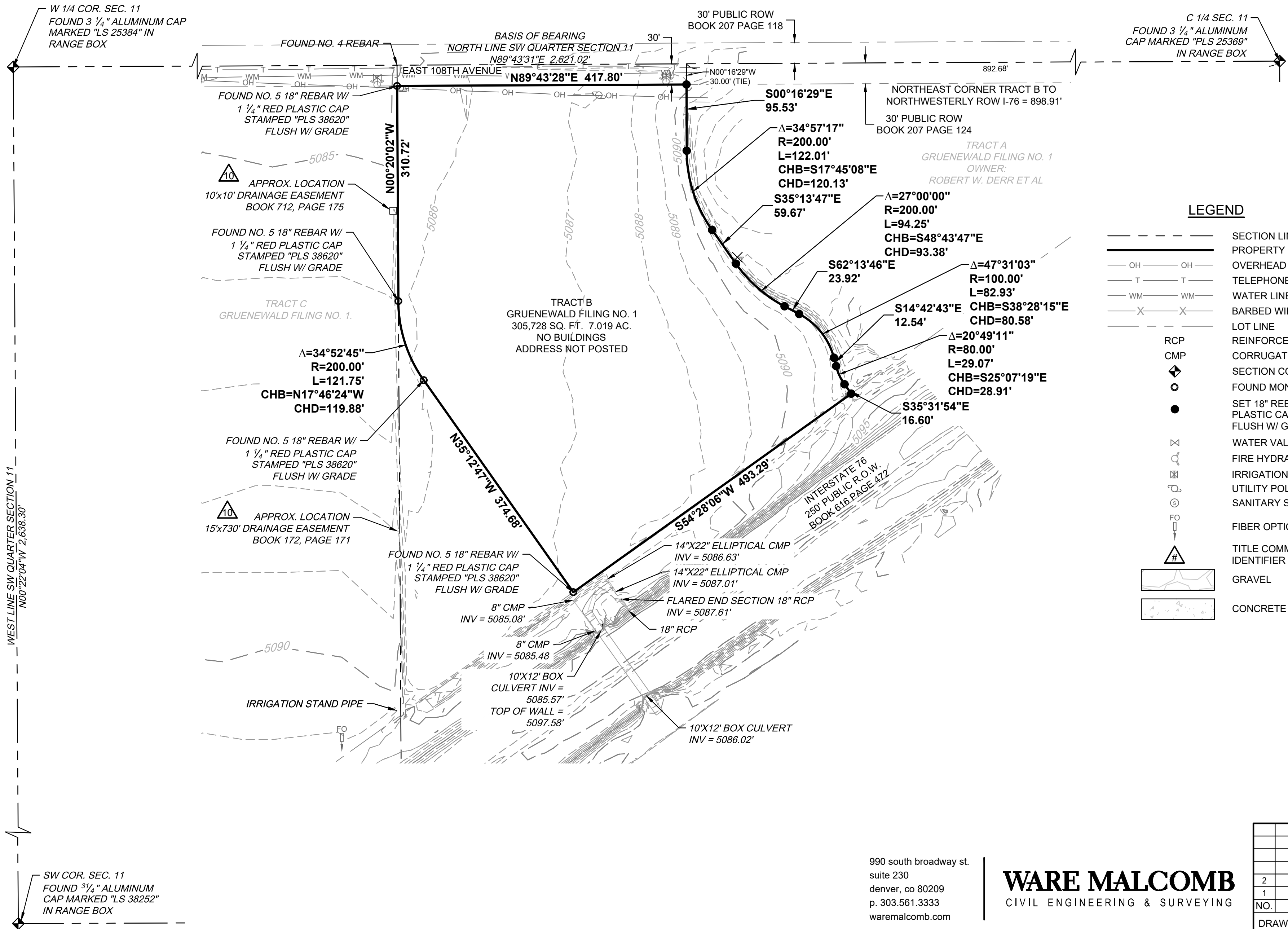
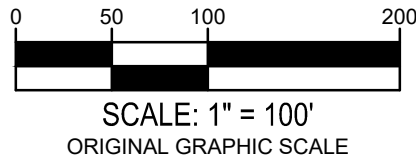
2	11/20/2019	UPDATED TITLE
1	03/02/2019	ATTNY. COMMENTS
NO.	DATE	REMARKS
DRAWN BY:	AJ	PA/PM: JS

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waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

GRUENEWALD ALTA SURVEY

A PORTION OF THE SW QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH,
RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY,
COUNTY OF ADAMS, STATE OF COLORADO



