



Customer Distribution

**Our Order Number:** ABD70538983-3

**Date:** 06-14-2017

**Property Address:** 5390 HUNT CIR, ELIZABETH, CO 80107

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**For Title Assistance**

David Knapp  
5975 GREENWOOD PLAZA BLVD  
GREENWOOD VILLAGE, CO 80111  
303-850-4174 (phone)  
303-393-4842 (fax)  
dknapp@ltgc.com

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

AUCTION BOULEVARD  
Attention: DOUG CARPENTER  
970-623-6999 (work)  
doug@auctionblvd.com  
Delivered via: Electronic Mail

**Attorney for Seller**  
HOLLAND & HART LLP  
Attention: MARC PAINTER  
1800 BROADWAY #300  
ONE BOULDER PLAZA  
BOULDER, CO 80302  
303-473-2700 (work)  
303-473-2720 (work fax)  
mpainter@hollandhart.com  
Delivered via: Electronic Mail

**Attorney for Seller**  
HOLLAND & HART LLP  
Attention: MARGOT EDWARDS  
1800 BROADWAY #300  
ONE BOULDER PLAZA  
BOULDER, CO 80302  
303-473-2700 (work)  
msedwards@hollandhart.com  
Delivered via: Electronic Mail

**Attorney for Seller**  
HOLLAND & HART LLP  
Attention: LISA PRODANOVICH  
1800 BROADWAY #300  
ONE BOULDER PLAZA  
BOULDER, CO 80302  
303-473-2726 (phone)  
303-473-2700 (work)  
303-473-2720 (work fax)  
lprodanovich@hollandhart.com  
Delivered via: Electronic Mail



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: ABD70538983-3

Date: 06-14-2017

Property Address: 5390 HUNT CIR, ELIZABETH, CO 80107

Buyer/Borrower: A BUYER TO BE DETERMINED

Seller: THE INTEREST OF BIG R CONSTRUCTION COMPANY, INC., A COLORADO CORPORATION, IN AND TO "THE BUILDINGS (SHOP AND OFFICES) AND FIXTURES ALL IMPROVEMENTS THEREON" AS SET FORTH IN BILL OF SALE ATTACHED AS EXHIBIT B TO LEASE AND TRANSFER OF ASSETS RECORDED JULY 25, 2008 IN BOOK 705 AT PAGE 619; AND HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO THE REMAINDER

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment	\$408.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$408.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: ABD70538983-3

Customer Ref-Loan No.:

**Property Address:**

5390 HUNT CIR, ELIZABETH, CO 80107

**1. Effective Date:**

05-31-2017 At 05:00:00

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment \$0.00  
Proposed Insured:  
A BUYER TO BE DETERMINED

**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:**

THE INTEREST OF BIG R CONSTRUCTION COMPANY, INC., A COLORADO CORPORATION, IN AND TO "THE BUILDINGS (SHOP AND OFFICES) AND FIXTURES ALL IMPROVEMENTS THEREON" AS SET FORTH IN BILL OF SALE ATTACHED AS EXHIBIT B TO LEASE AND TRANSFER OF ASSETS RECORDED JULY 25, 2008 IN BOOK 705 AT PAGE 619; AND HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY, AS TO THE REMAINDER

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

A PARCEL OF LAND IN THE SOUTHWEST QUARTER AND IN THE WEST HALF SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELBERT COUNTY COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 28 AND CONSIDERING THE SOUTH LINE TO BEAR NORTH 89 DEGREES 42 MINUTES 14 SECONDS EAST WITH ALL BEARINGS HEREIN CONTAINED RELATIVE THERETO; THENCE NORTH 89 DEGREES 42 MINUTES 14 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 3952.55 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 13 MINUTES 46 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF SOUTHEAST QUARTER FOR 1465.06 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 14 SECONDS WEST A DISTANCE OF 1529.80 FEET; THENCE NORTH 83 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 2428.91 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER; THENCE SOUTH 0 DEGREES 08 MINUTES 09 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 1759.78 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DEED RECORDED NOVEMBER 4, 2003 IN BOOK 652 AT PAGE [579](#),