LEGEND

- SECTION LINE
- PROPERTY BOUNDARY LINE
- OVERHEAD POWER LINE
- TELEPHONE LINE
- WATER LINE
- BARBED WIRE FENCE
- LOT LINE
- REINFORCED CONCRETE PIPE
- CORRUGATED METAL PIPE
- SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 18" REBAR W/ 1 1/4" YELLOW PLASTIC CAP STAMPED "PLS 25965" FLUSH W/ GRADE
- WATER VALVE
- FIRE HYDRANT
- IRRIGATION VALVE
- UTILITY POLE
- SANITARY SEWER MANHOLE
- FIBER OPTIC MARKER
- TITLE COMMITMENT EXCEPTION IDENTIFIER
- GRAVEL
- CONCRETE



JOB NO.	DEN18-0103
DATE:	02/13/2019
SCALE:	1" = 100'
Sheet	2 of 2

NO.	DATE	REMARKS
2	11/20/2019	UPDATED TITLE
1	03/02/2019	ATTNY. COMMENTS
DRAWN BY: AJ PA/PM: JS		

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CIVIL ENGINEERING & SURVEYING

W:\DEN18\0103\0100\Civil_Survey\ALTA\DEN18-0103 Alta Tract B.dwg

GRUENEWALD ALTA SURVEY

A PORTION OF THE SW QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH,
RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY,
COUNTY OF ADAMS, STATE OF COLORADO

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

TRACT C
GRUENEWALD FILING NO. 1,
IN THE CITY OF COMMERCE CITY,
COUNTY OF ADAMS,
STATE OF COLORADO.

SAID PARCEL CONTAINS 585,184 SQUARE FEET, OR 13.434 ACRES,
MORE OR LESS.

GENERAL NOTES:

- NOTICE: ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE 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 YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WARE MALCOMB RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FILE NUMBER: NCS-924913-CO, HAVING AN EFFECTIVE DATE NOVEMBER 01, 2019 AT 5:00 P.M.
- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
- BASIS OF BEARING: THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR SOUTH 89°43'31" EAST AND IS MONUMENTED AS SHOWN HEREON.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE U.S. SURVEY FOOT AS 1200/3937 METERS.
- BASED ON A REVIEW OF FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 080001C0338H, REVISED MARCH 5, 2007, SUBJECT PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.
- THERE IS NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- THERE ARE NO KNOWN PROPOSED CHANGES TO THE RIGHT-OF-WAY LINES. THERE IS NO EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AS OF THE DATE OF THE FIELD WORK FOR THIS SURVEY.
- THE BENCHMARK FOR THIS SURVEY IS ADAMS COUNTY CONTROL POINT 95,0194, A STANDARD 3 1/4" ALUMINUM SURVEY DISK STAMPED "95-0194 1995 2S 67W S 10" 0.2 MILES EAST OF THE INTERSECTION OF HAVANA STREET WITH EAST 104TH AVENUE 344' NORTHEAST OF THE EAST 104TH AVENUE BRIDGE AND 32' SOUTHEAST OF THE CENTERLINE OF HAVANA STREET. THE PUBLISHED ELEVATION IS 5087.84 FEET NAVD 88 DATUM.
- THE TOPOGRAPHY SHOWN HEREON IS BASED ON A CONVENTIONAL GROUND SURVEY PERFORMED ON OCTOBER 19TH, 2018. THE CONTOUR INTERVAL IS ONE FOOT.
- THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

TITLE COMMITMENT NOTES:

BASED ON A REVIEW OF FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. NCS-924913-CO. EFFECTIVE DATE NOVEMBER 01, 2019 AT 5:00 P.M., THE FOLLOWING SURVEY NOTES TO THE SCHEDULE B PART II EXCEPTIONS ARE NOTED:

EXCEPTIONS 1 THROUGH 8 ARE STANDARD EXCEPTIONS AND ARE NOT ADDRESSED BY THIS SURVEY.

- RIGHT-OF-WAY FOR DITCHES AND CANALS AS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT ISSUED MARCH 30, 1891 AT DOCUMENT NO. 14725.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. THERE ARE NO DITCHES OR CANALS WITHIN THE SUBJECT PROPERTY.)



VICINITY MAP

1" = 2000'

TITLE COMMITMENT NOTES CONT:

- AN EASEMENT FOR DRAINAGE AND INCIDENTAL PURPOSES GRANTED TO DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, AS SET FORTH IN AN INSTRUMENT RECORDED MAY 25, 1958 IN BOOK 712 AT PAGE 174 AND IN BOOK 712 AT PAGE 175.
(THE DOCUMENTS AFFECT THE SUBJECT PROPERTY BUT ARE VAGUE IN THEIR LOCATION OF THE EASEMENTS. THE APPROXIMATE LOCATIONS OF THE EASEMENTS ARE SHIOWN HEREON.)
- RESERVATION OF OIL, GAS AND OTHER MINERAL AS RESERVED IN WARRANTY DEED RECORDED JULY 17, 1974 IN BOOK 1942 AT PAGE 714, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ANNEXATION ORDINANCE NO. AN-220-07 RECORDED DECEMBER 20, 2007 AT RECEPTION NO. 2007000116079 AND FEBRUARY 8, 2008 AT RECEPTION NO. 2008000010096.
(THE DOCUMENTS AFFECT THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE ANNEXATION MAP TO THE CITY OF COMMERCE CITY, COLORADO, RECORDED DECEMBER 20, 2007 AT RECEPTION NO. 2007000116080.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. THE DOCUMENT DOES NOT SET FORTH ANY EASEMENTS.)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ZONING ORDINANCE NO. Z878-08 RECORDED MARCH 24, 2008 AT RECEPTION NO. 2008000023124.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF GRUENEWALD FILING NO. 1, RECORDED APRIL 12, 2010 AT RECEPTION NO. 2010000023618.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY BUT DID NOT CREATE ANY PLOTTABLE EASEMENTS OR OTHER INTERESTS.)
- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE SUBDIVISION AGREEMENT RECORDED APRIL 12, 2010 AT RECEPTION NO. 2010000023664.
(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)
- OIL AND GAS LEASES RECORDED MAY 9, 2017 AT RECEPTION NOS. 2017000040203, 2017000040204, 2017000040205 AND 2017000040206, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
(THE DOCUMENTS AFFECT THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)

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TITLE COMMITMENT NOTES CONT:

- OIL AND GAS LEASES RECORDED APRIL 10, 2017 AT RECEPTION NOS. 2017000030667, 2017000030668, 2017000030669, 2017000030671, 2017000030672, 2017000030673, 2017000030674, 2017000030675, 2017000030676 AND 2017000030677, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

(THE DOCUMENTS AFFECT THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)

- ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON THE ALTA/NSPS LAND TITLE SURVEY DATED OCTOBER 29, 2018, PREPARED BY JOHN SVECHOVSKY, PLS NO. 38620, FOR AND ON BEHALF OF WARE MALCOMB CIVIL ENGINEERING & SURVEYING, AS JOB NUMBER DEN18-0103:

A.) FIBER OPTICS MARKERS/LINES TRAVERSE THE LAND ALONG THE SOUTHERLY LINE AND OVERHEAD UTILITY LINES TRAVERSE THE LAND ALONG THE NORTHEASTERLY CORNER WITHOUT THE BENEFIT OF AN EASEMENT.

(THIS SURVEY IS AN UPDATE OF THE SURVEY NOTED ABOVE.)

- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE ORDER FOR INCLUSION RECORDED SEPTEMBER 19, 2019 AT RECEPTION NO. 2019000078583.

(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)

- TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE AGREEMENT FOR INCLUSION IN SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT RECORDED SEPTEMBER 19, 2019 AT RECEPTION NO. 2019000078584.

(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)

- CONVEYANCE OF GROUNDWATER RIGHTS RECORDED SEPTEMBER 19, 2019 AT RECEPTION NO. 2019000078585.

(THE DOCUMENT AFFECTS THE SUBJECT PROPERTY. NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)

- ANY EXISTING LEASES OR TENANCIES.
(NOT A SURVEY MATTER, NOT ADDRESSED BY THIS SURVEY.)

SURVEYOR'S CERTIFICATION

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF COLORADO CERTIFIES TO:

HIP DENVER - RINGSBY LLC, A COLORADO LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 8, 11, 13, 16, AND 17 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 19TH, 2018.

DATE OF PLAT OR MAP: 11/20/2019

THOMAS D. STAAB, PLS 25965
FOR AND ON BEHALF OF
WARE MALCOMB



DEPOSITING CERTIFICATE

DEPOSITED THIS _____ DAY OF _____ 2019, AT _____, IN BOOK _____ OF THE COUNTY SURVEYOR'S LAND SURVEY PLATS / RIGHT-OF-WAY SURVEYS AT PAGE _____, REC. NO. _____, ADAMS COUNTY RECORDS.

BY COUNTY CLERK

BY DEPUTY CLERK

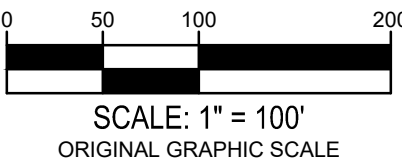
JOB NO.	DEN18-0103
DATE:	11/05/2018
SCALE:	NA
Sheet	1 of 2