COUNTY OF ELBERT, STATE OF COLORADO.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** ABD70538983-3

**Customer Ref-Loan No.:**

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** ABD70538983-3

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR HUNT FAMILY LLC, A COLORADO 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 HUNT FAMILY LLC AS A COLORADO 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. WARRANTY DEED FROM HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.
4. THE RECORDING OF A CERTIFIED COPY OF DEATH CERTIFICATE ISSUED BY THE COLORADO BUREAU OF VITAL STATISTICS FOR RICK L. HUNT, DECEASED, OR, IF DEATH OCCURRED OUTSIDE COLORADO, CERTIFIED COPY OF DEATH CERTIFICATE BY THE APPROPRIATE STATE AGENCY.
5. THE RECORDING OF A SUPPLEMENTAL AFFIDAVIT WITH RESPECT TO RICK L. HUNT, DECEASED.

NOTE: SAID AFFIDAVIT MUST BE MADE BY ONE OF LEGAL AGE HAVING PERSONAL KNOWLEDGE OF THE FACTS AND MUST STATE THAT THE AFFIANT HAS NO RECORD INTEREST IN THE SUBJECT PROPERTY. SAID AFFIDAVIT MUST STATE THAT THE PERSON REFERRED TO IN THE AFFIDAVIT WAS AT THE TIME OF DEATH THE OWNER OF A JOINT TENANCY INTEREST IN THE SUBJECT PROPERTY.

NOTE: SAID AFFIDAVIT MUST CONTAIN THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY.

6. RELEASE OF LEASEHOLD DEED OF TRUST DATED APRIL 26, 2012, FROM BIG R CONSTRUCTION COMPANY, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE USE OF GREAT WESTERN BANK TO SECURE THE SUMS OF \$1,235,000.00 AND \$250,000.00 RECORDED APRIL 30, 2012, IN BOOK 735 AT PAGE 825.
7. RELEASE OF DEED OF TRUST AND LIEN REAFFIRMATION DATED JULY 15, 2014, FROM BIG R CONSTRUCTION COMPANY, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF ELBERT COUNTY FOR THE USE OF KAREN J. HUNT TO SECURE THE SUM OF \$250,000.00

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

Order Number: ABD70538983-3

The following are the requirements to be complied with:

RECORDED NOVEMBER 13, 2014, IN BOOK 755 AT PAGE 787.