2	11/20/2019	UPDATED TITLE
1	11/05/2018	ADDED ADDITIONAL TOPO
NO.	DATE	REMARKS
DRAWN BY:	AJ	PA/PM: JS

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

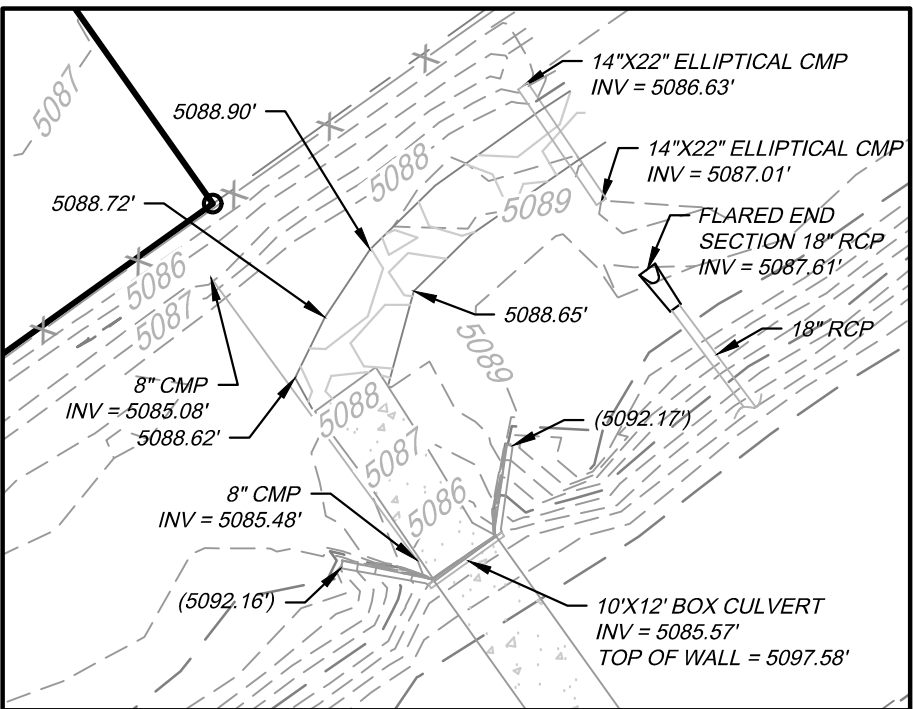
GRUENEWALD ALTA SURVEY

A PORTION OF THE SW QUARTER OF SECTION 11,
RANGE 67 WEST, SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY,
COUNTY OF ADAMS, STATE OF COLORADO



LEGEND

- SECTION LINE
- PROPERTY BOUNDARY LINE
- OVERHEAD POWER LINE
- BARBED WIRE FENCE
- LOT LINE
- REINFORCED CONCRETE PIPE
- CORRUGATED METAL PIPE
- SECTION CORNER
- FOUND MONUMENT AS NOTED
- WATER VALVE
- FIRE HYDRANT
- IRRIGATION VALVE
- UTILITY POLE
- SANITARY SEWER MANHOLE
- FIBER OPTIC MARKER
- TITLE COMMITMENT EXCEPTION IDENTIFIER
- GRAVEL
- CONCRETE



DETAIL A
(1" = 30')

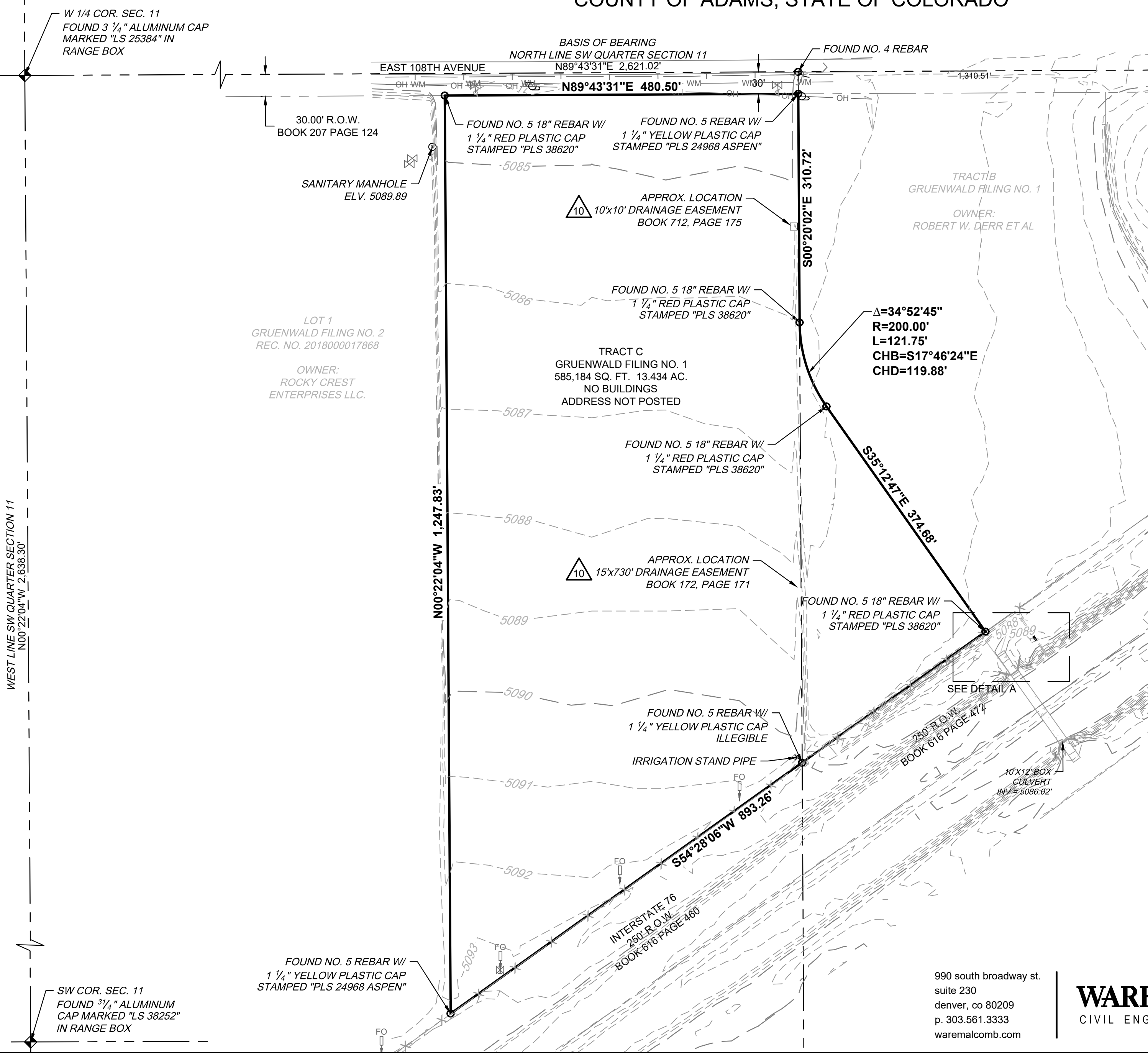


JOB NO.	DEN18-0103
DATE:	11/05/2018
SCALE:	1" = 100'
Sheet	2 of 2

NO.	DATE	REMARKS
2	11/20/2019	UPDATED TITLE
1	11/05/2018	ADDED ADDITIONAL TOPO
DRAWN BY: AJ		PA/PM: JS

990 south broadway st.
suite 230
denver, co 80209
p. 303.561.3333
waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING



W:\DEN18\0103\Civil_Survey\ALTA\DEN18-0103 Alta.dwg



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

DATE: February 12, 2020

FILE NUMBER: NCS-924906-CO

PROPERTY ADDRESS: Tract B Derr / Gruenewald Land, Commerce City, CO 80022

OWNER/BUYER: Robert W. Derr, Edith Lanell Gruenewald and Derr Family Limited Partnership/HIP
 Ringsby I-76, LLC

YOUR REFERENCE NUMBER: Tract B Derr / Gruenewald Land

ASSESSOR PARCEL NUMBER:

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

Transmittal:

Revision No.: 5

Schedule A: None

Schedule B - Section 1 Requirements: Remove #10

Schedule B - Section 2 Exceptions: None

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: Phill Foster and Company
8811 E Hampden Ave Suite 104
Denver, CO 80231

ATTN: Larry A. Cornell
PHONE: (303)399-9422
MOBILE: (303)550-8749
FAX: (303)399-0936
E-MAIL: larry.cornell@earthlink.net
 bobderr@derrsteel.com
 lgruenewald@dgccsteel.com
 cgruenewald@dgccsteel.com
 jgruenewald@dgccsteel.com
 scott@ringsbyrealty.com
 califfe@gtlaw.com
 jjones@huntingtonindustrial.com
 FranklinD@gtlaw.com
 alex@ringsbyrealty.com
DELIVERY: E-MAIL

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TO:	First American Title Insurance Company National Commercial Services 1125 17th Street, Suite 500 Denver, CO 80202	ESCROW OFFICER:	Nathan C. Rogers
		PHONE:	(303)876-1112
		FAX:	(877)235-9185
		E-MAIL:	natrogers@firstam.com
		DELIVERY:	E-MAIL

TO:	First American Title Insurance Company National Commercial Services 1125 17th Street, Suite 500 Denver, CO 80202	National Sales Representative:	John Huemoller
		PHONE:	(303)876-1112
		FAX:	(877)235-9185
		E-MAIL:	jhuemoller@firstam.com
		DELIVERY:	E-MAIL

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

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First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-924906-CO

COMMITMENT FOR TITLE INSURANCE

Issued By
FIRST AMERICAN 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 EXTRACTIONAL 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

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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.
- (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.