8. RELEASE OF PROMISSORY NOTE DATED JUNE 15, 2014, FROM BIG R CONSTRUCTION, INC., A COLORADO CORPORATION FOR THE USE OF KAREN J. HUNT TO SECURE THE SUM OF \$247,940.00 RECORDED NOVEMBER 13, 2014, IN BOOK 755 AT PAGE 786.
  9. RELEASE BY THE STATE OF COLORADO DEPARTMENT OF REVENUE OF STATE TAX LIEN AGAINST BIG R CONSTRUCTION CO INC IN THE AMOUNT OF \$809.25 RECORDED JULY 09, 2014 IN BOOK 753 AT PAGE 137.
  10. RELEASE BY THE UNITED STATES INTERNAL REVENUE SERVICE OF FEDERAL TAX LIEN AGAINST BIG R CONSTRUCTION COMPANY INC IN THE AMOUNT OF \$58,532.18, RECORDED AUGUST 05, 2014, IN BOOK 753 AT PAGE 683.
  11. RELEASE BY THE UNITED STATES INTERNAL REVENUE SERVICE OF FEDERAL TAX LIEN AGAINST BIG R CONSTRUCTION COMPANY INC IN THE AMOUNT OF \$32,074.87, RECORDED AUGUST 18, 2014, IN BOOK 753 AT PAGE 885.
  12. CERTIFICATE OF SATISFACTION ISSUED BY THE CLERK OF COUNTY COURT OF JUDGMENT IN FAVOR OF WAGNER EQUIPMENT CO. AGAINST BIG R CONSTR CO INC IN THE AMOUNT OF \$10,302.08 PLUS COURT COSTS ENTERED ON JULY 29, 2014, TRANSCRIPT OF WHICH WAS RECORDED OCTOBER 02, 2014, IN BOOK 754 AT PAGE 763, CIVIL ACTION NO. 14C-040202, COUNTY COURT IN AND FOR THE COUNTY OF ADAMS.
  13. RELEASE BY THE UNITED STATES INTERNAL REVENUE SERVICE OF FEDERAL TAX LIEN AGAINST BIG R CONSTRUCTION COMPANY INC IN THE AMOUNT OF \$15,989.80, RECORDED FEBRUARY 05, 2015, IN BOOK 757 AT PAGE 503.
  14. RELEASE BY THE STATE OF COLORADO DEPARTMENT OF REVENUE OF STATE TAX LIEN AGAINST BIG R CONSTRUCTION CO INC IN THE AMOUNT OF \$4,290.12 RECORDED JANUARY 19, 2016 IN BOOK 765 AT PAGE 443.
  15. RELEASE BY THE UNITED STATES INTERNAL REVENUE SERVICE OF FEDERAL TAX LIEN AGAINST BIG R CONSTRUCTION COMPANY INC IN THE AMOUNT OF \$58,800.86, RECORDED MAY 02, 2016, IN BOOK 767 AT PAGE 629.
  16. RELEASE OF NOTICE OF LIEN FILED BY KAREN HUNT IN THE AMOUNT OF \$128,730.92 RECORDED MAY 31, 2017 UNDER RECEPTION NO. 569283.
  17. CERTIFICATE OF GOOD STANDING OF BIG R CONSTRUCTION COMPANY, INC., ISSUED BY THE SECRETARY OF STATE OF COLORADO.
- NOTE: SAID CORPORATION IS CURRENTLY LISTED AS NONCOMPLIANT IN SAID SECRETARY OF STATE RECORDS.
18. RECORDATION OF FINAL, NON-APPEALABLE ORDER OF THE COURT IN BANKRUPTCY CASE NO. 2015-10447, IN RE SHANE HUNT, DEBTOR, APPROVING THE CONVEYANCE OF THE BUILDINGS ANY INTEREST IN THE SUBJECT PROPERTY.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** ABD70538983-3

**The following are the requirements to be complied with:**

NOTE: SAID REQUIREMENT IS NECESSARY SINCE SHANE HUNT IS THE SOLE OWNER OF BIG R CONSTRUCTION COMPANY, INC., A COLORADO CORPORATION.

19. GOOD AND SUFFICIENT DEED FROM BIG R CONSTRUCTION COMPANY, INC., A COLORADO CORPORATION TO HUNT FAMILY LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING ANY AND ALL INTEREST IN AND TO THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE BUILDINGS (SHOP AND OFFICES) AND FIXTURES ALL IMPROVEMENTS.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABD70538983-3

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

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. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENTS RECORDED APRIL 05, 1890, IN BOOK 14 AT PAGE [42](#), FEBRUARY 15, 1910 IN BOOK 41 AT PAGE [399](#) AND JANUARY 25, 1917 IN BOOK 69 AT PAGE [540](#).
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENTS RECORDED APRIL 05, 1890, IN BOOK 14 AT PAGE [42](#), FEBRUARY 15, 1910 IN BOOK 41 AT PAGE [399](#) AND JANUARY 25, 1917 IN BOOK 69 AT PAGE [540](#).
11. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO MINERAL RIGHTS AS SET FORTH IN DEEDS RECORDED JUNE 8, 1979 IN BOOK 324 AT PAGE [729](#), MAY 21, 1996 IN BOOK 545 AT PAGE [58](#) AND JUNE 19, 1996 IN BOOK 547 AT PAGE [447](#).
12. OIL AND GAS LEASE BETWEEN ROBERT D. MILLER AND BEVERLY R. MILLER AND MORGAN OIL COMPANY, RECORDED OCTOBER 03, 1980 IN BOOK 334 AT PAGE [354](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

13. TERMS, RESERVATIONS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS



**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: ABD70538983-3

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

AS SET FORTH IN DEEDS RECORDED FEBRUARY 18, 1983 IN BOOK 353 AT PAGE [949](#) AND NOVEMBER 13, 2000 IN BOOK 608 AT PAGES [6](#) AND [7](#).