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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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 <p>First American</p> <p>Schedule A</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: NCS-924906-CO</p>
--	---

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services	Issuing Office: 1125 17th Street, Suite 500, Denver, CO 80202
Commitment No.: NCS-924906-CO	Phone Number: (303)876-1112
Property Address: Tract B Derr / Gruenewald Land, Commerce City, CO 80022	Issuing Office File No.: NCS-924906-CO
Revision No.: 4	

SCHEDULE A

1. Commitment Date: January 10, 2020 5:00 PM
2. Policy or Policies to be issued:
 - (a) ☒ ALTA® Owner's Policy (6-17-06)
 Proposed Insured: HIP Denver-Ringsby LLC, a Colorado limited liability company
 Proposed Policy Amount: \$535,020.00
 - (b) ☐ ALTA® Loan Policy (6-17-06)
 Proposed Insured:
 Proposed Policy Amount: \$
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:


 Robert W. Derr, Edith Lanell Gruenewald and Derr Family Limited Partnership, a _____ partnership, as their respective interests may appear
5. The Land is described as follows:

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

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 Exhibit A	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company File No: NCS-924906-CO
--	--


Commitment No.: NCS-924906-CO

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:

Tract B,
Gruenewald Filing No. 1,
in the City of Commerce City,
County of Adams,
State of Colorado.

For informational purposes only: APN: 0172111302003

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 Schedule BI & BII	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company File No: NCS-924906-CO
--	--

Commitment No.: NCS-924906-CO

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

- 1. The 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.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. 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.
- 5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
- 6. Evidence that all assessments for common expenses, if any, have been paid.
- 7. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
- 8. This item has been intentionally deleted.
- 9. This item has been intentionally deleted.
- 10. This item has been intentionally deleted.
- 11. Recordation of a Warranty Deed satisfactory to the Company, from Robert W. Derr, Edith Lanell Gruenewald and Derr Family Limited Partnership, a _____ partnership, vesting fee simple title in and to HIP Denver-Ringsby LLC, a Colorado limited liability company.
- 12. Recordation of a Partial Release of the Deed of Trust from Robert W. Derr and William C. Gruenewald and Derr Family Limited Partnership to the Public Trustee of Adams County for the use of Wells Fargo Bank, National Association to secure an indebtedness in the principal sum of \$1,000,000.00, and any other amounts and/or obligations secured thereby, dated July 20, 2007 and recorded August 7, 2007 at Reception No. 2007000075967, to release the property described herein.

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Exhibit C

NOTE: Assignment of Leases and Rents in connection therewith recorded August 7, 2007 at Reception No. 2007000075968 and August 24, 2009 at Reception No. 2009000063024.

NOTE: Modifications of Deed of Trust in connection therewith recorded March 31, 2008 at Reception No. 2008000025002, July 14, 2009 at Reception No. 2009000051433, and September 20, 2010 at Reception No. 2010000062712.

13. Receipt by the Company of the following documentation for Derr Family Limited Partnership, a _____ limited partnership:

Partnership Agreement, and all amendments thereto, if any.
Certificate of Good Standing and Certificate of Limited Partnership issued by the _____ Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

14. Receipt by the Company of the following documentation for HIP Denver-Ringsby LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

15. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Robert W. Derr, Edith Lanell Gruenewald and Derr Family Limited Partnership, a _____ partnership.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-924906-CO

Commitment No.: NCS-924906-CO

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 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. (To be deleted at closing upon receipt of the owner's affidavit).
2. Easements, or claims of easements, not shown by the Public Records. (To be deleted at closing upon receipt of the owner's affidavit).
3. This item has been intentionally deleted.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records. (To be deleted at closing upon receipt of the owner's affidavit stating that no recent construction has commenced or is ongoing).
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Any water rights, claims of title to water, in, on or under the Land.
8. Any existing leases or tenancies.
9. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent issued March 30, 1891 at Document No. 14725.

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Exhibit C

- 10. An easement for drainage and incidental purposes granted to Department of Highways, State of Colorado, as set forth in an instrument recorded May 25, 1958 in Book 712 at Page 174 and in Book 712 at Page 175.
- 11. Reservation of oil, gas and other mineral as reserved in Warranty Deed recorded July 17, 1974 in Book 1942 at Page 714,, and any and all assignments thereof or interests therein.
- 12. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Ordinance No. AN-220-07 recorded December 20, 2007 at Reception No. 2007000116079 and February 8, 2008 at Reception No. 2008000010096.
- 13. Easements, notes, covenants, restrictions and rights-of-way as shown on theAnnexation Map to the City of Commerce City, Colorado, recorded December 20, 2007 at Reception No. 2007000116080.
- 14. Terms, conditions, provisions, obligations and agreements as set forth in the Zoning Ordinance No. Z-878-08 recorded March 24, 2008 at Reception No. 2008000023124.
- 15. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat ofGruenewald Filing No. 1, recorded April 12, 2010 at Reception No. 2010000023618.
- 16. Terms, conditions, provisions, obligations and agreements as set forth in the Subdivision Agreement recorded April 12, 2010 at Reception No. 2010000023664.
- 17. Oil and Gas Leases recorded May 9, 2017 at Reception Nos. 2017000040203, 2017000040204, 2017000040205 and 2017000040206, and any and all assignments thereof or interests therein.
- 18. Oil and Gas Leases recorded April 10, 2017 at Reception Nos. 2017000030667, 2017000030668, 2017000030669, 2017000030671, 2017000030672, 2017000030673, 2017000030674, 2017000030675, 2017000030676 and 2017000030677, and any and all assignments thereof or interests therein.
- 19. Order for Inclusion recorded September 19, 2019 at Reception No. 2019000078583
- 20. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement for Inclusion in South Adams County Water and Sanitation District recorded September 19, 2019 at Reception No. 2019000078584.
- 21. Terms, conditions, provisions, obligations and agreements as set forth in the Conveyance of Groundwater Rights recorded September 19, 2019 at Reception No. 2019000078585.

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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**

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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.

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

DATE: February 14, 2020

FILE NUMBER: NCS-924906-CO

PROPERTY ADDRESS: Tract B Derr / Gruenewald Land, Commerce City, CO 80022

OWNER/BUYER: Robert W. Derr and Derr Family Limited Partnership and Edith Lanell

Gruenewald/HIP Ringsby I-76, LLC

YOUR REFERENCE NUMBER: Tract B Derr / Gruenewald Land

ASSESSOR PARCEL NUMBER:

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

Transmittal:

Revision No.: 6

Schedule A: None

Schedule B - Section 1 Requirements: None

Schedule B - Section 2 Exceptions: Add 22 and 23

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: Phill Foster and Company
8811 E Hampden Ave Suite 104
Denver, CO 80231

ATTN: Larry A. Cornell
PHONE: (303)399-9422
MOBILE: (303)550-8749
FAX: (303)399-0936
E-MAIL: larry.cornell@earthlink.net
bobderr@derrsteel.com
lgruenewald@dgccsteel.com
cgruenewald@dgccsteel.com
jgruenewald@dgccsteel.com
scott@ringsbyrealty.com
califfe@gtlaw.com
jjones@huntingtonindustrial.com
FranklinD@gtlaw.com
alex@ringsbyrealty.com
DELIVERY: E-MAIL

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

**ESCROW
OFFICER:

PHONE:
FAX:
E-MAIL:
DELIVERY:**

**Nathan C. Rogers

(303)876-1112
(877)235-9185
natrogers@firstam.com
E-MAIL**

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

**National Sales John Huemoller
Representative:

PHONE: (303)876-1112
FAX: (877)235-9185
E-MAIL: jhuemoller@firstam.com
DELIVERY: E-MAIL**

**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**

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 Commitment	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company File No: NCS-924906-CO
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COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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


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


COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company


Dennis J. Gilmore
President


Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

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.
- (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.

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Exhibit C

LITY 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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 Schedule A	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company File No: NCS-924906-CO
--	--

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services	Issuing Office: 1125 17th Street, Suite 500, Denver, CO 80202
Commitment No.: NCS-924906-CO	Phone Number: (303)876-1112
Property Address: Tract B Derr / Gruenewald Land, Commerce City, CO 80022	Issuing Office File No.: NCS-924906-CO
Revision No.: 6	

SCHEDULE A


- 1. Commitment Date: February 11, 2020 5:00 PM
- 2. Policy or Policies to be issued:
 - (a) ☒ ALTA® Owner's Policy (6-17-06)
Proposed Insured: HIP Denver-Ringsby LLC, a Colorado limited liability company
Proposed Policy Amount: \$535,020.00
 - (b) ☐ ALTA® Loan Policy (6-17-06)
Proposed Insured:
Proposed Policy Amount: \$
- 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:

Robert W. Derr, Edith Lanell Gruenewald and Derr Family Limited Partnership, a _____ partnership, as their respective interests may appear
- 5. The Land is described as follows:

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

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 Exhibit A	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company File No: NCS-924906-CO
--	--

Commitment No.: NCS-924906-CO

The Land referred to herein below is situated in the County of Adams, State of Colorado, and is described as follows:


Tract B,
Gruenewald Filing No. 1,
in the City of Commerce City,
County of Adams,
State of Colorado.

For informational purposes only: APN: 0172111302003

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 Schedule BI & BII	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company File No: NCS-924906-CO
--	--

Commitment No.: NCS-924906-CO

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

- 1. The 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.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. 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.
- 5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
- 6. Evidence that all assessments for common expenses, if any, have been paid.
- 7. Receipt by the Company of an ALTA/NSPS Land Title Survey, certified to First American Title Insurance Company, and in form and content satisfactory to the Company. The Company reserves the right to make further requirements and/or exceptions upon review of this survey.
- 8. This item has been intentionally deleted.
- 9. This item has been intentionally deleted.
- 10. This item has been intentionally deleted.
- 11. Recordation of a Warranty Deed satisfactory to the Company, from Robert W. Derr, Edith Lanell Gruenewald and Derr Family Limited Partnership, a _____ partnership, vesting fee simple title in and to HIP Denver-Ringsby LLC, a Colorado limited liability company.
- 12. Recordation of a Partial Release of the Deed of Trust from Robert W. Derr and William C. Gruenewald and Derr Family Limited Partnership to the Public Trustee of Adams County for the use of Wells Fargo Bank, National Association to secure an indebtedness in the principal sum of \$1,000,000.00, and any other amounts and/or obligations secured thereby, dated July 20, 2007 and recorded August 7, 2007 at Reception No. 2007000075967, to release the property described herein.