14. OIL AND GAS LEASE BETWEEN ROBERT D. MILLER AND BEVERLY R. MILLER AND BLACKGOLD ENERGY RESOURCES, INC., RECORDED DECEMBER 05, 1985 IN BOOK 387 AT PAGE [485](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY EASEMENT RECORDED AUGUST 09, 1989 IN BOOK 428 AT PAGE [685](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DENY DRAFT RESOLUTION 00-82 RECORDED JULY 12, 2000 IN BOOK 604 AT PAGE [181](#).
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS TO WATER RIGHTS AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED JANUARY 11, 2001 IN BOOK 609 AT PAGE [699](#).
18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF AGREEMENT RECORDED JANUARY 17, 2001 IN BOOK 609 AT PAGE [845](#).
19. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED APRIL 02, 2001 IN BOOK 612 AT PAGE [469](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT FOR WATER SERVICE RECORDED APRIL 29, 2002 IN BOOK 628 AT PAGE [141](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT NOTICE RECORDED JUNE 19, 2007 IN BOOK 695 AT PAGE [912](#).
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION 08-45 RECORDED JULY 23, 2008 IN BOOK 705 AT PAGE [565](#) AND INSTRUMENT RECORDED JULY 23, 2008 IN BOOK 705 AT PAGE [566](#).
23. LEASE BETWEEN HUNT FAMILY, LLC, LESSOR, AND BIG R CONSTRUCTION COMPANY, INC., LESSEE, AS SHOWN BY LEASE AGREEMENT RECORDED JULY 25, 2008, IN BOOK 705 AT PAGE [619](#).

ASSIGNMENT OF LEASE RECORDED SEPTEMBER 24, 2007 IN BOOK 698 AT PAGE [565](#).

ASSIGNMENT OF LEASE RECORDED OCTOBER 13, 2010 IN BOOK 722 AT PAGE [269](#) AND NOVEMBER 22, 2010 IN BOOK 723 AT PAGE [318](#).

NOTE: THIS EXCEPTION WILL BE DELETED UPON SATISFACTION OF REQUIREMENTS 4 AND 5.

24. OIL AND GAS LEASE BETWEEN THE HUNT FAMILY, LLC, LESSOR, AND SAMUEL GARY, JR., & ASSOCIATES, LESSEE, RECORDED JUNE 14, 2010 IN BOOK 719 AT PAGE [542](#) AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** ABD70538983-3

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

CORRECTION, AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE RECORDED SEPTEMBER 23, 2010 IN BOOK 721 AT PAGE [781](#).

25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 88-88 REGARDING THE SPECIAL USE REVIEW APPLICATION OF BIG R GRAVEL PIT RECORDED SEPTEMBER 22, 2016 IN BOOK 771 AT PAGE [165](#).

26. TERMS, CONDITIONS AND PROVISIONS OF AN UNRECORDED LEASE AGREEMENT DATED MAY 9, 1996, HUNT, AS LANDLORD, AND SCHMIDT CONSTRUCTION COMPANY, A MICHIGAN CORPORATION, AND AMENDMENT THERETO AS REFERENCED IN WAIVER OF RIGHT OF FIRST REFUSAL AND LEASE AMENDMENT RECORDED MAY 23, 2017 UNDER RECEPTION NO. [569070](#).



**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 access 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.



## 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-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

**Note:** Pursuant to 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 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 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.



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

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

#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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

  
John E. Freyer, Jr.  
President



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

  
Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



  
Rande Yeager  
Secretary