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Exhibit C

NOTE: Assignment of Leases and Rents in connection therewith recorded August 7, 2007 at Reception No. 2007000075968 and August 24, 2009 at Reception No. 2009000063024.

NOTE: Modifications of Deed of Trust in connection therewith recorded March 31, 2008 at Reception No. 2008000025002, July 14, 2009 at Reception No. 2009000051433, and September 20, 2010 at Reception No. 2010000062712.

13. Receipt by the Company of the following documentation for Derr Family Limited Partnership, a _____ limited partnership:

Partnership Agreement, and all amendments thereto, if any.

Certificate of Good Standing and Certificate of Limited Partnership issued by the _____ Secretary of State.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

14. Receipt by the Company of the following documentation for HIP Denver-Ringsby LLC, a Colorado limited liability company:

Operating Agreement, and all amendments thereto, if any.


NOTE: The Company reserves the right to make further requirements and/or exceptions upon review of the above item(s).

15. Receipt by the Company of a satisfactory Final Affidavit and Indemnity, executed by Robert W. Derr, Edith Lanell Gruenewald and Derr Family Limited Partnership, a _____ partnership.

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 Schedule BI & BII (Cont.)	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company File No: NCS-924906-CO
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Commitment No.: NCS-924906-CO

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 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. (To be deleted at closing upon receipt of the owner's affidavit).
- 2. Easements, or claims of easements, not shown by the Public Records. (To be deleted at closing upon receipt of the owner's affidavit).
- 3. This item has been intentionally deleted.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records. (To be deleted at closing upon receipt of the owner's affidavit stating that no recent construction has commenced or is ongoing).
- 5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

- 6. Any and all unpaid taxes, assessments and unredeemed tax sales.
- 7. Any water rights, claims of title to water, in, on or under the Land.
- 8. Any existing leases or tenancies.
- 9. Right of way for ditches and canals as constructed by the authority of the United States, as reserved in United States Patent issued March 30, 1891 at Document No. 14725.

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Exhibit C

10. An easement for drainage and incidental purposes granted to Department of Highways, State of Colorado, as set forth in an instrument recorded May 25, 1958 in Book 712 at Page 174 and in Book 712 at Page 175.
11. Reservation of oil, gas and other mineral as reserved in Warranty Deed recorded July 17, 1974 in Book 1942 at Page 714,, and any and all assignments thereof or interests therein.
12. Terms, conditions, provisions, obligations and agreements as set forth in the Annexation Ordinance No. AN-220-07 recorded December 20, 2007 at Reception No. 2007000116079 and February 8, 2008 at Reception No. 2008000010096.
13. Easements, notes, covenants, restrictions and rights-of-way as shown on theAnnexation Map to the City of Commerce City, Colorado, recorded December 20, 2007 at Reception No. 2007000116080.
14. Terms, conditions, provisions, obligations and agreements as set forth in the Zoning Ordinance No. Z-878-08 recorded March 24, 2008 at Reception No. 2008000023124.
15. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat ofGruenewald Filing No. 1, recorded April 12, 2010 at Reception No. 2010000023618.
16. Terms, conditions, provisions, obligations and agreements as set forth in the Subdivision Agreement recorded April 12, 2010 at Reception No. 2010000023664.
17. Oil and Gas Leases recorded May 9, 2017 at Reception Nos. 2017000040203, 2017000040204, 2017000040205 and 2017000040206, and any and all assignments thereof or interests therein.
18. Oil and Gas Leases recorded April 10, 2017 at Reception Nos. 2017000030667, 2017000030668, 2017000030669, 2017000030671, 2017000030672, 2017000030673, 2017000030674, 2017000030675, 2017000030676 and 2017000030677, and any and all assignments thereof or interests therein.
19. Order for Inclusion recorded September 19, 2019 at Reception No. 2019000078583
20. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement for Inclusion in South Adams County Water and Sanitation District recorded September 19, 2019 at Reception No. 2019000078584.
21. Terms, conditions, provisions, obligations and agreements as set forth in the Conveyance of Groundwater Rights recorded September 19, 2019 at Reception No. 2019000078585.
22. Reservation of oil, gas and other minerals as reserved in Special Warranty Deed recorded _____ at Reception No. _____, and any and all assignments thereof or interests therein.
23. Ordinance Z-957-20, for Rezoning, recorded February 7, 2020 at Reception No. 2020000012401.

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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**

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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.

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